

# GENERAL CONDITIONS

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### 1. DEFINITIONS:

Addendum: Written change or revision to the Bidding Documents issued to the prospective Bidders prior to the time of receiving bids.

Alternate: The sum to be added to, or deducted from, the Base Bid if the change in scope of work as described in Alternates is accepted by the Board.

Board: Wicomico County Board of Education also WCBE and WCBOE.

Furnish: Purchase and deliver to site of installation.

Holidays: The following holidays are recognized for holiday pay rates

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Owner: The Board, authorized employees, and authorized representatives.

Secure: Obtain.

### 2. ARCHITECT (ENGINEER) AND/OR PROJECT MANAGER:

BOARD'S PROJECT MANAGER: All project correspondence, approvals, coordination, and contract administration shall be conducted through the Board's Project Manager. The Board's Project Manager shall have authority, as outlined in the Bidding Documents, to act as agent for the Board.

The Architect (Engineer) and/or Project Manager is responsible for the overall design of the Project and the final authority in judgments of aesthetic consideration. The working drawings, technical specifications, sketches and other data necessary to define the work covered by these Contract Documents have been prepared by the Architect (Engineer) and/or Project Manager. The Architect (Engineer) and/or Project Manager shall visit, inspect and observe the construction to determine general compliance with the Bidding Documents, and interpret the drawings and specifications consistent with their intent. He shall evaluate the shop drawings, samples and other submittals required in the technical specifications, and maintain an up-to-date log of all such items processed. The Architect (Engineer) and/or Project Manager will consult with the Board, Contractors, and any state, county or city agency having jurisdiction over the work whenever necessary to further the best interests of the Project.

Should any dispute arise respecting the true value of any work done, or any work omitted, or of any extra work which said second party may be required to do, or respecting the size of any payment to said second party during the performance of this contract, said dispute shall be decided by the Architect (Engineer) and/or Project Manager, and the decision of the latter shall be final and conclusive.

WCBOE will establish the Architect (Engineer) and/or Project Manager on the Purchase Order unless identified in the Bidding Documents.

### 3. CONTRACT DOCUMENTS:

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The Bidding Documents as modified by any addenda shall become the Contract Documents upon award by the Board.

JOB ORDER CONTRACTS: A statement or Scope of Work (Technical Specifications) will be established at the time Purchase Order is issued.

UNIT PRICE CONTRACTS: A Statement or Scope of Work (Technical Specifications) will be established at the time the Purchase Order is issued.

The Contract Documents shall include: Bid Addenda, the completed Form of Proposal, the Pricing Sheets, the completed Bond and Insurance forms, the Invitation to Bidders, Instructions to Bidders, General Conditions, Supplementary Conditions, Scope of Work (Technical Specifications), Drawings, Bidder's Questionnaire and any additional information required with the Form of Proposal. Any modification amending or extending the work shall be as binding as if originally included in the Contract Documents.

The Contract Documents are complimentary, and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be those established in the Supplementary Conditions having priority. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

Should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in the specifications or plans, the matter shall be referred to the Architect (Engineer) and/or Project Manager. Suitable instructions will be given or corrections made when any such error or omission is discovered. If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with his full guarantee of the work involved, he is obligated to bring this information to the attention of the Architect and/or Project Manager for appropriate action before submittal of bid.

All lines and planes appearing on contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

The Specification Standards of the various sections of the Technical Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required minimum level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to Specification Standards shall mean the edition, including amendments and supplements in effect on the date of the "Invitation to Bidders". Where no standard is identified and a manufacturer is specified, the manufacturer's specifications and products are the standards. All standards shall be subordinate to the requirements of the Codes. (See "Codes and Regulations" article.)

Wherever in the Technical Specifications an article, device or piece of equipment is referred to in the singular number; such reference shall include as many such items as are shown on Drawings or required to complete the installation.

#### **4. INTENT OF DRAWINGS AND SPECIFICATIONS:**

Drawings and specifications are to be read as an integrated document. The Contractor shall report to the Architect (Engineer) and/or Project Manager any discrepancies or errors which come to his attention.

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Figured dimensions shall be followed in preference to scaled dimensions. The Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any materials or doing any work, each Contractor shall verify all measurements at the building and shall be responsible for the correctness of same.

It is the intent of the drawings and specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.

These specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

### **5. PRE-CONSTRUCTION CONFERENCE/PROGRESS MEETINGS:**

The Architect (Engineer) and/or Project Manager may require a pre-construction conference and request additional meetings, drawings and details which are required to serve the Board. The following Project Management documentation shall be provided upon request:

- Project Schedule per General Condition 22 with activities in a Gant Chart;
- Schedule of Values with MBE firms indicated;
- Sub-contractor list with MBEfirms indicated;
- All required license, insurance and bonds.

The Prime Contractor and all Sub-contractors shall be represented by individuals that are authorized to commit the necessary resources to provide their portion of the project. Attendance at all Pre-construction and progress meets are mandatory unless prior approval is obtained from the Project Manager.

Upon the completion of the project the Project Manager will complete a Contractor Performance Evaluation. This evaluation will be shared with the contractor. The evaluation may be used as evidence of contractors ability to successfully perform future WCBOE contracts.

### **6. MASTER MANDATORY PROVISIONS:**

Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment.

Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with good practice and consistent with adjacent or related installations.

Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work, shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment, and in accordance with good practice.

Names or numbered products are to be used according to the manufacturers' specifications, directions or recommendations unless otherwise specified.

### **7. RESPONSIBILITY OF THE GENERAL CONTRACTOR/CONTRACTOR:**

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It shall be the responsibility of the Contractor to notify his sub-bidders at the time of request for bids of all portions of the Bidding Documents and any parts of other sections of specifications or plans that the Contractor intends to include as part of the subcontract.

All contact with students should be avoided.

The Contractor shall submit verification of a company wide substance abuse policy upon written request by WCBOE.

The Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract, including the work performed by himself and all his subcontractors.

The Contractor shall provide resumes, as part of the proposal, of Superintendents and Project Managers that the bidder intends to assign to work on WCBOE projects. Any changes thereafter must be submitted to the WCBOE Project Manager for review and approval.

The Contractor shall perform all the work required by the Contract Documents and furnish all labor, materials, plant, equipment, tools and appurtenances necessary to perform said work and complete it within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice.

SUPERVISION: The Contractor shall employ a full-time competent, English speaking, superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be on-site at all times and remain on-site, through the duration of the project. The Project Superintendent and Project Manager must be accessible to the WCBOE Project Managers by cell phone. The superintendent shall be on-site 100% of time and remain on-site, through the duration of the project, unless prior authorization is obtained from the owner. The superintendent shall be satisfactory to the Architect (Engineer) and/or Project Manager and Board and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the consent of the Architect (Engineer) and/or Project Manager and Board unless the superintendent ceases to be employed by the Contractor.

Contractor shall make his own layout of lines and elevations and shall be responsible for the accuracy of both his and the subcontractors' work resulting there from. All dimensions affecting proper fabrication and installation of all contract work must be verified prior to fabrication by taking field measurements of the true conditions. The Contractor shall take, and assist subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall bring such discrepancies to the attention of the Architect (Engineer) and/or Project Manager for adjustment before proceeding with the work. The Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, subcontractors and persons engaged upon this Contract.

Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the Drawings and Specifications for the completed structure, and he shall make good after that as the Architect (Engineer) and/or Project Manager may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible there for.

DEMOLITION: When applicable, the Contractor shall remove and legally dispose all items except those identified by the Owner to be reinstalled, salvaged, or to remain the Owner's property.

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### 8. REPORTING TO SCHOOL ADMINISTRATION:

AT THE BEGINNING OF THE PROJECT, THE CONTRACTOR MUST NOTIFY THE BOARD'S PROJECT MANAGER AT LEAST 48-HOURS PRIOR TO ARRIVAL AT THE BOARD'S FACILITY, AND SCHEDULE THE ACTIVITIES.

ALL CONTRACTORS, VENDORS and/or EMPLOYEES, shall upon entering any WCBOE facility show proof of identification, sign-in and obtain a WCBOE numbered Contractor Security Badge and/or visitor's badge.

Upon the completion of the project, ALL Contractor Security Badges must be returned before final payment can be made. Contractors that can provide their own verifiable, managed security identification program MAY be exempt from this requirement. PRIOR approval by the WCBOE Project Manager is required.

If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, he shall so notify the Board at least forty-eight (48) hours before the commencement of such work to provide the Project Manager the time necessary to make arrangements to allow Contractor access to the building.

### 9. USE OF BOARD FACILITIES:

The Contractor, sub-contractor, and sub-sub-contractor shall confine his operation to those areas permitted and authorized by the Project Manager. The use of Board's facilities (toilets, restrooms, lunchrooms, dumpsters, etc.) and utilities are strictly prohibited unless previously authorized and approved by the Project Manager.

The Contractor, sub-contractor, sub-sub-contractor may park only in those areas designated by the Project Manager.

### 10. SUBCONTRACTORS:

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Board. The Board shall be deemed to be the third party beneficiary of the contract between the contractor and the subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, he agrees to perform that portion of the work with his own forces. The Contractor shall not substitute any other person or firm as a Subcontractor, other than those listed in the bid submitted by him, without the written approval of the Board. The Board reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

### 11. GOVERNING LAW AND VENUE:

The bid shall be construed in accordance with, and interpreted under, the Laws of the State of Maryland. Any lawsuit arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Wicomico County, Maryland.

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### 12. CLAIM AND DISPUTES:

The Owner shall in no way be obligated to enter into mediation proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

The Owner shall in no way be obligated to enter into arbitration proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

### 13. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this Article and such insurance has been approved by the Owner. The Contractor shall provide to the Purchasing Agent a Certificate of Insurance indicating the coverages below prior to the start of any work and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverages shall be:

Workmen's Compensation: The Contractor shall maintain throughout the life of the contract statutory Workers' Compensation, including Maryland benefits and employer's liability with limits of \$100,000/\$100,000/\$500,000 for all of the Contractor's and any sub-contractor's employees who will be engaged in the work at the sites of the project.

Commercial General Liability: The Contractor shall establish and maintain throughout the life of the contract Commercial General Liability Insurance - \$2,000,000 each occurrence/general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and where applicable to the project as determined by the Purchasing Agent, Products and Independent Contractors. The general aggregate limit is to apply per project; and

Business Automobile Liability: \$2,000,000 Combined Single Limit (Owned, non-owned and hired).

The Board requires a forty-five (45) day notice, in writing, of cancellation, non-renewal or change in insurance coverage affecting this project. This written notice shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the Board's Purchasing Agent.

All bidders should have current Certificate of Insurance (ACORD certificates) on file in the Purchasing Office at the time of the bid opening or included with the bid. Failure to provide the ACORD certificate may result in the bidder's offer being considered non-responsive.

The Board (including its elected or appointed officials, agents and employees) is to be named as an additional insured in the Contractor's General Liability Policy. Coverage must be primary with respect to Board, its agents and employees.

A sample of the Certificate of Insurance will be provided upon request and may be found on WCBOE's website.

### 14. CODES AND REGULATIONS:

The Contractor shall be knowledgeable of and comply with all codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations, and he shall promptly notify the Architect (Engineer) and/or Project Manager of any discrepancies. Changes in the drawings and specifications shall be made only by means of change orders, or modifications approved by the Board. Change order procedures shall be

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as described elsewhere in these Contract Documents. Contractor shall keep a copy of all applicable Code of Regulations at the job site at all times.

All work and materials shall be in full accordance with the latest rules and regulations and other applicable State laws or regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.

Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by physically handicapped.

### **15. PERMITS/PUBLIC UTILITIES:**

The Contractor shall obtain and pay for all permits, fees, licenses and inspections that are required in order to perform the work under this Contract. The Board shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The Contractor shall notify Board sufficiently in advance to submit requests for service to the appropriate utility companies so as to ensure connections or installation of utility services in accordance with the Project schedule.

### **16. PATENTS AND ROYALTIES:**

The Contractor shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent right and shall save the Board harmless from loss of account thereof.

### **17. SAFETY AND FIRE PREVENTION:**

OCCUPATIONAL SAFETY AND HEALTH ACTS: Contractor(s) whom perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Sections 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973 and any regulations pursuant thereto.

The Contractor shall provide proof of safety training programs for all employees to be used on any WCBOE project and disclosure of the bidders safety EMR (Experience Modification Rate).

The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.

Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other Contractor except with the consent of the Architect and/or Project Manager, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon, and if necessary, provide calculations proving the safety in so doing.

If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of adequate level to properly prosecute the work and to permit thorough inspection of same.

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Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

The Contractor and Subcontractors shall comply with Sections 6360, et. seq. of the Labor Code, together with Title 22 with regard to hazardous substances in the work place. The Contractor and each Subcontractor shall supply to their employees and, where site is occupied, to Board, copies of Material Safety Data Sheets (MSDS) for hazardous substances that may be used in the course of the work, together with notice of actual hazardous substances to which employees may be exposed while performing work and appropriate protective measures.

### 18. HAZARDOUS MATERIALS:

This contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the project grounds. If such substances or materials are encountered, work shall cease in that area and the Board shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the Board.

All contractors performing work on Board of Education premises are required to make themselves aware of the locations of asbestos containing building materials that exist on the work site. Board personnel can supply such information prior to commencement of work.

a. General:

No asbestos, asbestos containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to affect this construction.

Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

Any or all material containing greater than one-tenth of one percent (> .1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests shall be paid by the contractor.

All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the Owner.

b. Decontamination and Removal of hazardous material from prior work:

Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

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The asbestos consultant shall be chosen and approved by the Board which shall have sole discretion and final determination in this matter.

The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Cost of all asbestos removal from prior work, including but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays, and additional costs as may be incurred by the Board and/or its agent(s) shall be borne entirely by the Board.

c. Hold Harmless:

Interface of work under this contract with work containing asbestos shall be executed by the Contractor at his risk and at his discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this contract the Contractor acknowledges the above and agrees to hold harmless the Owner, his employees, agents and assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above mentioned standards, hazards, risks and liabilities.

The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that he has instructed his employees with respect to the above mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the contract documents.

d. Certification:

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law, shall not be used in construction and will provide prior to final payment a notarized affidavit stating that no asbestos containing building materials or other hazardous materials as defined in Federal and State law were installed during the project by themselves, their sub-contractors, or sub-sub-contractors.

## 19. TEMPORARY FACILITIES:

The Contractor shall obtain permits for, install and maintain in safe condition whatever scaffolds, hoisting equipment, barricades, walkways, or other temporary structures which may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable state and local codes and regulations.

The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service.

The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore said premises and property to their original condition.

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### 20. SIGNS:

No signs may be displayed on or about the Board's property (except those which may be required by law) without the Board's specific approval of size, content and location. Any signs required by the Board will be designated in the scope of work.

### 21. TIME:

It shall be understood that time is of the essence of the Contract, and the Contractor must prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified. The Contractor shall commence the work on the date indicated in the Notice to Proceed, and he agrees to complete all work described by the Contract Documents within, or sooner than, the number of calendar days required in the Contract.

The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order said equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.

The Contractors and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the Architect and/or Project Manager's opinion, the Contractor and/or his Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the Board may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the Board until the work is progressing in a manner satisfactory to the Board. Failure to prosecute the work in a timely manner and according to the Project schedule is considered a breach of Contract and is cause for termination of the Contract according to the Article on "BOARD'S RIGHT TO TERMINATE CONTRACT."

### 22. CONSTRUCTION/PROJECT SCHEDULE:

Within fifteen (15) calendar days after the Award of Contract, the Contractor shall prepare and submit to the Architect (Engineer) and/or Project Manager, for approval, a construction schedule showing in detail how the Contractor plans to prosecute the work. The schedule shall include the work of all trades necessary for construction of the Project, material delivery dates and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include as a minimum the activity description, duration, start date and completion date.

The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week ahead of or behind schedule, it must be revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless time extensions have been granted. The current schedule shall be kept posted in the Contractor's project office on site.

The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the Owner and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective accomplishment of the entire project.

### 23. DELAYS AND TIME EXTENSIONS:

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The Contractor may be granted a time extension if he encounters an unavoidable delay of the work due to causes completely beyond his control and which he could not have avoided by the exercise of more care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made are: acts of the public enemy, acts of another Contractor in the performance of another contract with the Board, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

A request for extension of time shall be made in writing to the Architect and/or Project Manager and Board within ten (10) calendar days of the date the delay is encountered and shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. In order for the Architect and/or Project Manager to consider a request for time extension, the Contractor must prove that the reasons stated for a delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract Modifications Proposal.

No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable that are not the responsibility of Board. Board's liability to Contractor for delays for which Board is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. The Architect and/or Project Manager shall determine the actual costs to Contractor for which the Contractor may claim damages from Board. Such costs, if any, shall be directly related to the project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The Board shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment or plant.

The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the Board of the right to collect liquidated damages for other delays or of the right to collect other damages or of any other rights to which the Board is entitled.

**24. LIQUIDATED DAMAGES:** When applicable the Daily Rate will be stated in the Section 00110 – Supplementary Conditions.

Should the Contractor fail to complete this Contract within the time fixed for completion, together with extensions granted by the Board for unavoidable delays, he shall become liable to the Board in the amount specified in the Contract per calendar day for each day said Contract remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond this time for completion is due to acts of the Board. It is expressly stipulated and agreed by Contractor and Board that it would be impractical and extremely difficult to fix the actual amount of damages.

Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the Board shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith.

Should the Board authorize suspension of the work for any cause; the time work is suspended will be added to the time for completion. Suspension of the work by the Board shall not be a waiver of the right to claim liquidated damages as set forth in this section.

## GENERAL CONDITIONS

### **25. BOARD'S RIGHT TO TERMINATE THE CONTRACT:**

If the Contractor refuses to or fails to furnish sufficient materials, work force, equipment, plant and appurtenances to properly prosecute the work in a timely manner, or if he refuses or fails to comply with any provisions of the Contract Documents, or if he should file a bankruptcy petition or make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, then the Board may give the Contractor and his surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and his surety such violation shall cease and satisfactory arrangements for correction of such conditions be made, the Contract shall cease and terminate. In the event of such termination, the Board shall immediately serve written notice thereof upon the Contractor and his surety.

The surety shall have the right to take over and perform the Contract; provided, however, that if the surety does not commence performance within seven (7) calendar days from the date of sending such notice of termination, the Board may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the Board deems advisable. The Contractor and his surety shall be liable for any excess cost occasioned the Board thereby, and in any such event the Board may take possession of such materials, equipment, plant and other property belonging to the Contractor as may be on the site and utilize same in completing the work.

### **26. COORDINATION WITH OTHER CONTRACTS:**

The Board reserves the right to do other work or award other contracts in connection with this Project. If this is the case, the Contractor shall schedule and coordinate his work in such a manner as not to interfere with the work of others. If conflict arises as a result of other work on this project, the Contractor shall promptly notify the Architect (Engineer) and/or Project Manager. The Board will issue such instructions as are necessary to correct the matter. The Board shall not be liable for the failure of another Contractor to comply with such instructions.

If any part of this Contractor's work depends upon the work of a separate Contractor, this Contractor shall inspect such other work and promptly report in writing to the Architect (Engineer) and/or Project Manager any defects in such other work that render it unsuitable to receive the work of this Contractor. Failure of this Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work, except as to defects which may develop in other Contractor's work after execution of this Contractor's work.

If, through acts of negligence on the part of this Contractor, any other contractor or subcontractor shall suffer loss or damage to the work this Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the Board, Architect (Engineer) or Project Manager, on account of any damage alleged to have been so sustained, the Board or Architect and/or Project Manager shall notify this Contractor, who shall defend such proceedings at his own expense and save harmless the Board and the Architect and/or Project Manager from any such claim.

### **27. SUBMITTALS (SHOP DRAWINGS, CUTS AND SAMPLES):**

Five (5) copies – four (4) paper and (1) PDF file format -of shop drawings, brochures and catalog cuts and samples in quantities specified by Architect (Engineer) and/or Project Manager shall be submitted to the Architect (Engineer) and/or Project Manager for all items for which they are required by the Technical Specifications. Prior to transmitting, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal.

## GENERAL CONDITIONS

Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the project construction schedule.

In addition to information furnished as common practice, submittals shall contain the Project name and location, Contractor's name and address, Subcontractor's or supplier's name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or his Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fitment of the items submitted. The Architect (Engineer) and/or Project Manager and/or Owner shall review and evaluate submittals and return them within seven (7) working days after he receives them. If necessary, the Contractor shall make any corrections required and resubmit with all due haste in the same number as initially. Review of submittals by the Architect (Engineer) and/or Project Manager shall not relieve the Contractor from complying with the requirements of the Contract Documents.

Any materials or equipment installed without approval shall be at the Contractor's own risk, and he may be required to remove any such materials or equipment and install the specified items at his own cost, including repairs to adjacent work.

### 28. PAYMENTS:

Invoices for payment shall be submitted to WCBOE within 60 days of completion of your work - **FAILURE TO DO SO MAY RESULT IN FORFEITURE OF PAYMENT AS ALL POs WILL BE CLOSED AT THIS TIME.**

Send all invoices, correspondence and required documents to the the attention of the WCBOE Accounts Payable, 2424 Northgate Drive, PO Box 1538, Salisbury, MD 21801. Invoices may also be sent via email to [acctspay@wcboe.org](mailto:acctspay@wcboe.org). **ALL INVOICES MUST REFERENCE THE PROJECT NAME AND PURCHASE ORDER NUMBER. WHEN MBE DOCUMENTS ARE REQUIRED, PLEASE SUBMIT FORM 306.4 WITH EACH INVOICE.** Failure to provide any of this information may result in the return and/or rejection of submitted invoices.

Payment shall be made at the completion of the contract and after final acceptance by the Owner. However, should the Contractor so desire, payment will be made in the following manner:

The value of materials delivered to the contract site or stored by the Contractor not to exceed a value of fifty percent (50%) of the proposed price provided the following conditions are met:

- a. Requisition for payment has been made;
- b. Requisition for payment to the Board upon substantial completion of the installation, or as approved by the Project Manager.

The final 10% payment shall be made within thirty (30) days after final acceptance. Payments may be withheld to cover defective work not remedied, claims filed or reasonable evidence indicating probable filing of claims, or the failure of the Contractor to make payments promptly for material or labor.

Request for this payment method must be made in the proposal submission.

When "Application for Payment" includes material or equipment stored off-site, the application shall be accompanied with a certified statement including:

## GENERAL CONDITIONS

- a. Description of item
- b. Bills of sale
- c. Location of storage and security thereof
- d. Indication that the item is currently covered by all Contractual requirements, including Liability and Fire Insurance made out in the name of the Owner.
- e. Indication that the material or equipment or any part thereof will not be installed in any other project construction other than work under this Contract.
- f. All items must be clearly marked, labeled or tagged for identification.
- g. All items must be available to the Owner and Architect for inspection.

Payments Do Not Imply Acceptance of Work: The granting of any progress payment or payments by the Board or the receipt thereof by the Contractor, shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

Retention of Sums Charged Against Contractor: It is mutually understood and agreed that when under any provision of this Contract the Board shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the Board from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the Board's charges against him, the Board shall have the right to recover the balance from the Contractor or his sureties. In no case shall the Contractor or his Subcontractors or suppliers deduct or retain from any amount to be credited to the Board, except as defined in the Article on "MODIFICATIONS ON CONTRACT".

Payment to Subcontractors and Suppliers: The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the Board for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above. In the event of a loss by a Subcontractor or supplier for which insurance monies are paid, the Contractor shall pay Subcontractor or supplier a just share thereof.

Release: The Contractor and each assignee under an assignment in effect at the time of final payment shall, if required by the Board, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the Board, discharging the Board, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

## 29. MODIFICATIONS OF CONTRACT

Adjustments To Contract: After award of contract, questions and correspondence relative to request for deviation from the Specifications, Terms or Conditions of the Contract must be directed to the Architect (Engineer) and/or Project Manager.

Any adjustment permitted under the terms of this contract will be only as authorized by the Purchasing Department in the form of a contract amendment and/or a written Purchase Order Change Notice.

Oral Modifications: No oral statements of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of the Contract. No directive shall be responded to unless direction was made by the Architect (Engineer) or Project Manager. Any changes to the scope of work will be only as authorized by the Architect (Engineer) and/or Project Manager. No other staff member shall be considered authorized.

## GENERAL CONDITIONS

Changes In The Work: The Board, before the date of acceptance of the work, may order changes in the work (called Modifications) herein required, and may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders and any such orders shall be carried out by the Contractor in accordance with the intent of the original Contract drawings and specifications.

When additional Materials and/or Equipment are to be furnished through a change order, the products shall meet the requirements of the specifications. If specifications for material and equipment are not included in the specifications, information will be provided by the owner.

If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as the Contractor and the Board may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of the work. Such amount will include all costs claimed by Contractor, including any costs claimed pursuant to the Section of the General Conditions (Delays and Time Extensions). No order for any alteration, modification or extra which shall increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and the order signed by the Contractor, Architect (Engineer) and Owner.

Cost Breakdown: The Contractor shall provide all cost information requested by the Architect (Engineer) or Project Manager so that a Change may be processed.

### **30. HOLD HARMLESS:**

The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Board, its elected or appointed officials, employees, and agents from and against any and all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or a result of the performance of this contract.

Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

### **31. WARRANTY:**

All parts and labor must be covered by on- site warranty service and guaranteed against defective material, workmanship and failure to perform in accordance with the manufacturers' advertised performance criteria for a period of twenty-four (24) months after delivery (or installation, if installed by Contractor). All broken or defective parts not caused by misuse, accident or Board negligence, will be replaced at no cost including labor and transportation. All necessary machine adjustments occasioned by such defective parts will be made during the guaranteed period by the Contractor (or approved agent) without charge.

Contractors will respond to warranty service calls within three (3) work days after notification of a malfunction by the Owner unless an immediate response and repair is necessary to protect WCBOE equipment, property or interfere with normal operations. On-site warranty service or repairs will be completed within a period of five (5) work days after notification of a malfunction or loan equipment of equal quality will be furnished unless an immediate response is required. Loaners must have an identical configuration, including installation of Board-owned software, where applicable, to the equipment replaced. Contractors will be responsible for warranty service of all products for which they are the selected Contractors.

Warranty Agent, if different from the Contractor, must be identified in the proposal. The Contractor's and warranty agent's right to assignment is subject to Board approval prior to assignment.

## GENERAL CONDITIONS

### **32. USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE:**

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the Board requires such use, the Board may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at Board's expense. The use by the Board of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the Board of any of the conditions thereof. Contractor shall continue to maintain all insurance on the project.

### **33. CONTRACTOR'S GUARANTEE:**

By offering a proposal, it is mutually understood and agreed between the Owner and Contractor that the bidder (Contractor):

- Certifies that materials used in the work conform to the Specifications contained herein.
- Guarantees his work against defects in materials and workmanship for a period of two (2) year from the date of final acceptance by the Board.
- Certifies that any and all liens for labor and materials used in this contract have been resolved or will be resolved, should they be filled, and that the Contractor shall settle any and all claims without annoyance to the Owner.
- Guarantees that he will comply with all federal, state, county, or city codes, laws, regulations, and ordinances appropriate to his service and has obtained and paid for any license, permit, or certificate required in the performance of his work.

### **34. PROTECTION OF WORK, STORED MATERIAL AND PROPERTY:**

The Contractor shall be responsible for each operation and all work, both permanent and temporary. He shall protect his work and materials from damage and defacement of any kind including breakage, scratches, dents, stains, and deformation due to building operations, the action of the elements, the carelessness of other Contractors, vandalism, theft, or any other cause whatever, until the completion and acceptance of the job. Damaged material shall not be incorporated in the work. Any work or material damaged during the installation shall be repaired or replaced to the satisfaction of the Owner.

Should improper work of any trade be covered by another and damage or defects result, the whole work affected shall be made good to the satisfaction of the Architect and/or Project Manager without expense to the Board. The Contractor shall take whatever care is necessary to avoid damage to existing facilities or utilities to remain, whether on the Project or adjacent to it, and he shall be liable for any damage thereto or interruption of service due to his operations. If the Contractor encounters any facilities or utilities not shown on the drawing or reasonably inferable there from, he shall promptly notify the Architect and/or Project Manager about them, and he shall do no further work which may cause damage to same. If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be handled by Change Order.

The property limits of the area of the Project are indicated on the drawings. Except for subsurface utility work and any other work specifically shown or noted, Contractor shall confine his operations within the limits of work indicated. The Contractor shall provide all shoring, bracing and underpinning and install and maintain all shoring, bracing and underpinning, etc., necessary to support properly the ground of adjacent property, streets, buildings, etc., that may be caused by building operations for this work, shall serve or cause

## GENERAL CONDITIONS

to be served all legal notices to adjoining property owners that may be necessary for their protection, protect from damage all adjacent buildings, fences, landscaping, etc., and repair or replace any damaged in the course of work under the Contract.

### **35. DAMAGE:**

The Contractor shall be held responsible for, and shall be required to make good at his own expense, any and all damages done or caused by him or his agent(s) in the execution of this contract.

### **36. USE OF ROADWAYS AND WALKWAYS:**

The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic, by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the special provisions of the Specifications.

### **37. EQUIPMENT TAGGING:**

The Contractor shall plainly tag with an identification number all mechanical and electrical equipment and devices. The Contractor shall provide the Owner with diagrams which clearly indicate the exact location and identification number of each piece of equipment and device.

### **38. TESTING:**

Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor's expense, including any repairs or replacement resulting there from. The Contractor shall notify the Board and Architect (Engineer) and/or Project Manager when and where such materials, equipment or other work are ready for testing, and he shall bear the cost of making them available for testing. The Contractor shall notify the Board and Architect (Engineer) and/or Project Manager sufficiently before the need for testing so as to cause no delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.

The cost of initial tests called for will be paid by the Board and will be performed by independent testing consultants retained by the Board. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the Contractor, including any repairs or replacement resulting there from.

If it is indicated that the Contractor knowingly furnished a product that did not meet the standard offered, the Board may, at its discretion, disqualify the Contractor from future bidding.

### **39. INSPECTION:**

## GENERAL CONDITIONS

All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The Board's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the persons having authority over the work. Inspection shall not relieve the Contractor from complying with the requirements of the Contract Documents.

Whenever required by the Board's authorized persons, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction shall be paid by Change Order.

### **40. CLEANUP:**

The Contractor shall keep the premises clean and free from accumulation of waste materials and rubbish. This clean-up shall be done on a daily basis to the satisfaction of the Project Manager. At the completion of the workday, the contractor shall remove all waste materials and rubbish from the premises at his expense. The Board's disposal containers shall not be available for use unless specifically authorized, in advance, by the Project Manager. The Contractor shall not locate on Board property any on-site waste or disposal containers unless specifically authorized, in advance, by the Project Manager. The Contractor shall remove all his tools, equipment, and surplus materials on a daily basis. Rubbish and debris shall be removed from the Project area and disposed of in a neat and legal manner. No burning of rubbish shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down, and he shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations shall be required on newly installed work. At the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the building. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect (Engineer) and/or Project Manager.

Finally, the exterior of the buildings, the play field, court streets and planting spaces shall be similarly clean and in good order.

### **41. OPERATION AND MAINTENANCE MANUALS: (4) PAPER (1) PDF FILE**

All maintenance instructions application/installation instructions and service manuals shall be provided by the Contractor. These shall be complete as to drawings, details, parts lists, performance data and other information that may be required for the Board to easily maintain and service the materials and equipment installed under this Contract. All manufacturers' application/installation instructions shall be given to the Project Manager at least ten (10) days prior to first material application or installation of the item. The maintenance instructions and manuals, along with any specified warranties, shall be delivered to the Architect (Engineer) and/or Project Manager. The Contractor or appropriate Subcontractors shall provide training to the Board's personnel in the operation and maintenance of the more complex equipment prior to final acceptance of the Project.

## GENERAL CONDITIONS

### **42. AS-BUILT DRAWINGS: (1) PAPER (1) PDF FILE**

The Contractor and all his Subcontractors will maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, duct work, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect and/or Project Manager. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect (Engineer) and/or Project Manager for review and approval within thirty (30) calendar days after Board's Notice of Acceptance. Board's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

### **43. PROJECT COMPLETION:**

When the work to be performed under this Contract is complete, the Contractor shall notify the Architect (Engineer) and/or Project Manager, in writing, setting a date for inspection. Included in this inspection will be the Contractor and Subcontractor representatives for Fire Protection, Plumbing, HVAC, Electrical and all other sub-trades (as applicable). As a result of this inspection, the Architect and/or Project Manager will prepare a list of items (called "punch list") that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract.

The Architect (Engineer) and/or Project Manager will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. Final payment of retention will be made on completion of all items on the punch list, verified by a final inspection, and when all other Contract requirements have been satisfied.

### **44. TRENCHING OR OTHER EXCAVATIONS:**

The contractor shall subcontract with an independent locating service company to detect and mark underground private utilities before any excavation work is performed.

### **45. MISS UTILITIES CONTACT:**

The contractor shall contact Miss Utilities "811" prior to any excavation.

### **46. NEW UNDERGROUND UTILITIES:**

The Contractor shall provide a 6" underground warning tape with all underground utility installations.

End of General Conditions  
(See APPENDIX A)

GENERAL CONDITIONS  
APPENDIX A

**ASBESTOS FREE WARRANTY**

Owner: \_\_\_\_\_

Location of Building: \_\_\_\_\_

Name Of Building: \_\_\_\_\_

Date of Final Acceptance by Owner: \_\_\_\_\_

Know all men by these presents that we, \_\_\_\_\_  
(Contractor, Subcontractor, Material Supplier or Equipment Manufacturer)  
Having furnished labor, materials, equipment and/or supplies; warrant to Owner with respect to said work that no material containing asbestos fibers were incorporated into the work, and that, to our knowledge and belief, no material containing asbestos remain in or are covered by the work.

Exceptions: \_\_\_\_\_  
If there are no exceptions, state "No Exceptions" here.

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, we have caused this instrument to be duly executed,  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_  
Company:

\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public: