

## **DIVISION I - GENERAL REQUIREMENTS**

**DATED: 3/20/2020**

### **TABLE OF CONTENTS**

	<b><u>Pages</u></b>
00100 – INFORMATION FOR BIDDERS	2 - 3
00500 – FORMS AND CONTRACTS	4
CONTRACTOR’S WRITTEN GUARANTEE	5
EXHIBIT F – WIDEWATERS SAFETY POLICY	6 - 8
STATEMENT OF BIDDERS QUALIFICATIONS	9 - 12
00700 – GENERAL CONDITIONS	13 - 28
01010 – SUMMARY OF WORK	29 - 30
01200 – PROJECT MEETINGS	31
01300 – SUBMITTALS	32 - 35
01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS	36 - 37
01700 – PROJECT CLOSEOUT (WARRANTIES)	38 - 39
01710 – FINAL CLEANING	40 - 41
CERTIFICATE OF INSURANCE FORM	<b>Attached separately</b>
FORM OF CONTRACT	<b>Attached separately</b>

\*This agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single instrument. Facsimile signatures are acceptable and deemed original signatures.

**BIDDING AND GENERAL REQUIREMENTS****DOCUMENT 00100 INFORMATION FOR BIDDERS****1.01 INVITATION TO BID**

- A. WIDEWATERS reserves the right to reject any and all bids.

**1.02 PROPOSAL**

- A. Proposals shall be submitted on the forms provided by WIDEWATERS. All blank spaces for the base bid and alternate prices must be filled in.
- B. Each bidder must include in his proposal all applicable taxes and fees, including permit fees, unless otherwise stipulated.
- C. Each proposal must include a breakdown of the bid into total material cost and total labor cost.
- D. Bids having unfilled blanks in any part of the proposal may be rejected by WIDEWATERS.
- E. Each bidder must include with his proposal an insurance form (Accord Form) valid for the insurance coverage as noted on the attached sample, or as required by WIDEWATERS for the project.
- F. The Widewaters Group, Inc./Widewaters Construction, Inc., Owner and all other parties as required shall be included as additional insureds on the CGL. The Additional Insured Endorsement requested is CG 20-10 04/13 Edition or its equivalent.
- G. Edition.

**1.03 CONDITIONS OF WORK**

- A. Each bidder must inspect the site of the work and inform himself fully of the conditions relating to the construction and labor under which the work is now being or will be performed. Failure to do so will not relieve the bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid.
- B. Each contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruptions or interference with the work of any other contractor, nor will endanger the health or safety of any persons on the premises.

**1.04 DEFINITIONS**

- A. All definitions set forth in the General Conditions and Supplementary General Conditions are applicable to these instructions to bidders.
- B. Bidding Documents include the Advertisement or Invitation to Bid, Information for Bidders, Alternates, Bid Forms, General Conditions, Supplementary Conditions, Specifications and Drawings, including any Addenda issued prior to receipt of bids, and the form of contract.
- C. Addenda are written or graphic instruments issued prior to the receipt of bids which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

**1.05 BIDDER'S REPRESENTATION**

- A. Each bidder by making his bid represents that he has read and understands the Bidding Documents.
- B. Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

**1.06 BIDDING PROCEDURES**

- A. All bids must be prepared on the forms provided by WIDEWATERS and submitted in accordance with the Information for Bidders.
- B. A bid is invalid if it has not been delivered to WIDEWATERS prior to 5:00 p.m. on the date and at the location for receipt of bids indicated in the Advertisement, Invitation to Bid, or Bidding Documents, or prior to any extension thereof issued to the bidders.
- C. Unless otherwise provided in any supplement to this Information for Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids in the Advertisement, Invitation to Bid or Bidding Documents.
- D. Prior to the receipt of bids, Addenda will be mailed or delivered to each person or firm recorded by WIDEWATERS as having received the Bidding Documents and will be available for that purpose. Modifications, if any, issued after the receipt of bids will be mailed or delivered only to the selected bidder.
- E. The bidder understands that the estimated quantities are approximate quantities and that such quantities may vary due to job conditions and that there will be no cost passed on to WIDEWATERS due to variations.

## 1.07 EXAMINATION OF BIDDING DOCUMENTS

- A. Each bidder shall examine the Bidding Documents carefully and not later than seven (7) days prior to the date for receipt of bids, shall make written request to WIDEWATERS 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 WIDEWATERS. Only a written interpretation or correction by addendum shall be binding. No bidder shall rely upon interpretation or correction given by any other method.

## 1.08 SUBSTITUTION

- A. Each bidder represents that his bid is based upon the materials and equipment described in the Bidding Documents.
- B. Substitution, along with corresponding change in price, if any, will be considered if such request is submitted to WIDEWATERS along with a bid. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted; drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.

## 1.09 REJECTION OF BIDS

- A. Each bidder acknowledges the right of WIDEWATERS to reject any and all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of WIDEWATERS to reject a bid if the bidder failed to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

## 1.10 SUBMISSION OF POST-BID INFORMATION

- A. Upon request by WIDEWATERS, the selected bidder shall, within seven (7) days thereafter, submit the following:
  1. A designation of the Work to be performed by the bidder's own forces.
  2. A list of names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the Work as may be designated in the Bidding Documents or, if no portions are so designated, the names of subcontractors proposed for the principle portions of the Work. The bidder must establish to the satisfaction of WIDEWATERS the reliability and responsibility of each proposed subcontractor to furnish and perform the Work described in the Contract Documents for which the subcontractor is proposed.

WIDEWATERS will notify the bidder in writing if WIDEWATERS, after due investigation, has reasonable and substantial objection to any person or organization proposed as a subcontractor as shown on the bidder's list. If WIDEWATERS refuses in writing to accept such person or organization as a subcontractor, the bidder may, at his option, withdraw his bid, notwithstanding anything to the contrary contained in Paragraph 1.06-C. If the bidder submits an acceptable, substitute subcontractor with an increase in his bid price to cover the difference in cost occasioned by such substitution, WIDEWATERS may, at its discretion, accept the increased bid price or WIDEWATERS may disqualify the bidder. Subcontractors and other persons and organizations proposed by the bidder and accepted by WIDEWATERS must be used on the Work for which they were proposed and accepted and shall not be changed except with the written approval of WIDEWATERS.

## 1.11 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. Each bidder must be able to provide a Performance and Payment Bond written by a surety licensed to issue bonds in the state where the project is located and currently listed as an approved surety by either the United State Department of the Treasury or by the comparable office of the state where the project is located.
- B. If WIDEWATERS desires the successful bidder to provide a Performance and Payment Bond, the cost of this bond will be paid or reimbursed by WIDEWATERS and must not be included in the bid price.
- C. Each bidder shall submit with his bid a letter from his surety stating that the bidder qualifies for and will be issued a Performance and a Payment Bond, each in the amount of bid, if awarded the Contract.

The surety's letter shall be addressed to WIDEWATERS, shall include proof to demonstrate the requirements of 1.11 A. above and shall identify the following:

- i. The project;
- ii. The bidder;
- iii. The amount and type of Bond; and
- iv. An acknowledgement that WIDEWATERS may make any additions to, omissions from, or changes in the Work or materials called for in the Contract Documents without notice to the surety or sureties on the bond.

**END OF INFORMATION FOR BIDDERS**

**DOCUMENT 00500 - FORMS AND CONTRACTS****1.01 FORMS AND CONTRACTS**

- A. Attached is an Accord Form sample Certificate of Insurance. Each contractor must submit to WIDEWATERS proof of insurance coverage as required by this attachment prior to beginning work. The Widewaters Group, Inc./Widewaters Construction, Inc., Owner and all other parties required of The Widewaters Group, Inc./Widewaters Construction, Inc. shall be included as additional insureds on the CGL. The Additional Insured Endorsement requested is CG 20-10 04/13 Edition or its equivalent. Minimum coverages are indicated. If not so indicated, they shall be established by WIDEWATERS prior to the Bid date.
- B. Contractor shall supply Widewaters Construction, Inc. and/or The Widewaters Group, Inc. with an ongoing operations and completed operations additional endorsement form while on the Widewaters jobsite and shall keep the completed operations endorsement current for five years after the completion of work. Please refer to the contract for the specific LLC that also needs to be listed as an additional insured for ongoing and completed operations for your work
- C. Attached is a copy of "Statement of Bidder's Qualifications" form, which is to be filled out completely by each contractor.
- D. Bid Proposal Forms: Will be provided by WIDEWATERS.
- E. Attached is a copy of the Form of Contract which will be filled out completely by WIDEWATERS and the bidder upon acceptance of the bidder's bid.
- F. Requisition for Payment Form: Will be provided by WIDEWATERS.

**END OF FORMS AND CONTRACTS**Forms and Contracts  
00500-1

**CONTRACTOR'S WRITTEN GUARANTEE**

We hereby guarantee that the Work as defined in our Contract, numbered \_\_\_\_\_ with WIDEWATERS (WIDEWATERS) which we have installed/supplied at the **PROJECT** and covenant that the Work has been done in strict accordance with the Contract Documents, including the drawings and specifications, and that the Work installed/supplied fulfills all of the requirements of the Contract Documents, including the drawings and specifications. In addition to other remedies that WIDEWATERS may have, we agree to repair or replace or cause to be repaired or replaced any or all of our Work which may prove to be defective in workmanship or materials, together with any adjacent work which requires repair or replacement because of our defective Work, within a period of \_\_\_\_\_ year(s) from date of acceptance of the Project.

If we fail to start compliance with the requirements contained in the above paragraph within ten (10) days after receipt of written notice to do so, or fail to pursue such compliance with diligence, we, jointly and severally, do hereby authorize WIDEWATERS to proceed to have the defects repaired and made good at our sole cost and expense. We will honor and pay the costs and charges incurred, including an additional 25% for WIDEWATERS' overhead and administrative expense. If we fail to fulfill the preceding obligations, and if WIDEWATERS brings an action to enforce this guarantee, we agree to pay WIDEWATERS' reasonable attorney's fees and other litigation costs incurred in connection therewith.

\_\_\_\_\_  
Name of Contractor

(Corporate Seal)

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

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn deposes and says  
that he/she is \_\_\_\_\_ of

\_\_\_\_\_ and that the answers to the foregoing questions  
and all statements therein contained are true and correct.

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission expires \_\_\_\_\_.

**EXHIBIT "F"****WIDEWATERS SAFETY POLICY****Viewpoint of Management**

Contractor realizes that practically all accidents are preventable and that most accidents can be prevented by all employees actively participating in accident prevention. Contractor also recognizes that an organized approach to the problem of accident prevention is absolutely necessary to achieve a maximum number of uninterrupted and accident-free operations.

**Duties of Contractor, Construction Site Supervisor and Manager, Sub-Contractors and other Supervisory Personnel**

When planning job operations under their control, Contractor's construction site supervisors and managers, and all subcontractors, shall provide for the elimination of accident hazards. For example, they shall:

1. Instruct employees in safe work practices and work methods at the time they are given work assignments.
2. Ensure that all employees have the proper protective equipment and suitable tools for the job.
3. Continuously check for unsafe practices and conditions.
4. Set a good example for the employees.
5. Acquaint employees with the safety requirements for the job and see that they are followed.
6. Make a complete investigation of each accident involving any employee to determine what is necessary to take corrective action.
7. If there is an accident, document the probable cause, injuries, witnesses and suggestion for the prevention of a reoccurrence of such an accident and submit it to WIDEWATERS' Project Safety Committee as soon as possible.

**Job Accident Prevention Meetings**

Periodic job safety meetings will be set up by the construction site manager who will act as chairman, and by individual contractors and subcontractors for their employees. The frequency of meetings will be determined by job conditions. In addition, construction site managers and Contractors should hold weekly toolbox type "job safety meetings" with their men.

**Visits by the Insurance Company Representative**

Surveys of the construction site may be made periodically by representatives of the Engineering and Loss Control. These surveys will normally be made in the company of the construction site manager. The purpose for surveying the job is to assist in preventing injuries to employees, to members of the public, to employees of the Contractors and subcontractors, and to prevent damage to property.

**Minimum Safety Requirements**

At the start of each job, construction site managers and Contractors should be aware that production can be achieved with safety and that the safety of any individual employee should not be sacrificed for production. Unsafe practices and conditions should be observed and corrected. The following minimum requirements shall be observed:

**Personnel Protection**

1. Wearing of hard hats shall be required on jobs designated as "hard hat" jobs or in areas designated as hard hat areas.
2. Sturdy and substantial footwear shall be worn. Hard toe shoes should be encouraged.
3. Appropriate goggles and/or safety glasses shall be worn by personnel engaged in eye hazard operations such as grinding, chipping, brushing, jackhammer operations, welding and burning.
4. Gloves shall be worn when rough, splintery or corrosive materials are being handled.
5. Respirators shall be worn when there is an exposure to harmful dusts or fumes.
6. All portable electric tools shall be properly grounded or of the double insulated plastic body type.

**Public Protection and Traffic Control**

1. Appropriate warning signs, barricades, flares, lanterns and markers shall be used whenever work is done on a public thoroughfare and in other areas where the operation presents a hazard to employees or the general public.
2. Flagman shall be provided as required to control traffic.
3. Excavations shall be properly barricaded, fenced and sheathed or braced.
4. The integrity of the temporary fencing around the project shall be maintained.

**Power Driven Equipment**

1. All power driven equipment shall be checked daily by the operator for proper lubrication, adjustment and operation. This shall include brakes, steering gears, tires, clutches, hydraulic systems and auxiliaries.
2. All moving parts of equipment exposed to contact such as belts, pulleys, gears, chains, couplings, etc. shall be fully enclosed or protected against accidental contact.
3. Boom equipment shall have load capacities determined based on the radius of the boom and job attachments. Signs shall be posted in the cab indicating safe capacity and safe boom angle. Booms may not be side loaded at any time.
4. Extreme care shall be exercised when cranes are operated or moved near power lines. The lines shall be "killed", raised, shielded or relocated. Ground men shall be instructed not to touch any part of the crane, load or slings when the boom is near the overhead power lines.
5. Bulldozers used in clearing and grubbing operations shall be equipped with suitable overhead protection.
6. No one other than the operator may be permitted to ride on construction equipment.
7. Equipment shall not be refueled while the engine is operating.
8. Adequate haul roads designed for two-way traffic shall be provided. Other traffic is restricted to one lane width. Flagman shall control traffic.
9. Truck drivers shall not start backing operations at any location unless signal men have been provided. They shall stop backing when a signal man is no longer in site. Trucks operating on highways with loads extended beyond the sides of the body or three feet beyond the tailgate shall be marked with red flags in daylight and red lights at night.
10. Suitable clear parking areas for equipment shall be provided, clear of operations and equipment not in use shall be safely parked. This includes lowering of booms, buckets, blades, etc., engine shutoff and parking brakes applied.

**Pile Driving**

1. When piles are placed at the rig for housing, the hammer end shall be nearest the operation, and in such position that it will not swing or whip while being raised. A tag line shall be used. Men not engaged in this work shall be kept back a distance equal to twice the length of the pile.
2. Excessive vibration and ground shock shall be avoided. If excessive shock is suspected, a seismographic survey shall be requested.

**Blasting**

1. Explosives shall be stored in approved locked magazines. Detonators shall be stored separate from explosives. Explosives and detonators shall be transported in separate non-metallic containers.
2. Magazines in which explosives are stored shall not be used for any other purpose.
3. The transportation, handling, storage and use of the explosives shall be supervised by an experienced person who will ensure that all applicable regulations are being complied with.

**Housekeeping**

1. All materials shall be stored properly clear of work areas. Lumber, pipe, steel, etc., shall be stored in orderly piles, protected against capsizing or rolling. Gravel, sand, etc., shall be stored in neat segregated piles clear of traffic lanes in parking areas. Cables, ropes and wiring shall be stored on reels and properly coiled.
2. Scrap materials or trash shall be properly disposed of daily.
3. Salvage or re-usable materials shall be properly stacked and stored. Lumber shall have all nails removed or bent over.
4. Gasoline shall not be used as a cleaning solvent. Safety cans shall be used for storing small quantities and for carrying gasoline. Gasoline shall be stored in safe areas.
5. Gas cylinders shall be stored upright in safe areas, secured to prevent tipping or falling. Protective caps shall be in place. Empty cylinders shall be marked with chalk or crayon and returned to the storage yard for exchange.
6. Fire protection shall be practiced. Oily rags shall not be permitted to accumulate in shops, storage rooms or storage areas, but shall be disposed of daily. Clean rags shall be kept in covered metal cans.

**General**

1. These are minimum safety rules. Common sense should be used when these minimum rules do not apply. Reference should continually be made to the Occupational Safety and Health Register (OSHA). Contractors must also comply with the Occupational Safety and Health Act of 1970, as amended, and other federal, state and local safety requirements, as well as the foregoing policy.

**ADDENDUM TO WIDEWATERS SAFETY POLICY****HAZARDOUS MATERIALS COMMUNICATION POLICY**

During the course of normal construction practices, employees may be required to handle or come in contact with potentially hazardous chemicals or materials. These items may all be utilized at no risk if employees observe standard industry safety practices combined with a minimum of common sense.

To further reduce the potential for contact with potentially hazardous agents, Contractor recognizes the following procedures for the storage and usage of these materials:

**Hazardous Material Inventory**

Each job superintendent will have on file at the construction site an inventory of potentially hazardous chemicals and materials currently used by the company. This listing will include materials containing potentially hazardous chemicals as well as inert materials that if altered by cutting or burning, could release potentially hazardous fumes, vapors or dust. The list will be updated on a regular basis and shall be delivered to and maintained at the central job office. Each superintendent is responsible to inform the office of any new hazardous substances brought directly onto the job site.

**Labeling**

All potentially hazardous materials must be stored in their original containers with factory warning and usage instructions intact and legible. Gasoline, kerosene and other flammable materials must be stored in approved, labeled containers. Non-hazardous materials can be stored in non-original containers, but must be marked with some kind of labeling indicating their contents. Inert materials that do not require containment do not require labeling.

**MSDS File**

Material safety data sheets (MSDS) shall be kept on file at the job site and shall be accessible for questions or inspection. No Contractor or subcontractor shall allow any potentially hazardous material to be purchased or brought on site unless this procedure is followed and the material is accompanied by a MSDS.

**Instruction**

No employee shall perform work that requires use or contact with a potentially hazardous material without first receiving instruction on the substance's properties, effects, correct handling procedures and treatment in case of exposure. When wide-spread use of a hazardous material is scheduled, correct procedures will be taught to employees as a whole at a weekly tool-box meeting. When the job superintendent has insufficient information to conduct instruction, advice from the manufacturer will be solicited.

**Contractor Policy**

Each Contractor is required to establish and follow its own programs in compliance with OSHA and with Hazardous Communications standards. In addition, Contractors must provide WIDEWATERS with written communication whenever using a potentially hazardous material in an area being occupied by the employees of other contractors. This communication must include each appropriate MSDS and advice on the properties, effects, correct handling procedures and treatment.

**POTENTIAL HAZARDOUS MATERIALS,  
Listed by Division, include, but are not limited to:**

**Division 1 - General Conditions**

1. gasoline (fire, explosion, poison)
2. kerosene (fire, explosion, poison)
3. cleaning fluids (fire, poison)
4. flares (fire)
5. lubricants (poison, irritant)
6. pest/rodent poison (poison)
7. hydraulic fluids (poison, irritant)
8. powder actuated loads (explosion)
9. welding rods (vapor)

**Division 2 - Sitework, Demolition**

1. crushed limestone (dust)
2. fertilizers (poison, irritant)
3. asphalt paving (fumes)
4. calcium chloride (irritant)
5. pavement sealants (irritant)
6. acetylene (explosion)
7. propane (explosion)
8. oxygen (fire)

**Division 3 - Concrete**

1. form oil
2. concrete (irritant)
3. grouts
4. hardeners

5. bonding agents
6. curing agents
7. steel reinforcement (when cut with torch)
8. sand (dust)

**Division 4 - Masonry**

1. brick (dust when cut)
2. CMU (dust when cut)
3. sand blasting silicate (dust)
4. mortar
5. acid-wash/masonry cleaner

**Division 5 - Steel**

1. structural steel (when welded or cut with torch)
2. primer paint

**Division 6 - Carpentry**

1. treated lumber
2. wood glues, epoxies
3. putties/fillers
4. plastic laminate (dust when cut)
5. laminate glue
6. wood preservatives

**Division 7 - Moisture/Thermal Protection**

1. bituminous damp proofing
2. silicone damp proofing
3. water repellent coatings
4. fiberglass batt insulation
5. spray-in insulation
6. rigid insulation (when cut)
7. asphalt shingles
8. torch-down roofing
9. built-up roofing materials
10. bituminous caulk
11. silicone caulk
12. epdm roofing system

**Division 9 - Finishes**

1. plaster (dust when sanded)
2. drywall (dust when cut)
3. grout for ceramic
4. mastic for wood flooring
5. mastic for tile
6. fire resistant coatings
7. cementous coating
8. paint
9. stains/poly
10. paint cleaners/thinners
11. acoustic tile (dust when cut)



**STATEMENT OF BIDDERS QUALIFICATIONS**

(TO BE SUBMITTED WITH BID)

All questions must be answered and the data shown must be clear and comprehensive. This questionnaire must be notarized. The person signing this questionnaire certifies the truth and accuracy of all statements and all answers to questions made hereinafter. If necessary, questions may be answered on separate attached sheets. The bidder is encouraged to submit any additional information he desires (i.e. brochures).

PRINT OR TYPE ALL INFORMATION EXCEPT FOR SIGNATURES.

Project Title: \_\_\_\_\_

Name of Bidder  
to be Qualified: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

1. The bidder is a (check one) \_\_\_\_\_ Individual, Partnership,  
\_\_\_\_\_ Corporation \_\_\_\_\_  
\_\_\_\_\_ Corporation Incorporated in the State of \_\_\_\_\_,  
Or joint venture consisting of \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_, or \_\_\_\_\_  
a Limited Liability Company,

2. List the names of all officers of your firm or corporation and principal stockholders:

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

3. What is the dollar value of the largest contract that you have been awarded and completed within the last five (5) years?  
Also include name of the job, where it was located, for whom it was done and the name and telephone number of references.  
(Attach additional sheets if more space is needed.)

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

4. Are you engaged in any other contract work at the present time?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", complete the information required below and give the total value of work now under contract. Total value of all work presently under contract and value of uncompleted parts of the work as of the date of filing is:

Total Value: \_\_\_\_\_

Uncompleted to date: \_\_\_\_\_

In the event that you are not engaged in any work at present, furnish names and telephone numbers of at least three references concerning your past experience.

Name of Project \_\_\_\_\_

Bid Price \$ \_\_\_\_\_

Estimated Completion

Client \_\_\_\_\_

Date \_\_\_\_\_

Name of Project \_\_\_\_\_

Bid Price \$ \_\_\_\_\_

Estimated Completion

Client \_\_\_\_\_

Date \_\_\_\_\_

Name of Project \_\_\_\_\_

Bid Price \$ \_\_\_\_\_

Estimated Completion

Client \_\_\_\_\_

Date \_\_\_\_\_

Name of Project \_\_\_\_\_

Bid Price \$ \_\_\_\_\_

Estimated Completion

Client \_\_\_\_\_

Date \_\_\_\_\_

5. Has your firm or corporation or any members of the firm or corporation been involved in any of the following within the last three (3) years:

Yes \_\_\_\_\_ No \_\_\_\_\_

- a) Assessment of liquidated damages
- b) Default on a contract
- c) Denial of award of contract by any public agency
- d) Ineligibility to bid on any public project
- e) Assignment of monies earned under a contract
- f) Determined "not responsible" by any public entity

If "Yes", explain in detail:

---



---



---

6. Have you necessary financial resources to undertake this Project without dependence on guarantee or bank credit? Yes \_\_\_\_\_ No \_\_\_\_\_

If "No", explain:

---



---



---

7. Do you intend to make an assignment of the monies due under this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", to what bank? \_\_\_\_\_

8. When and in what manner have you inspected this Project? Explain in detail:

---



---



---

9. Please give the names and experience of personnel who will handle your field work on this project.

Project Superintendent: \_\_\_\_\_

---



---



---

Others: \_\_\_\_\_

---



---

10. What work will you perform on site and with your own forces (indicate here major items of work and dollar value of items listed)?

Item

Dollar Value

_____	_____
_____	_____
_____	_____

11. What percentage of the entire job will you do with your own forces?  
\_\_\_\_\_ %

12. How many of your own workmen do you have available for this project?  
\_\_\_\_\_

13. What part of the work do you plan on subletting (indicate here major items of work and dollar value of these items listed)?

Item of Work \_\_\_\_\_ Value \$ \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

Item of Work \_\_\_\_\_ Value \$ \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

Item of Work \_\_\_\_\_ Value \$ \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

Item of Work \_\_\_\_\_ Value \$ \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

14. What percentage of the dollar value of the entire job does this represent?  
\_\_\_\_\_ %

15. List below, if applicable, the number and types of construction equipment, in good working condition, which is owned by you and will be used for this project:

<u>Type</u>	<u>Number</u>	<u>Age of Equipment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. What type of equipment, if applicable, will you rent to perform the work required for this contract?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

17. Remarks that applicant believes are appropriate:

---

---

---

---

---

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_

Name of Bidder

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

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

City of \_\_\_\_\_

\_\_\_\_\_, being duly sworn deposes and says  
that he/she is \_\_\_\_\_ of \_\_\_\_\_  
and that the answers to the foregoing questions  
and all statements therein contained are true and correct.

Subscribed and sworn to me before this \_\_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

My Commission expires \_\_\_\_\_

**WIDEWATERS DIV. 1A**  
**BIDDING AND GENERAL REQUIREMENTS**

**DOCUMENT 00700 GENERAL CONDITIONS**

**1.01 DEFINITIONS**

- A. The Contract Documents: The Contract Documents consist of the Information to Bidders, the Form of Contract, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to execution of the Contract and all Modifications thereto. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a written interpretation issued by WIDEWATERS or Architect.
- B. The Contract: All of the Contract Documents form the Contract.
- C. The Work: The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- D. The Project: The Project is the total construction designed by the Architect of which the Work may be the whole or a part.
- E. The Architect: The design professional whose stamp appears on the Drawings or such other licensed design professional as may be designated by WIDEWATERS.
- F. The Tenant: The party which will own and/or occupy the Project when completed.
- G. The Agreement: the Contract.

**1.02 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS**

- A. WIDEWATERS and Contractor shall sign not fewer than duplicate originals of the Contract. If either WIDEWATERS or the Contractor or both do not actually sign the Contract, the General Conditions, the Form of the Contract, the Drawings, the Specifications, and all of the Contract Documents shall be incorporated in the agreement between the parties as if the Contract had been actually signed by both of the parties.
- B. Contractor's Investigations and Presentations. Contractor represents that it is fully qualified to perform this Agreement, and acknowledges that prior to the execution of this Agreement it has (a) by its own independent investigation ascertained and fully evaluated (i) the Work required by this Agreement (ii) the conditions and difficulties involved in performed the Work (iii) the obligations of the Contract Documents and (iv) the nature locality and site of the Work; and (b) verified all information furnished by WIDEWATERS or others, satisfying itself as to the correctness and accuracy of that information. Any failure by Contractor to investigate independently and become fully informed will not relieve Contractor from its responsibilities hereunder.
- C. Order of Preference: The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Figured dimensions will take precedence over scale dimensions. Details shall take precedence over scale drawings. The Drawings and Specifications are reciprocal. Contractor agrees to immediately report any and all conflicts and discrepancies in writing to the Architect and WIDEWATERS. If there is a discrepancy between the Drawings and the Specifications, the more stringent requirement shall be followed.
- D. In the event of a conflict between or among Modifications, the later in date shall prevail; in the event of a conflict between or among other terms of the Contract Documents, the higher standard or greater requirement for Contractor shall prevail. The intention of this Agreement is to include all labor, materials, equipment, insurance and other items necessary for the proper execution and completion of the Work in accordance with all of the requirements contained in the Contract Documents. It is intended that work not covered under any heading, section, branch, class or trade of the Specifications shall be supplied if it is required elsewhere in the Contract Documents or if it is reasonably inferable as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used in this Agreement in accordance with such recognized meanings.
- E. Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of Contractor to timely notify WIDEWATERS in writing. Upon receipt of said notice, WIDEWATERS shall instruct Contractor to the measures to be taken, and Contractor shall comply with WIDEWATERS' instructions. Nothing herein shall bar Contractor's right, if any, to seek additional compensation if allowable under the Agreement.
- F. The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.
- G. Written interpretations necessary for the proper execution or progress of the Work, in the form of drawings or otherwise, may be issued by the Architect in accordance with any reasonable schedule agreed upon. In addition, either party to the Contract may make written request to the Architect for an interpretation. Such interpretations shall be written and shall be consistent with or reasonably inferable from the Contract Documents. However, in the event that such an interpretation is not possible, the order of preference of the documents forming this Agreement shall be (1) Modifications (2) the Form of the Contract, including attached Exhibits (unless the WIDEWATERS General Conditions of the Contract Documents impose a higher standard or greater requirement on the Contractor, in which case WIDEWATERS General Conditions of the Contract Documents shall govern), (3) the Specifications (unless the provisions of [2] apply), and (4) the Contract Drawings (unless the provisions of [2] apply).

**1.03 COPIES FURNISHED AND OWNERSHIP**

- A. Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.
- B. All Drawings, Specifications and copies thereof produced by the Architect are and shall remain his property. They are not to be used on any other project, and, with the exception of one contract set for each party to the Contract, are to be returned to the Architect on request at the completion of the Work.

General Conditions  
00700-1

## 1.04 OWNER AND OWNER'S AGENT

- A. WIDEWATERS is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term WIDEWATERS or WIDEWATERS means WIDEWATERS or his authorized representative, hereinafter referred to as WIDEWATERS' Agent or Agent.
- B. Information and Service Required of WIDEWATERS
  - 1. WIDEWATERS shall furnish all surveys describing the physical characteristics and legal limits for the site of the Project.
  - 2. WIDEWATERS shall secure and pay for easements.
  - 3. Information or services under WIDEWATERS' control shall be furnished by WIDEWATERS with reasonable promptness to avoid delay in the orderly progress of the Work.
  - 4. WIDEWATERS shall issue all instructions to the Contractor through the Agent.
- C. Administration of Contract
  - 1. The Agent will provide general administration of the Contract.
  - 2. The Agent will be WIDEWATERS' representative during construction and until final acceptance and payment. The Agent will have authority to act on behalf of WIDEWATERS to the extent provided in the Contract Documents. The Agent will advise and consult with WIDEWATERS and all of WIDEWATERS' instructions to the Contractor shall be issued through the Agent.
  - 3. The Agent shall at all times have access to the Work wherever any part of it is in preparation or progress. The Contractor shall provide facilities for such access so the Agent may perform his functions under the Contract Documents.
  - 4. The Agent will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, he will keep WIDEWATERS informed of the progress of the Work. The Agent may also point out defects or deficiencies in the Work of the Contractor.
  - 5. Based on such observations and the Contractor's Requisition for Payment, the Agent will determine what amount, if any, is then owing to the Contractor.

## 1.05 CONTRACTOR

- A. The Contractor is the person or organization identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.
- B. Representations of Contractor. Without limiting the effect of any other warranties or representations, expressed or implied, relating to the Contract, the Contractor warrants and represents that he has carefully examined all the Contract Documents and the site of the Project and is familiar with all aspects of the Project as they relate to the work herein specified. The Contractor further warrants that he is financially solvent, experienced in the Work, and competent to perform the Work.
- C. Contractor has been informed by WIDEWATERS and acknowledges that it is Contractor's sole and independent responsibility to obtain all necessary documents to bid the Contract. Contractor has satisfied itself, without limitation, that to submit a complete, knowing, binding, lump sum bid, its bid is based on all inquiry and documents it deems necessary and appropriate, including, without limitation, all local, town, county, state and federal health, environmental, zoning, building, plumbing, sanitary or other codes, ordinances, rules, regulations, laws or requirements, and that without exception or condition, Contractor shall be bound by the Lump Sum Contract Price, except as specifically set forth in the Contract or a Change Order, regardless of whether any requirements of its Work are not in the Plans and Specifications, including if, by reason of the Plans and Specifications, or any code, ordinance, rules, regulations, laws or requirements, such requirements become a part of Contractor's Work.
- D. Supervision and Construction Procedures: The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- E. Labor and Materials:
  - 1. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
  - 2. The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Project or to perform any of the Work any unfit person or anyone not skilled in the task assigned to him.
- F. Warranty:
  - 1. The Contractor covenants, warrants and represents to WIDEWATERS and the Agent that, unless otherwise specified, all materials and equipment furnished under the Contract are new. If required by WIDEWATERS and/or the Agent, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
  - 2. The Contractor guarantees all of the Work is of good quality, free from faults and defects and in conformance with the Contract Documents.

3. Any materials, equipment or work not conforming to these standards may be considered defective.
  4. The Contractor guarantees his materials and workmanship for not less than a period of twelve (12) months following the date of final acceptance of such work by WIDEWATERS or the Tenant, whichever later occurs. The Contractor shall execute a written guarantee in the form supplied by WIDEWATERS. Under this guarantee the Contractor shall make good, at its own cost and expense and without delay, any defect or failure of any part of the Work due to poor or faulty workmanship, materials, manufacture or installation or due to the failure of any equipment or materials to satisfactorily perform as required by the Specifications. The Contractor shall also, at his expense, make good any damage to any part of the Work caused by a latent defect in material or workmanship which is identified following the date of final acceptance of the work and release and payment of the final retention amounts and such shall be corrected at the Contractor's expense within sixty days following notice. Any work replaced or rebuilt during the above mentioned guaranty periods shall be guaranteed for a twelve (12) month period starting from the date of acceptance of the repair, reconstruction or replacement.
- G. Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required by law.
- H. Permits, Fees and Notices:
1. Unless otherwise stipulated in the Agreement, the Contractor shall secure and pay for all other permits, governmental fees and licenses necessary for the proper execution and completion of the Work which are applicable at the time the bids are received.
  2. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Agent in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any work in a manner contrary to such laws, ordinances, rules and regulations without such notice to the Agent, he shall assume full responsibility therefore and shall bear all costs attributable thereto.
- I. Cash Allowances: The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. The Contractor shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Agent may direct, but Contractor will not be required to employ persons against whom he makes reasonable objection. If the net cost, when actually determined, is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Modification. The Modification shall also provide for an adjustment in the Contract Sum for any change in handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over or decrease from the original allowance.
- J. Contractor agrees to employ personnel on the Work who will at all times work in harmony with the personnel employed by WIDEWATERS and other contractors on the Project, and should the Work of WIDEWATERS or any other contractor, for any reason, be stopped or materially delayed in the judgment of WIDEWATERS due to the Contractors not having proper or adequate personnel to do the work then WIDEWATERS shall have the right, after forty-eight (48) hours written notice to Contractor, to employ such personnel, and the cost of completing the unfinished part of the Contractor's work shall be charged to the Contractor as otherwise set forth in this Contract.
- K. Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Agent and shall not be changed except with the consent of the Agent, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications may be confirmed in writing on written request to the Agent.
- L. It is further understood and agreed that contracts will be awarded and labor employed upon the Project without discrimination as to whether the employees of WIDEWATERS or any contractor are members or non-members of any labor organization. The Contractor agrees that in the event of work stoppage resulting from a labor dispute directed at the Contractor, then WIDEWATERS shall have the right to proceed as set forth in (j) above.
- M. WIDEWATERS is committed to equal employment opportunity for all persons regardless of race, color, religion, sex, age, national origin, marital status, disability, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with subcontractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of standard Form EEO-1.
- N. Responsibility for Those Performing the Work: Contractor shall be responsible to WIDEWATERS for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under or through a contract with the Contractor.
- O. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Agent's approval an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. The schedule shall indicate the dates for the starting and completion of the various stages of construction. Contractor's schedule shall also show other details for ordering materials, supplies and equipment for the Work in order that WIDEWATERS may be assured that the Contractor is in compliance with the Project's schedule. Contractor shall provide weekly reports of material delivery schedules and status at the Project. The schedule shall be revised as required by the conditions of the Work, subject to the Agent's approval. The Contractor shall participate in meetings to discuss the Project's schedule as directed by the Agent.
- P. Drawings and Specifications at the Site: The Contractor shall maintain at the site for WIDEWATERS one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction, which shall be available to the Agent at all times. The Drawings, marked to record all changes made during construction, shall be delivered to the Agent upon completion of the Work, as a condition to the payment of any amount then not paid under the Contract.
- Q. Use of Site: The Contractor shall confine operations at the site to only those areas permitted by law, ordinances, permits and/or the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

## R. Cutting and Patching of Work:

1. Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his Work except as otherwise specifically provided in the Contract Documents. Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts fit together properly and shall not endanger any other work on the Project by cutting, excavating or otherwise, unless specifically authorized to do so by WIDEWATERS. Contractor shall not endanger any work of any other contractor by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor except with the written consent of the Agent.
2. Contractor shall keep himself informed of the time schedule and progress of the Work in relation to any other work on the Project and shall furnish and install all sleeves, inserts, hangers, etc., in ample time so as not to delay the Project or any other contractor's work.
3. Any expense incurred in correcting errors caused by the failure of the Contractor to provide preparation of or proper information to other contractors for accommodation of the Work shall be borne by the Contractor. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.
4. Contractor shall be responsible for building in his Work, all chases, recesses, and structures which are necessary for accommodation of other work if properly and timely requested by another contractor.

## S. Cleaning Up:

1. Contractor shall daily keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall perform all work to comply with Section 01710.
2. If the Contractor fails to clean up, WIDEWATERS may do so and the cost thereof shall be charged to the Contractor.
3. If needed, Contractor shall supply his own dumpsters. No dumpsters will be provided by WIDEWATERS.
4. In the event of a dispute between Contractor and one or more separate contractors as to their respective responsibility for cleaning up, or in the event Contractor and one or more other contractors fail to clean up, Contractor agrees WIDEWATERS may clean up and charge the cost thereof to the several contractors as the Agent, in his sole discretion, shall determine to be just.

## T. Indemnification:

1. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend WIDEWATERS, the Tenant, the Architect and their agents and employees from and against all claims, damages, losses and expenses including reasonable attorneys and consultant fees in connection with the loss of life, personal injury, bodily injury or damage to property arising from or out of the Work in, upon or at the Project or occasioned wholly or in part by an act or omission of Contractor, its agents, subcontractors, employees or invitees.
2. To the fullest extent permitted by law, the Contractor is liable for and will defend, indemnify and hold harmless and reimburse WIDEWATERS, Tenant and Architect, and each officer, agent, and employee of the same, against:
  - a. all claims arising out of any breach of this Agreement by the Contractor, or a breach of any agreement relating to the Work or any of the Work done by any lower-tier contractor, or from any negligent act, error or omission by Contractor or any lower-tier contractor, or any patent; or from copyright infringement arising out of the performance of this Agreement by Contractor or any lower-tier contractors;
  - b. all liabilities, claims and demands for personal injury or bodily injury (including death) or property damage (real, personal, tangible or intangible) including injury or death to contractor's employees, together with any resulting costs, legal fees and consulting fees, arising out of or caused by any act or omission of the Contractor or any lower-tier contractor, their agents or employees;
  - c. all liens or claims of right to enforce liens, against the Project, Project site or any other improvements erected on the Project site arising out of any Work performed or to be performed or labor, services or materials furnished or to be furnished under this Agreement; and
  - d. all other costs, damage, expenses and liabilities (including all resulting costs, legal fees and consultant(ees) for which WIDEWATERS is liable to Tenant under its Agreement, or to any third party under agreements with those third parties who may be affected by construction of the Project on account of or in any way related to Contractor's Work.
3. In the event of any claim against WIDEWATERS, the Tenant, the Architect, or any of their agents or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are or may be liable, this obligation to defend, indemnify and hold harmless shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability acts or other employee benefit acts.
4. The obligation of the Contractor to defend, indemnify and hold harmless shall not extend to the liability of the Architect, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Modifications, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
5. The Contractor accepts and assumes all liability, financial or otherwise, in connection with this Contract and shall protect and save harmless WIDEWATERS from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working on the same Project site.

- U. Until Contractor's obligations under this Agreement are completely fulfilled, Contractor agrees not to perform any Work directly for the Tenant, or deal directly with the Tenant's representatives in connection with the Project, unless so directed in writing by WIDEWATERS.



## 1.06 SUBCONTRACTORS

## A. Definitions:

1. A subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the site. The term "subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a subcontractor or his authorized representative.
2. A sub-subcontractor is a person or organization who has a direct or indirect contract with a subcontractor to perform any of the Work. The term "sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a sub-subcontractor or an authorized representative thereof.
3. Nothing contained in the Contract Documents shall create any contractual relation between WIDEWATERS, the Tenant or the Architect and any subcontractor or sub-subcontractor.

## B. Assignment, subletting or delegation prohibited: The Contractor may not assign, sublet, subcontract or delegate any part of its rights or duties or both nor any money due or to become due under this Contract, and any such assignment, subletting, subcontract or delegation shall be void, unless prior written approval from WIDEWATERS is received.

## C. Award of Subcontracts and Other Contracts for Portions of the Work.

1. If Contractor has not previously complied with the requirements contained in Paragraph 1.10A of Section 00100, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Agent in writing for acceptance by WIDEWATERS a list of the names of the subcontractors proposed for the principal portions of the Work. The Agent shall promptly notify the Contractor in writing if WIDEWATERS, after due investigation, has reasonable objection to any subcontractor on such list and does not accept him.
2. The Contractor shall not contract for any portion of the Work with any subcontractor, including those who are to furnish materials or equipment fabricated to a special design, who has been rejected by WIDEWATERS or the Agent. The Contractor will not be required to contract with any subcontractor or person or organization against which he has a reasonable objection.
3. If WIDEWATERS or Agent refuses to accept any Subcontractor or person or organization on the list submitted by the Contractor in response to the requirements of the Contract Documents, the Contractor shall submit an acceptable substitute and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution provided the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents.
4. The Contractor shall not make any substitution for any subcontractor or person or organization which has been accepted by WIDEWATERS or the Agent unless the substitution is acceptable to WIDEWATERS or the Agent.

## D. Subcontractual Relations:

1. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor (and where appropriate between subcontractor and sub-subcontractors) which shall contain provisions that:
  - a. Preserve and protect the rights of WIDEWATERS and the Agent under the Contract with respect to that aspect of the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
  - b. Require that the aspect of the Work to be performed under the subcontract be performed in accordance with the requirements of the Contract Documents and that subcontractor guarantee such work in the manner and to the extent as required of the Contractor under this Agreement;
  - c. Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party in reasonable time to enable Contractor to timely apply for payment from WIDEWATERS;
  - d. Require that any claim for additional costs, extension of time, damages or otherwise with respect to the subcontracted Work be submitted to the Contractor in sufficient time so that the Contractor may timely comply in the manner provided in the Contract Documents for like claims by the Contractor upon WIDEWATERS;
  - e. Waive all rights the contracting parties may have against one another for damages caused by fire, other perils covered by the property insurance, except such rights as they may have to the proceeds of such insurance held by WIDEWATERS, as trustee; and
  - f. Obligate each subcontractor to incorporate the provisions of this Paragraph 1.06-D in his sub-subcontracts.

## E. Payment of Subcontractors:

1. Contractor shall pay each subcontractor, upon receipt of payment from WIDEWATERS, an amount equal to the percentage of completion allowed to the Contractor on account of such subcontractor's portion of the Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each subcontractor to make similar payments to his sub-subcontractors.
2. If WIDEWATERS fails to pay a requisition for payment for any cause which is the fault of the Contractor but not the fault of a particular subcontractor, Contractor shall pay that subcontractor, on demand made at any time after the requisition for payment should otherwise have been paid, for his work to the extent completed, less the retained percentage.
3. Contractor shall pay each subcontractor a just share of any insurance monies received by the Contractor, and shall require each subcontractor to make similar payments to his sub-subcontractors.
4. Neither WIDEWATERS nor the Architect shall have any obligation to pay or to see to the payment of any monies to any subcontractor except as may otherwise be required by law.

## 1.07 SEPARATE CONTRACTS

## A. WIDEWATERS' Right to Award Separate Contracts:

1. WIDEWATERS reserves the right to award other contracts in connection with other portions of the Project under these or similar conditions of contract.
2. When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the Contractor who is bound to and/or signs each separate contract.

## B. Cooperation with Others:

4. The Contractor is aware that WIDEWATERS is or will be, from time to time, engaging and employing the services of other contractors and other specialty trades, including utility and telephone companies, and design consultants, for the performance of other work in and about the Project, and that the Contractor may not have exclusive possession of the site at any time during the performance of the Work. The Contractor agrees to cooperate with the various contractors and trades employed by WIDEWATERS and to arrange the sequence of the work hereunder to conform to the progressive operations of the work already under contract and to be put under contract. Cooperation and adjustment with the contractors engaged and to be engaged upon the site is essential to properly coordinate the efforts of all contractors engaged in the Project. Where the work of the Contractor, WIDEWATERS and other contractors overlaps or dovetails, materials shall be delivered and operations conducted so as to carry on the work continuously in an efficient and workmanlike manner. Delays or oversights on the part of the Contractor in performing its Work, thereby causing cutting, removing or replacing of work already in place or the condition of the site, roads or utilities, shall not be a basis for a claim for extra compensation against WIDEWATERS. In case of interference between the operations of different contractors, WIDEWATERS will be the sole judge of the rights of each contractor and of the sequence of the work necessary to promote the timely completion of the entire Project, and WIDEWATERS' decision shall be final.
5. The Contractor agrees that he has included in his price for the various items of work under this Contract the additional cost of doing the work under this Contract because of the fact that he does not have an exclusive site of the work, and that he will make no claim for additional costs because of interferences of other contractors, utility work and similar interferences and the necessity or desirability of opening certain portions of the Project to traffic, delivery of materials, installation of utilities and roads and occupancy before the entire work is completed.
6. The Contractor will cooperate with other contractors and trades employed by WIDEWATERS on this Project in the cleanup of the Project site. Contractor will be solely responsible for maintaining a clean working area at all times and for trucking all his waste material off the job site daily.

## C. Mutual Responsibility of Contractors:

1. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate his Work with theirs.
2. If any part of the Contractor's Work depends for proper execution of results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Agent any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in other separate contractors' work after the execution of the Contractor's Work.
3. Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues WIDEWATERS or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, WIDEWATERS shall notify the Contractor who shall defend such proceedings at the sole cost and expense of Contractor, and if any judgment or award against WIDEWATERS arises there from, Contractor shall pay or satisfy it and shall reimburse WIDEWATERS for any attorneys' fees and court or arbitration costs which WIDEWATERS has incurred.

- D. Delay by Others: The Contractor shall not be responsible for delays caused by other contractors employed by WIDEWATERS. However, the Contractor shall be responsible for making every effort to complete its work on time in the event of a delay by others, by moving on to other areas of the work during any such delay or by other reasonable changes in schedule or progression of the work in order to accommodate the delay of others and still meet the schedule requirements under this Contract.

## 1.08 MISCELLANEOUS PROVISIONS

- A. Written Notice: Written notice shall be deemed to be complete upon delivery in person to the individual or to a member of the firm or to an officer of the corporation to which it was intended; or, when sent, if mailed by registered or certified mail to the last business address known to the party giving the notice; or, upon receipt, if delivered to the last business address known to the party giving the notice.

## B. Rights and Remedies:

1. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
2. Where this Contract provides for the exercise of WIDEWATERS' judgment or discretion, Contractor agrees that such judgment or discretion is to be exercised by WIDEWATERS under the conditions and circumstances existing at the time of the exercise of WIDEWATERS' judgment or discretion.

- C. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and shall save WIDEWATERS harmless from loss on account thereof, except that WIDEWATERS shall be responsible for all such loss when a particular manufacturer or manufacturers are specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Agent.

## D. Tests, Inspections and Approvals:

1. All materials, equipment and workmanship used in Construction of the Project shall be subject to inspection, examination and tests by WIDEWATERS or Agent or persons designated by either of them at any and all times during performance of Work and at any place or places where such Work is performed in accordance with accepted standards.
  2. If required by the Contract Documents or if requested by WIDEWATERS or the Agent, the Contractor shall submit for examination, testing and approval, typical samples or models of the materials or equipment proposed to be furnished. Samples or models shall be submitted sufficiently in advance of the time the material or equipment are scheduled for use in the Work so that neither rejections nor re-submittals nor the time reasonably required for testing shall cause delay in the Work.
  3. All laboratory tests called for in the Specifications or requested by WIDEWATERS shall be performed at the Contractor's expense and the Contractor shall furnish and deliver to the laboratory all requisite samples and models. Documentary evidence that material or equipment passed the required inspections and tests shall be furnished to WIDEWATERS by the Contractor prior to its use in the Work. Bureaus, laboratories and agencies used for the inspection and testing of materials, equipment and appliances shall be selected by WIDEWATERS.
  4. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, the Contractor shall give the Agent timely notice of its readiness so the Agent may arrange for such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals unless otherwise provided.
  5. If after the commencement of the Work, the Agent or the Architect determines that any Work requires special inspection, testing or approval, other than that which is required, he will, upon authorization from WIDEWATERS, order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents or (2) with any law, ordinance, rule, regulation or order of any public authority having jurisdiction, Contractor shall bear all costs thereof, including the costs of the Architect's or Agent's additional services made necessary by such failure; otherwise WIDEWATERS shall bear the costs of such special inspection, testing or approval.
  6. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Agent.
  7. If the Agent and/or Architect wishes to observe any inspection, test or process by which an approval is secured, he will do so promptly, and where practicable, at the source of supply.
  8. Neither the observations of the Agent in his administration of the Contract nor any inspection, test or approval by anyone shall relieve the Contractor from his obligation to perform the Work in accordance with the Contract Documents.
  9. If the Contractor is responsible for the design or construction of any yard piping, water system or sprinkler system, or any portion or part thereof, the Contractor shall also be fully responsible for obtaining and successfully completing the following approvals and tests:
    - (1) Prior to any construction of said work, the plans and specifications for any water system or sprinkler system, or part thereof, including all piping and fixtures relating thereof, shall be submitted to and approved by Factory Mutual and/or ISO, as required by WIDEWATERS and/or Tenant's carrier;
    - (2) Upon completion and as a condition to any retention release, all such work must be inspected, tested and approved by Factory Mutual and/or ISO, as required by WIDEWATERS and/or Tenant's insurance carrier; and
    - (3) Contractor shall be obligated to provide its certification to WIDEWATERS and/or Tenant's insurance carrier that all such work was completed in accordance with the approved plans and specifications.
- E. Cleanup. Contractor shall cooperate with other contractors, subcontractors and trades employed at the Project including in the cleanup of the Project Site. Contractor will be solely responsible for maintaining a clean working area at all times and for trucking all waste material off the job site daily. Contractor shall, on a daily basis, clean its Work and remove and deposit all debris resulting from or associated with its Work in a manner that will not impede either the progress of the Project or of other trades. Should Contractor fail to clean its Work within twenty-four (24) hours after receipt of written notice from WIDEWATERS, WIDEWATERS shall have the right to perform cleanup itself and charge Contractor the reasonable cost thereof, including an allocation of the cost of cleanup not identifiable to any source. WIDEWATERS may request composite crew cleanup activities in which this Contractor will participate if performing Work during the period of such request.
- F. Contractor agrees to pay WIDEWATERS for the cost of any and all clean-up done on its behalf by WIDEWATERS, including an allowance of 25% for WIDEWATERS' overhead costs. Such charges may be paid directly or may be back charged to Contractor.
- G. WIDEWATERS and Contractor may have entered into other contracts for work in conjunction with the construction of other WIDEWATERS projects. If Contractor defaults under this contract or any other contract between it and WIDEWATERS, WIDEWATERS, in its sole options shall have the right a) to declare Contractor in default of any and/or all contracts between WIDEWATERS and Contractor and b) exercise its rights under the default provisions of each contract.
- H. Contractor shall cooperate with Owner in the creation, storage, and retrieval of all documents, including electronic data, applicable to the Work or the Project. WIDEWATERS shall have access to all Contractors' documents applicable to the Work or the Project upon request and no later than 24 hours after WIDEWATERS makes such request. Contractor shall be required to execute and deliver such statements as to progress, certificates of completion, payments to subcontractors and suppliers, and the like, as WIDEWATERS may, from time to time request.
- I. Contractor shall have no claim for indirect or consequential damages arising from or relating to the Contract or the Work.

## 1.09 TIME

## A. Definitions:

1. The Contract Time is the period of time allotted in the Contract Documents for performance and/or completion of the Work.
2. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein.
3. The term "day" as used in the Contract Documents shall mean calendar day.

## B. Progress and Completion

1. All time limits stated in the Contract Documents are of the essence of the Contract.
2. The Contractor shall begin the Work on the date of commencement. He shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time.

## C. Delays and Extensions of Time

1. The Contractor recognizes that schedule adjustments may be required from time to time to accommodate conditions encountered as work progresses. Contractor expressly agrees that WIDEWATERS may from time to time make such adjustments in schedule as WIDEWATERS, in its sole discretion, may deem reasonable to promote the general progress of the Project, without additional compensation to Contractor. The Contractor agrees to perform the work in accordance with the schedule as adjusted from time to time by WIDEWATERS. That adjustment of the schedule and his failure to complete the Work within the time allowed under an adjusted schedule does not relieve him of the obligation.
2. Contractor agrees that his sole and exclusive remedy for delay is an extension of the Contract Time granted by a Modification. Contractor shall not be entitled to any increase in the Lump Sum Contract Price or to damages from WIDEWATERS by reason of such delay.
3. If the Contractor is delayed at any time in the progress of the Work by any cause, outside of the Contractor's control, which the Agent determines may justify the delay, then the Contract Time may be extended by Modification for such reasonable time as the Agent, in his sole discretion, may determine.
4. As a condition of Contractor's right to avail himself of an extension, all claims for extension of time shall be made in writing to the Agent no more than three (3) days after the initial occurrence of the event or circumstance causing the delay; otherwise Contractor agrees that he shall have waived any claim related to the event or circumstance causing the delay. The written notice must include information as to the nature of such occurrence, the details as to the anticipated duration of the resultant delay, and the effect upon the Completion Date or adjusted Completion Date for the Work.
5. If no schedule or agreement is made stating when written interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand for the interpretation is made, and not then unless such claim is reasonable.
6. In the event that the Contractor, for any reason, should fail to progress with its Work in accordance with the schedule as originally set forth or as modified pursuant to (1) above, then WIDEWATERS may supplement the Contractor with "Supplemental Contracts". The costs that WIDEWATERS may incur from the Supplemental Contractors plus an allowance of 25% for WIDEWATERS' overhead, shall be offset from the Lump Sum Contract Price.

D. Contractor's duty to notify. The Contractor shall notify WIDEWATERS at least 24 hours in advance of any problem or anticipated delay in the completion or progression of the work in order to not hinder or delay the work of other contractors or the progress of the Project. The Contractor shall immediately notify WIDEWATERS of any condition of which the Contractor may be aware that could have an affect on the progress or completion of the Work or the ability of the Work to meet the design requirements or the plans and specifications or any condition that could have a negative impact on the quality or effective life of the Work.

## 1.10 PAYMENTS AND COMPLETION

A. Consideration: The Lump Sum Contract Price is stated in the Contract and is the total amount payable by WIDEWATERS to the Contractor for the performance of the Work in accordance with the Contract Documents. Contractor agrees that it included in its Lump Sum Contract Price for the Work under the Contract any potential additional work due to the fact that it does not have an exclusive Site for the Work, that the Project may, in whole or in part, be "fast tracked" or performed under adverse weather, coordination or site conditions, and that Contractor will make no claim for additional costs for those reasons or because of interferences of other contractors, utility work and similar interferences, or the necessity or desirability of or delays occasioned by coordination issues, delay in deliveries, by opening certain portions of the Project to traffic, delivery of materials, installation of utilities and roads and occupancy before all of the Work is completed.

B. Schedule of Values: The schedule of values shall be determined by WIDEWATERS and listed on WIDEWATERS supplied requisition form.

## C. Progress Payments

1. On or by the date designated in the agreement as the date when requisitioned for payment are due, the Contractor shall submit an original, itemized Requisition for Payment supported by such data substantiating the Contractor's right to payment as WIDEWATERS' or the Agent may require. The original requisition for payment must be properly and fully completed and must be received in WIDEWATERS' principal office on or by the date designated in the Agreement. No telefax copies will be accepted. The requisition for payment and accompanying documents must contain original signatures. Contractor may requisition for payment for installed items only. WIDEWATERS will not pay for stored materials or materials delivered but not installed.

2. Any Contractor's Requisition for Payment not timely received will be deemed to have been received for the following calendar month and no progress payment can be requisitioned for the current pay period. WIDEWATERS will not accept or pay any invoices unless they are on a properly filled out WIDEWATERS' Requisition for Payment form. If no payment is currently due as a result of contractor's failure to complete Requisitions for Payment, the following payment will still be subject to the cash discount. If there are any questions on how to properly fill out the requisition form, they must be verified before the requisition date with WIDEWATERS.
  3. WIDEWATERS shall make available to the Contractor, on or by the payment due date the amount shown on such approved Requisition for Payment as the value of work completed and material installed, less:
    - a. a retainage of 10%;
    - b. the aggregated of previous payments;
    - c. the cash discount, if appropriate.
    - d. Sums considered necessary by WIDEWATERS in its sole discretion to accurately reflect the difference between the amount shown on such Requisition and the actual value of work performed and materials installed, to protect WIDEWATERS and the premises from claim or loss due to incomplete or defective Work not remedied, expenses or indebtedness arising out of Contractor's Work, amounts in dispute, and for other withholdings or charges permitted by the Contract.
  4. WIDEWATERS shall be entitled to a cash discount of two percent (2%) with respect to any payment made to the Contractor which is made available to Contractor on or by the payment due date.
  5. If the payment due date on which WIDEWATERS is to mail a payment to the Contractor is a Saturday, Sunday or legal holiday, the date for the mailing of such payment date shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.
  6. Every Contractor's Requisition for Payment is subject to audit by WIDEWATERS and if WIDEWATERS has any doubt as to the validity or accuracy of the Contractor's Requisition for payment, then Contractor's right to payment for the disputed amount or any amount necessarily relating to disputed Work or the completion of disputed Work may, in WIDEWATERS' sole discretion, be denied by WIDEWATERS. Such denial shall not, under any circumstances, be the basis for Contractor's suspension, delay or abandonment of the work. WIDEWATERS has the right to reasonably rely upon Contractor's representation of the value of the Work and the work in place as requisitioned by the Contractor when making payment therefore, but is not obligated to rely upon such representations. WIDEWATERS' payment in reliance upon such representation shall not constitute a release or waiver of any rights or remedies WIDEWATERS may have related to the value of the Work, or the value of the Work in place. WIDEWATERS expressly reserves all rights it may have whether in law or equity to contest, audit or otherwise challenge any representation made by Contractor in its Requisition for Payment.
  7. If any of the Work performed by Contractor is on a unit price basis, Contractor understands that quantities of Work performed as reflected on Contractor's Requisition for Payment must agree with WIDEWATERS' computations of the quantities of Work performed. If there is disagreement regarding quantities of Work performed, WIDEWATERS, may, in its sole discretion, pay the lower quantity pending resolution of the difference to WIDEWATERS' satisfaction.
  8. The Contractor warrants and guarantees that title to all work, materials and equipment covered by a Requisition for Payment will pass to WIDEWATERS upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials or equipment covered by a Requisition for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
  9. Before any payment shall be made by WIDEWATERS, and as a condition thereof, Contractor shall submit to WIDEWATERS, in addition to a Requisition for payment, a partial or final payment receipt guarantee, release and waiver as appropriate, with respect to labor performed and equipment and materials furnished through the date of Contractor's Requisition for Payment. Additionally, if requested Contractor shall submit to WIDEWATERS documentary evidence, acceptable to WIDEWATERS, of payment by Contractor of all of its subcontractors', material suppliers' and vendors' bills for labor, benefits, equipment, materials and other expenses or indebtedness incurred by Contractor in the carrying out of the Work included in Contractor's previous payment requisition. In the event there are any unpaid bills or indebtedness for such labor, materials, or other expenses, and provided that no lien has been filed by any of Contractor's subcontractors, material suppliers or vendors, WIDEWATERS may, at its discretion, withhold from any payment otherwise due to Contractor an amount sufficient to pay such indebtedness or expenses. If requested and, as a condition of WIDEWATERS' obligation to make progress payments to Contractor pursuant to this Contract, Contractor shall submit or cause to be submitted to WIDEWATERS at the time Contractor submits each Requisition for Payment, an original, executed and acknowledged lien waiver from each subcontractor, supplier and/or materialman which supplied labor and/or materials in connection with the Work since the date of the last requisition by Contractor.
- D. Certification of Payment.
1. WIDEWATERS shall make payment in the manner provided for in the Agreement.
  2. No progress payment nor any partial or entire use or occupancy of the Work or the Project by WIDEWATERS shall constitute an acceptance of any Work not in accordance with the Contract Documents.
- E. Payment Withheld
1. WIDEWATERS and/or the Agent may decline to approve a Requisition for Payment, in whole or in part, to such extent as may be necessary in his sole opinion to protect WIDEWATERS from loss due to:
    - a. Defective Work not remedied;
    - b. Third party claims filed or reasonable evidence indicating probable filing of such claims;
    - c. Failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment;

- d. Reasonable doubt that the Work can be completed for the unpaid balance of the Lump Sum Contract Price;
- e. Damage to the work of another contractor;
- f. Reasonable indication that the Work will not be completed within the Contract Time; or
- g. Unsatisfactory prosecution of the Work by the Contractor.

F. Substantial Completion and Final Progress Payment

1. When the Contractor determines that the Work, or that a designated portion thereof which may be acceptable to WIDEWATERS, is substantially complete, the Contractor shall prepare for submission to the Agent a punch list of items to be completed or corrected. The failure to include any items on such a list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon completion or correction of the items on the above-referenced list, the Contractor shall request that the Agent prepare a punch list. If the Agent agrees the Work shall be substantially complete.
2. Following the Agent's approval of the punch list, and upon Contractor's completion or correction of all of the punch list items and all Work, including that contained in Sections 01700 and 01710, and following the completion of the Contractor's other contractual responsibilities, a final progress requisition may be submitted for payment. Thereafter, and upon the performance of all conditions precedent to the first retention payment, the Agent shall determine final completion. Acceptance shall occur when the Work is accepted by the Agent, WIDEWATERS, the Tenant, and the Architect, if applicable.

G. Contractor's Payment Requisition for the first one-half of the retainage may be submitted no sooner than thirty (30) days after final completion and acceptance of Work. Contractor's Payment Requisition for the balance of the retainage may be submitted not sooner than one (1) year after final completion and acceptance of the work. Payments of retainage shall be subject to cash discount under the terms of C. 4. above.

1.11 PROTECTION OF PERSONS AND PROPERTY

A. Safety Precautions and Programs: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

B. Safety of Persons and Property:

1. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - a. All employees on the Work and all other persons on the Project or who may be affected thereby;
  - b. All the Work, including all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors or sub-subcontractors; and
  - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor shall comply with all applicable laws, ordinances, rules regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying WIDEWATERS and users of adjacent utilities.
3. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
4. All damage or loss to any property referred to in B-1.b and B-1.c above, caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.
5. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to WIDEWATERS and the Agent.
6. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

C. Emergencies: In an emergency affecting the safety of persons or property, the Contractor shall act, his discretion, to prevent threatened damage, injury or loss.

D. Contractor agrees to abide by the requirements of the Occupational Safety and Health Act of 1970, as amended, and all other federal, state, and local laws, rules, regulations or ordinances relating to the Work, including, but not limited to, the maintenance of records required by the Act at the site of the Work, immediate compliance with any OSHA officer's request or notice of violation, and compliance with all standards of the Act now or in the future. In order to enforce Contractor's obligations under the Contract with respect to the Safety Precautions and Procedures, WIDEWATERS shall have the right to impose a fine against Contractor for any violation of the requirements as set forth herein. In the amount of any fine imposed upon WIDEWATERS for any condition arising from or related to Contractor's violation.

- E. Contractor must comply specifically with OSHA 1910.1200 and maintain a written Hazard Communication Program, including but not limited to the following:
1. proper container labeling;
  2. procuring, maintaining and submitting copies to Owner of all Material Safety Data Sheets (MSDS) required on the job; and
  3. employee training and information.
- F. In addition, Contractor agrees to enact and follow its own safety policy, including but not limited to, the following:
1. Contractor's appointing one or more of its employees to act as a Project Safety Committee; and
  2. Where applicable, Contractor shall follow the rules and procedures as outlined in WIDEWATERS's loss prevention manual, including compliance with the required accident reporting procedures.
- G. Contractor is fully responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and Work site including general Project site conditions. Contractor acknowledges and agrees that it is fully responsible for the supervision and control of the Work and of Contractor's employees, subcontractors or supplies and the manner in which the Work is performed. Contractor acknowledges that most on-the-job accidents resulting in personal injury or property damage are related to the use of scaffolding accidents relating to elevations, ladders, construction staging or to the noncompliance by personnel to the OSHA rules, regulations or standards regarding wearing of hard hats, safety helmets and safety eye-wear. Contractor agrees that it will fully comply with all safety regulations, rules and standards which may have application to the Work relating to the use of scaffolding, ladders, elevations and construction staging and to the proper use of hard hats, safety helmets and safety eye-wear, and Contractor agrees that it shall be Contractor's sole responsibility to insure that each of its employees, subcontractors and suppliers are also fully aware of and in compliance with all such rules, regulations and standards at all times.
- H. Contractor shall fully protect, defend with counsel selected WIDEWATERS by WIDEWATERS, indemnify and save harmless WIDEWATERS and WIDEWATERS' members, managers, partners, agents, representatives and employees against all liability, judgments damages, costs and expenses arising from the failure, omission, or neglect of Contractor or Contractor's employees, agents, subcontractors and suppliers to comply with the requirements of this section and with the Occupational Safety and Health Act of 1970, as amended, other federal and state and local safety requirements, and WIDEWATERS' safety policy. Contractor's obligation to defend, indemnify and save WIDEWATERS' and WIDEWATERS' members, managers, partners, agents, representatives and employees harmless will extend to any citations(s) and proposed penalty(ies) issued to any entity by OSHA or other governmental agency arising out of performance of the Contract by Contractor, its employees or any subcontractor or supplier of Contractor.
- I. In order to enforce Contractor's obligations under the Contract with respect to the Safety Precautions and Procedures, WIDEWATERS shall have the right to impose a fine against Contractor for any violation of the requirements as set forth herein. In the amount of any fine imposed for any condition arising from or related to Contractor's violation.

#### 1.12 INSURANCE.

- A. Contractor shall be solely responsible for all physical injury, including death, to any persons and for damage to any property of any person resulting from or claimed to result from, relating to or arising out of the Work or any neglect, fault, omission, commission or default of Contractor, his subcontractors, agents or employees
- B. Contractor shall provide insurance so as to protect WIDEWATERS from any and all claims arising out of or related to the Work or its obligations under this Agreement. Contractor, at its sole cost and expense, for the mutual benefit of WIDEWATERS and Contractor shall provide and maintain insurance coverage of the type listed below in not less than the minimum specified limits of coverage. Contractor shall cause a certificate evidencing the insurance coverage to be delivered to WIDEWATERS. Each insurance policy maintained by Contractor shall contain an agreement by the insurer that the policy shall not be terminated, cancelled or reduced in coverage when the Work is in progress without at least thirty (30) days prior written notice to WIDEWATERS.
- C. All insurance provided under this Section 1.12 shall be effective under valid and enforceable policies of insurance procured from insurance companies rated at least A-/XII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. (the "Best Rating") or the equivalent in the event the Best Rating system is discontinued, and issued by insurance companies of recognized responsibility which are licensed to do business in the state in which the Project is located. Contractor's liability and protective liability policies shall expressly contain a contractual endorsement to provide coverage for Contractor's duty of indemnification under this Agreement. Prior to the canceling or not renewing any of the described policies or coverages, the issuing insurer must mail 30 days written notice to WIDEWATERS. Contractor must deliver proof of coverage before commencement of the Work and shall deliver to WIDEWATERS a true, correct and complete copy of each of Contractor's policies of insurance upon written request from WIDEWATERS. Contractor's certificate of insurance and the policies of insurance shall contain a provision that the insurance shall be primary over any and all collectable insurance or self-insurance.
- D. No exclusion or limitation including, but not limited to any employee, cross liability, labor law. Employees must be covered as insureds. Contractual Liability Coverage must be provided without limitation, if a limitation exists the contractor would indemnify the Owner to the full extent of the limitation.
- E. Whereby the terms of this Contract, Contractor is to obtain insurance against a specified risk or on specific property and WIDEWATERS and/or The WIDEWATERS Group, Inc. suffers a loss of the type which Contractor is required to so insure for the benefit of WIDEWATERS and/or The WIDEWATERS Group, Inc., as additional insureds, or which Contractor has agreed to indemnify WIDEWATERS and/or The WIDEWATERS Group, Inc. against, then Contractor's insurance shall be deemed primary and any insurance carried by WIDEWATERS and/or The WIDEWATERS Group, Inc. shall be non-contributing and apply on an excess basis only. The Contractor shall furnish WIDEWATERS prior to the commencement of operations hereunder a properly executed Accord Form "Certificate of Insurance" and Waiver of Subrogation extensions. Contractor shall continue to provide same annually for three (3) years following the completion of the project.

- F. In the event of the failure of the Contractor to furnish and maintain such insurance, WIDEWATERS shall have the right to take out and maintain such insurance for and in the name of the Contractor, and the Contractor agrees to pay the cost thereof and to furnish all necessary information to permit WIDEWATERS to take out and maintain such insurance designated for removal, relocation or replacement in the course of construction

Minimum Requirements:

1. Commercial General Liability
  - 2,000,000 Products / Completed Operations Aggregate
  - 2,000,000 General Aggregate applicable on a per project basis
  - 1,000,000 Any One Occurrence (Coverage A)
  - 1,000,000 Personal & Advertising Injury Any One Person or Organization (Coverage B)

Policy shall be endorsed to name WIDEWATERS (and all other parties as required) as an Additional Insured including both ongoing and completed operations on a primary and non-contributory basis beginning at the end of the project commencement and continuing for 3 years following completion of the project.
2. Automobile Liability (Comprehensive Coverage)
  - 1,000,000 Each Accident applicable to all owned, non-owned & hired vehicles.
3. Commercial Excess Liability ("Umbrella")
  - 2,000,000 Products/Completed Operations Aggregate
  - 2,000,000 General Aggregate applicable on a per project basis
  - 2,000,000 Any One Occurrence (Coverage A)
  - 2,000,000 Personal & Advertising Injury Any One Person or Organization (Coverage B)

Policy shall follow form to the General Liability and to include WIDEWATERS (and all other parties as required) as an Additional Insured including both ongoing and completed operations on a primary and non-contributory basis beginning at the project commencement and continuing for 3 years following completion of the project.
4. Workers Compensation & Employers Liability (Coverage "B" on the Workers Compensation Policy)
  - Statutory Workers Compensation
  - Employers Liability 1,000,000 Each Accident
  - 500,000 Each Accident
  - 500,000 Each Employee for Injury by Disease
  - 500,000 Aggregate for Injury by Disease
5. Any other special insurance as required by WIDEWATERS to fully protect WIDEWATERS against loss or damage throughout the period of Work performed by said Contractor, including but not limited to Owner's and Contractors Protective
6. All policies shall be endorsed to include a Waiver of Subrogation in favor of WIDEWATERS and all other parties as required.

- G. WIDEWATERS and Contractor, hereby release and waive on behalf of itself and on behalf of its insurers any and all claims or rights of subrogation of any such insured against the other party, its employees and agents for loss (other than the loss or damage resulting from the willful act of such other party, its employees and agents) sustained from any claim that may occur to the Project or any improvement thereto or any personal property of Owner and Contractor arising from any cause which (a) would be insured against under the terms of any insurance required to be carried hereunder; or (b) insured against under the terms of any insurance actually carried regardless of whether the same is required hereunder. The Insurance policies of the respective parties shall contain an express waiver of subrogation to this effect.

### 1.13 CHANGES IN THE WORK

- A. WIDEWATERS may, at any time by written order and without notice to Contractor's surety, modify the Contract Documents with regard to the scope of the Work and make changes in, additions to and omissions from the Work. Contractor shall promptly proceed with the performance of the Work, as modified, in accordance with all other provisions of the Contract.
1. The only person authorized to issue a written order is **Stephen A. Ranieri** or such other person as may be designated in writing by WIDEWATERS.
  2. If the Contractor desires to claim a price or time adjustment by reason of such written order, and as a condition of such claim he must deliver written notice to WIDEWATERS within three (3) days after receipt of the order and before proceeding with the changed or added work. If such written notice of claim is not timely delivered, Contractor's claim for price adjustment shall be waived.
  3. The Contractor acknowledges and agrees that WIDEWATERS shall not be obligated for any additional cost or expense for extra or additional work performed without prior written authorization with an agreed upon amount signed on behalf of WIDEWATERS by one of the individuals listed in (1) above.



B. A Change Order is a Modification to the Contract signed by WIDEWATERS, issued after the execution of the Contract, authorizing a change in the Work and an adjustment in the Lump Sum Contract Price and/or the Contract Time. Any increase or decrease in the Lump Sum Contract Price or change in the Contract Time shall only be in the form of a Change Order. In the event Contractor fails to properly perform Work or if Work is deleted from the Contract, WIDEWATERS may, at any time, issue a Change Order reducing the Lump Sum Contract Price. Price adjustments shall be determined by one or more of the following methods, as directed by WIDEWATERS:

1. Unit prices previously approved.
2. An agreed price for materials and an agreed price for labor and all other costs.
3. Hourly rates previously approved in writing or attached hereto.
4. The actual necessary cost of the following items, as determined by comparative pricing:
  - (1) wages, including foremen;
  - (2) materials entering permanently into the Work;
  - (3) ownership or rental costs of construction plant and equipment during the time of necessary use;
  - (4) power for the operation of power equipment;
  - (5) consumable supplies;
  - (6) payroll taxes, insurance and necessary fringe benefits based on wages or hours;
  - (7) sales taxes;
  - (8) To the total of such costs (excluding (iii) and (vii) above) there shall be an added allowance of up to fifteen percent (15%) as compensation for supervision, overhead, bond, and any other general expenses and profit. For work subcontracted by this Contractor, Contractor will receive an allowance of up to five percent (5%) rather than up to fifteen percent (15%).

C. Upon the request of WIDEWATERS, Contractor agrees to provide WIDEWATERS all prices for prior approval.

D. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will create a hardship on WIDEWATERS or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.

E. Minor Changes in the Work: The Agent shall have authority to order minor changes in the Work not involving an adjustment in the Contract Time or the Lump Sum Contract Price and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written order. Such changes shall be binding on WIDEWATERS and the Contractor.

F. No change in the Work may be made, and no change in the Work shall be effective, unless the change is in writing and approved by WIDEWATERS or the Agent. Any change in the work not in writing and approved by WIDEWATERS is an unauthorized deviation from the contract documents.

#### 1.14 UNCOVERING AND CORRECTION OF WORK

A. Uncovering of Work:

1. If any Work should be covered contrary to the request of the Agent, it must, if required by the Agent, be uncovered for his observation and replaced at the Contractor's expense.
2. If any other work has been covered which the Agent has not specifically requested to observe prior to being covered, the Agent may request to see such Work and it shall be uncovered by the Contractor.

B. Correction of Work:

1. The Contractor shall promptly correct all work rejected by the Agent and/or Architect as defective or that fails to conform to the Contract Documents. The Contractor shall bear all cost of correcting such rejected Work, including the cost of the Architect's or Agent's additional services thereby made necessary.
2. If, within one (1) year after the date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from WIDEWATERS to do so unless WIDEWATERS has previously given the Contractor a written acceptance of such condition. WIDEWATERS shall give such notice promptly after discovery of the condition.
3. All such defective or non-conforming Work shall be removed from the site if necessary and the Work shall be corrected to comply with the Contract Documents without cost to WIDEWATERS.
4. The Contractor shall also bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

5. If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Agent, WIDEWATERS may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, WIDEWATERS may, upon ten (10) additional days' written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for additional services of the Architect or Agent. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due to Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to WIDEWATERS upon written demand.

- C. Acceptance of Defective or Non-Conforming Work: If WIDEWATERS or Agent, in its sole discretion, may accept defective or non-conforming Work instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Lump Sum Contract Price, or if the amount is determined after final payment, it shall be paid to WIDEWATERS by the Contractor upon written demand.

#### 1.15 WIDEWATERS SUPPLIED MATERIALS.

WIDEWATERS may choose to pre-purchase materials. The Contractor shall coordinate receiving, unloading and disposing of debris generated from these materials.

#### 1.16 SHOP DRAWINGS AND SAMPLES

- A. Contractor shall submit shop drawings and samples in accordance with Section 01300. Shop Drawings and/or samples are required for each materials, equipment or process unless expressly excepted in writing by WIDEWATERS.
- B. Contractor shall not use or install any material, equipment or process until or unless the shop drawing or sample is approved for the project in writing.

#### 1.17 HAZARD COMMUNICATION SYSTEM.

Contractor shall comply with the requirements of the OSHA Hazard Communications Standard. WIDEWATERS requests Material Safety Data Sheets for every chemical/hazardous substance the Contractor has on the project site. Requests will also be made periodically for current chemical inventory lists. Contractor is responsible for furnishing appropriate Hazardous Chemical Information on the chemicals/products it has on the site to other employers requesting this information. The Hazard Communication Standard of OSHA compliance requirements are in addition to any local, state or federal programs that currently exist or may be instituted at a further date.

#### 1.18 HAZARDOUS SUBSTANCES.

Contractor agrees by the execution of this Agreement, that no hazardous substance are to be discharged into or deposited at the Project. Title of such substances will remain the property of the Contractor and never revert to WIDEWATERS. Contractor will be required to properly dispose of all hazardous substances. All costs for any such disposal or reclamation operations are to be home of the Contractor's responsibility and are included in the Lump Sum Contract price.

#### 1.19 TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED.

- A. WIDEWATERS, upon 48 hours written notice to the Contractor and without prejudice to any other rights or remedies it may have, by law or under this Contract, may terminate Contractor's right to proceed with the Work or a portion thereof in the event of any of the following:
  1. If the Contractor abandons the Work or shall refuse or fail to timely supply or to supply sufficiency of properly skilled workmen or equipment and/or materials of the proper quality or to perform any of his obligations hereunder with, in WIDEWATERS' sole judgment, sufficient diligence to insure completion of the Work within the time specified;
  2. If the Contractor shall fail to obey any local, state or federal laws, rules, regulations, permits or ordinances, or orders from WIDEWATERS, or fail to obtain necessary licenses or permits or otherwise substantially violate any provision of this Contract;
- B. If WIDEWATERS so terminates Contractor's right to proceed with the work, the Contractor shall not be entitled to receive any further payment except as provided herein.
- C. If the unpaid balance of monies otherwise due and payable to the Contractor shall exceed the costs of completing the work, including the cost of additional inspection services and an allowance of twenty-five (25%) for WIDEWATERS' administrative expenses, such excess shall be paid to the Contractor. If the total of such costs, inspection services and allowance exceeds the unpaid balance, the Contractor and its surety shall be liable to WIDEWATERS for the excess and shall reimburse WIDEWATERS for such excess upon written demand.

#### 1.20 TERMINATION FOR CONVENIENCE.

In the event the Project is suspended or terminated by WIDEWATERS or the Tenant or if WIDEWATERS elects to defer or terminate the Work, WIDEWATERS shall give written notice of such event to the Contractor. Within 48 hours after receipt of written notice from WIDEWATERS, Contractor shall cease performance of all Work and, if the Work is terminated, the Contract shall then be terminated. Contractor shall be paid: (1) the price earned for work completed and accepted, (2) the reasonable cost incurred by Contractor in securing and protecting the Work in progress against loss, damage, or deterioration, (3) unamortized mobilization costs, (4) standby costs in the event WIDEWATERS requests Contractor to maintain any crew or equipment at the Project during the period of suspension, (5) cancellation charges of suppliers, and other special costs approved by WIDEWATERS in advance, for terminating or suspending Work or preserving the Work accomplished and turning it over to WIDEWATERS. Contractor shall receive no compensation for the portion of the Work not performed. WIDEWATERS shall notify Contractor whether the Work is terminated or deferred to an indefinite or specified date. Deferment shall not exceed six (6) months without the consent of Contractor. If deferred, the Work may thereafter be terminated and shall be terminated upon expiration of the maximum period of deferment without notice to resume. Contractor, upon notice from WIDEWATERS, shall resume the Work in accordance with the Contract Documents.

#### 1.21 TERMINATION FOR CAUSE.

If, after two (2) days written notice by WIDEWATERS to Contractor specifying any deficiency in the Work or the promptness with which it is being performed (including the sufficiency of resources employed), Contractor has not promptly commenced to correct, and within a reasonable time corrected, such deficiency to the satisfaction of WIDEWATERS, in its sole and exclusive discretion, or if Contractor becomes insolvent or files for protection from creditors or refuses to proceed with the Work when directed by WIDEWATERS, WIDEWATERS may terminate this Contract. All costs incurred by WIDEWATERS in performing all or part of the Work, including a mark-up of twenty-five (25) percent of such cost, shall be deducted from any amounts payable to Contractor and if such sum plus all payments previously made to Contractor shall exceed the Lump Sum Contract Price, Contractor shall pay to WIDEWATERS the excess upon written demand. The determination of WIDEWATERS or the Agent to invoke the provisions of this Section shall be final and conclusive. If, however, it is subsequently and finally determined that this section was invoked in error, the parties shall proceed as if the Contract was terminated for convenience and Contractor's damages shall be limited to what he would have recovered if the Contract was so terminated.

#### 1.22 NONCONFORMITY.

Should any of Contractor's work product be found not in conformance with the Contract Documents or with the Contractor's warranty, and should such nonconformance result in the assessment against WIDEWATERS of any fine, penalty, charge, damages or increase in WIDEWATERS' cost (including but not limited to duplicative engineering costs, excess operation and maintenance costs), then Contractor agrees to pay WIDEWATERS all or a portion of said fine, penalty, charge, damages, or cost, at WIDEWATERS' sole and exclusive discretion.

#### 1.23 WAIVER AND RELEASE OF LIENS.

- A. To the maximum extent permitted by law, Contractor hereby waives and releases all liens or rights of lien now existing or that may hereafter arise in any manner related to the Work, the Project, the land upon which the same is or will be situated, and upon any money or monies due or to become due in connection with the Project, and, if requested, shall furnish a waiver of any such lien or right of lien, in form and substance satisfactory to WIDEWATERS, from every person, firm or corporation furnishing to the Contractor in connection with the work any labor, materials, equipment, tools, plant, facilities, services or anything else for which a right to lien exists.
- B. Contractor shall promptly pay off and discharge any and all debts and obligations incurred pursuant to in connection with performing the Work set out in the Contract, including but not limited to obligations owed to vendors and suppliers of materials, and to subcontractors and subcontractors' sub-subcontractors and their suppliers. Contractor will discharge and cancel of record any mechanic's lien resulting or arising out of the Work, within ten (10) days after the filing of said lien. If Contractor shall fail to cause such lien to be discharged and canceled, WIDEWATERS may, but shall not be obligated to, take any and all actions necessary or convenient to discharge any such lien, including but not limited to bonding or payment of the lienor, at Contractor's sole cost and expense, and upon demand of WIDEWATERS, Contractor shall immediately reimburse Owner for the cost of providing such bond or making such payment, including reasonable attorney's fees and actual bond premiums. In the event such payment is not timely made, WIDEWATERS may offset such amounts against any sums due Contractor under this contract. In the event WIDEWATERS takes actions(s) to discharge any such lien, Contractor shall indemnify and hold WIDEWATERS harmless from and against all loss, costs, expense, damage and liability incurred by Owner thereby, including but not limited to attorney fees, bond premiums and any amounts paid to any such lienor; Contractor shall from time to time pay to WIDEWATERS any such amounts so incurred by WIDEWATERS in good funds within five (5) days after demand therefore by Owner.
- C. Contractor agrees to insert a similar requirement in any subcontract or agreement he may enter into with Contractors or materialmen as permitted herein.
- D. Where necessary, the Contractor hereby expressly appoints WIDEWATERS as and for Contractor's attorney in fact to execute for and on Contractor's behalf any discharge of lien, consent, stipulation or other document in connection therewith, and to appear on Contractor's behalf in any court, for the purpose of obtaining an order discharging a lien for which notice of lien may have been filed

#### 1.24 DISPUTE PROCEDURES.

In the event WIDEWATERS and Contractor are unable to resolve their differences concerning a determination by WIDEWATERS or the Agent, Contractor may initiate a dispute in accordance with the following procedures. Exhaustion of these procedures shall be a condition precedent to any lawsuit between the parties related to the dispute.

- A. Dispute Resolution. The parties to this contract authorize WIDEWATERS' Agent, acting personally, to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement or the Work and his decision shall be conclusive, final and binding on the parties.
- B. Appeal. If the Contractor protests the determination of WIDEWATERS' Agent, the Contractor may commence a lawsuit as provided in paragraph 6 of the Form of Contract, under the procedures and laws applicable in that Court, it being understood the review of the Court shall be limited to the question of whether or not WIDEWATERS' Agent's determination was arbitrary, capricious or grossly erroneous to evidence bad faith.

#### 1.25 ADDRESSES AND TERMS FOR NOTICES.

- A. All Notices shall be delivered in one of the following ways: certified mail, return receipt requested postage and registry fees prepaid; telefax between the hours 5:30 a.m. and 7:00 p.m. Monday - Saturday with originating machine confirmation notice attached to the original hardcopy and produced upon demand; or hand delivered with either a signed receipt or affidavit of service retained by the party giving Notice.

#### 1.26 BONDS

- A. Performance and Labor and Material Payment Bonds. WIDEWATERS shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder.
- B. If such bonds are required by WIDEWATERS, each bond shall be in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials in connection therewith.
1. The current power of attorney for the person who signs for any surety company shall be attached to such bond, indicating the monetary limit of such power.
  2. WIDEWATERS reserves the right to make any additions to, omission from, or changes in the Work or materials called for in the Drawings, Specifications and Contract, without notice to the surety or sureties on the bond.
  3. The Bonds shall name WIDEWATERS as the obligee. The Bonds shall specifically reference the date and the terms of the contract and shall include provisions providing for the payment of attorneys' fees and consultant fees incurred by WIDEWATERS to collect upon or obtain the benefits of the Bonds.
  4. If the Project is in New York, Contractor, at his sole cost and expense, shall cause the original Bonds to be filed in the office of the County Clerk in the county in which the Project is located, indexed to the property on which the Project is being constructed, and, prior to commencement of the Work, shall deliver to WIDEWATERS a copy of each Bond bearing the date and time stamp of said County Clerk. As a part of any Change Order, WIDEWATERS may require the Contractor to file one or more additional bonds.
  5. Notwithstanding any other provision in this Contract to the contrary, to the extent that WIDEWATERS agrees to reimburse Contractor for bond premiums, such reimbursement shall be for the direct cost of such bond and Contractor shall not be entitled to charge profit or overhead on the cost of such bond. WIDEWATERS agrees that it will not deduct any cash discount or charge retainage against the payment of any requisition for the reimbursement of the cost of any bond for which WIDEWATERS has agreed to reimburse the Contractor.
- C. Such bonds shall be prepared on acceptable forms.

**END OF GENERAL CONDITIONS**

General Conditions  
00700-16

**SECTION 01010 - SUMMARY OF WORK****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. The Contract Documents, including the information to bidders, the General Conditions, Supplementary Conditions, General Requirements, Drawings and Schedules, Addenda and Modifications apply to the Work specified herein.
- B. All work shall be completed in accordance with the Contract Documents, in strict compliance with applicable codes and standards, and to the satisfaction of WIDEWATERS, its engineers, architects, the Tenant and the Agent.
- C. Contractor acknowledges that this Contract represents a complete and finished scope of work and that WIDEWATERS shall not be obligated to any additional cost for extra or additional work without prior authorization in writing, with an agreed upon amount, signed by those persons authorized as expressly identified in this Contract.

**1.02 WORK COVERED BY THE CONTRACT DOCUMENTS**

- A. Construction of the Work at the Project in accordance with the Contract Documents.
- B. Performance of the Work shall be based upon conditions at the site. Contractor represents that he has made himself aware of the site conditions and the extent of his work by thoroughly examining the site, the Drawings and the Specifications.
- C. The Contractor shall be responsible for coordination of his subcontractors and their respective trades.

**1.03 CONTRACTS**

- A. All labor and materials to be performed at the Project not included in the Work shall be completed under separate contracts with WIDEWATERS

**1.04 CONTRACTOR'S USE OF SITE**

- A. Construction site access shall be limited to that entrance and roadway designated by WIDEWATERS.
- B. The location of construction trailers, related vehicles, and workers' automobiles shall be as designated by WIDEWATERS.
- C. Contractor shall not unreasonably encumber site with materials and equipment.
- D. Contractor shall assume full responsibility for protection and safekeeping of products stored on premises.
- E. Contractor shall store products so as not to interfere with operations of WIDEWATERS, other contractors and the public right-of-way.
- F. Contractor shall not obstruct site access during the entire period of construction.
- G. The Contractor acknowledges that the playing of "boom boxes" and the wearing of headphones shall not be permitted on this Project and he agrees to comply with this safety rule.
- H. Contractor agrees to submit on a daily basis copies of reports showing the Work accomplished that day, the number of men worked, and in general documenting Contractor's progress.
- I. Contractor agrees that any of its office and storage trailers shall be marked on the exterior with Contractor's name.

**1.05 CONSTRUCTION TIME FRAMEWORK**

- A. Contractor shall plan ordering of materials and work forces to meet construction completion schedule provided by WIDEWATERS.

**1.06 PROJECT COORDINATION**

- A. Contractor shall coordinate all work operations and resolve procedures for handling the following:
  - 1. Contractor parking.
  - 2. Contractor storage areas.
  - 3. Contractor work of staging areas.
  - 4. Construction noise control.
  - 5. Construction dust control.
  - 6. Fire protection.
  - 7. Safety and first aid.
- B. Contractor shall apply for and obtain all permits, approvals, and comply with all codes and regulations for the above special project concerns.

Summary of Work  
01010-1

## C. Correlation of Work:

1. The Contractor shall be responsible for:
  - a. Correlation of all parts of his Work with that of other contractors and his subcontractors.
  - b. Cross check Work and Drawings, Specifications, and Conditions to shop drawings and vice versa.
  - c. Anticipate decisions required from the Architect to provide ample time for inspection, investigation or descriptive drawings.
2. Contractor shall:
  - a. Layout his own work according to plans, details, shop drawings and special layouts.
  - b. Follow information of latest date, maintaining one corrected, up-to-date set of drawings and specifications on job site for ready reference.
  - c. Work with others to insure proper correlation, timely installation and exactness of layout.
  - d. Remove and rebuild work improperly installed.

## D. Street Right-of-Way: Contractor shall coordinate with local jurisdiction all construction operations that will adversely affect street traffic.

## 1.07 ALL WORK SUBJECT TO THE CONTROL OF WIDEWATERS.

- A. The Contractor shall perform the Work to the satisfaction of WIDEWATERS and shall abide by all orders, directions and requirements of WIDEWATERS. WIDEWATERS will interpret the Contract and any supplementary agreement, will decide all questions in connection with the work and may modify portions of the Work and the Specifications to meet unforeseen conditions or circumstances arising during the course of the Work. WIDEWATERS will determine the quality and acceptability of all parts of the Work.
- B. WIDEWATERS may from time to time issue additional instructions to the Contractor as may be necessary to amplify, augment or clarify the Contract Documents. These may be in the form of drawings, specifications, interpretations, orders and instructions and may be in connection with a supplementary agreement.
- C. No inspection or approval by WIDEWATERS or any of its employees, nor any order of certification by WIDEWATERS, nor payment shall operate as a waiver of any provisions of this Contract. No waiver of any breach of this Contract shall be construed to be a waiver of any other prior or subsequent breach. All remedies in the Contract shall be construed as being cumulative in addition to any other remedy.

## 1.08. MATERIALS AND WORKMANSHIP - GENERAL REQUIREMENTS.

- A. All workmanship, materials, equipment and appliances relating to or installed into the work shall comply in all respects with the applicable Specifications. All materials furnished or incorporated in the work shall be new, unused and of the quality and characteristic specified. If the quality and characteristic of material are not specifically set forth in the Contract Documents, the material used shall be that customarily used in first class work of a similar nature and character.
- B. Any work performed or materials furnished which are disapproved as faulty, defective or not in keeping with the terms of this Contract shall be immediately removed from the site and replaced or re-erected by the Contractor at its expense.
- C. If the Contractor fails or refuses to promptly correct faulty or defective work, WIDEWATERS may arrange for such corrections. The costs that WIDEWATERS incurs for making such corrections including an allowance of twenty-five (25%) for supervision and overhead, shall be reimbursed by the Contractor, or may be offset by WIDEWATERS from the Lump Sum Contract Price or paid upon written demand.
- D. Use prior to completion: WIDEWATERS shall be permitted to occupy or use any portions of the work, which have been partially or fully completed, before final inspection and acceptance. Such use or occupancy shall not constitute acceptance and shall not relieve the Contractor from either its guarantees or its obligations to repair, replace or make good at its own expense any defect in materials or workmanship as otherwise provided under this Contract.
- E. Job Meetings: The Contractor agrees to require his foreman to attend morning job meetings from one to seven times weekly at WIDEWATERS' option. The Contractor further agrees to attend a contractor's job meeting once weekly during each period his work is actively under construction or scheduled, at such times as WIDEWATERS shall designate. Attendance at job meetings is a material aspect of coordination of Work with other trades and performance of the work in accordance with the Project schedules. Failure of the Contractor to attend each duly called job meeting is a material breach of this contract.
- F. Work Hours. Contractor's minimum work hours are 7:00 A.M. to 6:00 P.M. six days per week. Contractor will be required to work this schedule so long as the Project scheduling requires at the sole discretion of WIDEWATERS. The work hours are not a maximum. If Contractor is unable to perform the work in accordance with the Project schedule, he must work additional hours to perform the Work on the Project schedule.
- G. Additional Manpower. The Contractor agrees to man the job with additional people if requested by WIDEWATERS, in order to make up for schedule slippage or change, at no additional cost to WIDEWATERS.

**END OF SUMMARY OF WORK**

Summary of Work  
01010-2

**SECTION 01200 - PROJECT MEETINGS****PART 1 GENERAL****1.01 ADMINISTRATIVE REQUIREMENTS**

- A. Project meetings will be held to accomplish the following:
  - 1. Coordinate all Work on the Project.
  - 2. Review job progress and quality of Work.
  - 3. Expedite Work to completion within the scheduled time limit.

**1.02 INITIAL JOB MEETING**

- A. WIDEWATERS will call the initial job meeting at the job site and notify all parties concerned of time and place of the meeting.
- B. Meetings will be conducted by WIDEWATERS. In order to insure an orderly procedure, an agenda will be developed, copies of which will be transmitted to the Contractor prior to the meeting. All items on the agenda, as they apply, will be discussed.

**1.03 PROGRESS MEETINGS**

- A. Job progress meetings will be held by WIDEWATERS. Those present at progress meetings shall include Contractor's representative, such Subcontractors' representatives as may be needed, the Architect as may be needed, and any other interested party, i.e., public utility, local governmental representatives, and suppliers when needed.
- B. The specific purpose of the progress meetings is to coordinate the efforts of all concerned, so that the Project progresses without delay to "on time" completion.
- C. The schedule for progress meetings shall be established by WIDEWATERS at the initial job meeting.

**END OF PROJECT MEETINGS**Project Meetings  
01200-1

**SECTION 01300 – SUBMITTALS****PART 1 – GENERAL**

Contractor shall deliver to WIDEWATERS copies of shop drawings, cuts, samples, material lists and other submissions, including mock-ups and temporary structures, required by WIDEWATERS or the Contract Documents within sufficient time so as not to delay performance of the Project and within sufficient time for WIDEWATERS to submit the same within the time stated in the Contract Documents. Submittals shall be in strict accordance with the Contract Documents provided, however, that if Contractor wishes to propose a deviation from the Contract Documents, such deviation shall be clearly identified on the submittal and accompanied by a letter describing in detail such deviation and the effect, if any, on the Work and on the work of WIDEWATERS or any other contractor on the Project, and the impacts on the costs of the Work and the time of performance. Deviations will be allowed only in accordance with the Contract Documents and only when specifically approved in writing referencing the deviation. No approval granted by WIDEWATERS or the Tenant shall relieve Contractor from complying with the Contract Documents.

WIDEWATERS' review or approval of any shop drawings, cuts, samples, material lists and other submissions, including mock-ups or temporary structures, shall not to any extent, under any circumstances (i) alter the requirements of the Contract Documents for quality, quantity, finish, dimension, design or configuration (ii) constitute acceptance by WIDEWATERS of any method, material or equipment not ultimately acceptable to the tenant, or (iii) relieve Contractor from responsibility for errors of any sort therein or from the necessity of furnishing any Work required by the Contract Documents which may have been omitted there from.

**1.01 DESCRIPTION****A. Definitions:**

1. **Samples:** Physical examples prepared to illustrate materials, equipment or the workmanship and to establish standards by which the Work will be judged to determine compliance with the Contract Documents.
2. **Shop Drawings:** Drawings, diagrams, illustrations, schedules and performance charts, prepared to illustrate a portion of the Work in detail.
3. **Product Data:** Dated, printed literature of a product manufacturer that describes product characteristics and installation procedures. Product data may include test and performance data, illustrations, standard brochures and special data.
4. **Submittals:** General item including samples, shop drawings and product data, as applicable.

**B. General Provisions:**

1. Provisions in this section are mandatory procedures for preparing and submitting samples, shop drawings and product data.
2. As a minimum the Contractor shall submit product data, reports and shop drawings for review per the Shop Drawing/ Submittal Logs at the end of this section.
3. Submittals shall be in orderly sequence and timed to cause no delay in the Work.
4. The Architect or Civil Engineer shall receive all submittals required by these Specifications within thirty (30) days of awarding the contract unless otherwise noted.
5. Job delays occasioned by requirement of resubmission of samples, shop drawings and product data not in accord with Contract Documents are Contractor's responsibility and will not be considered valid justification for extension of contract time.
6. Contractor shall not commence any portion of Work requiring submittals, other than for information only, until each submittal related to the Work has been reviewed and approved by the Architect or Civil Engineer.

**C. Materials Requiring Submittals for Information Only:**

1. Products that require selection of color or texture by the Architect or Civil Engineer are excluded under this article.
2. Product data matching manufacturer, model, accessories and finish as specified in the Contract Documents do not require shop drawings but shall require the submission of one (1) copy of the manufacturer's literature to the Architect of Record or Civil Engineer's for information only.
3. Manufacturer's literature shall substantiate compliance with requirements stated in Contract Documents.
4. Each submittal shall contain:
  - a. Cover sheet identifying the name of Project, the Architect or Civil Engineer, Contractor and subcontractor, if applicable.
  - b. Product identification, including manufacturer's name and address.
  - c. Manufacturer's literature which shall contain specific items, as follows:
    1. Product Description
    2. Reference Standard
    3. Performance and Test Data

Submittals  
01300-1



5. The Architect or Civil Engineer shall:

- a. Review submittals for compliance with specifications.
- b. If exception is noted, return submittal to contractor for full submittal.
- c. If no exception is noted, return to Contractor and file one set at the office of the Architect or Civil Engineer.

1.02 SAMPLE PREPARATION: Contractor shall:

- A. Prepare samples in sizes, shape and finish in accordance with the provisions of individual specification sections.
- B. Furnish samples and full size, on-the-site, "Mock-Ups" as called for in some specification sections
- C. Submit the number of samples required of Contractor, plus one (1) to be retained by WIDEWATERS, Architect, and/or Civil Engineer, unless otherwise indicated.

1.03 SHOP DRAWING PREPARATION

- A. Drawings shall conform to the following requirements:
  1. Number drawings consecutively.
  2. Indicate working and erection dimensions and relationships to adjacent work.
  3. Show arrangements and section views, where applicable.
  4. Indicate material, gauges, thicknesses, finishes and characteristics.
  5. Indicate anchoring and fastening details, including information for making connections to adjacent work.
  6. Contain a written certification from the manufacturer that the material supplied to the Project conforms to the specifications.
- B. Forms: Submit one (1) sepia transparency and two (2) blueline prints of shop drawings.

1.04 PRODUCT DATA PREPARATION: Contractor shall:

- A. Include product manufacturer's standard printed material, dated, with product description and complete installation instructions. Product data may also contain test and performance data, illustrations and special details.
- B. Submit the number of copies required of Contractor plus two (2) which will be retained by WIDEWATERS, Architect or Civil Engineer.
- C. Delete dates not related to this Project from manufacturer's standard data.

1.05 CONTRACTOR'S REVIEW

- A. Contractor shall:
  1. Review submittals and stamp with approval prior to submitting to Architect or Civil Engineer.
  2. Schedule submittals with promptness and sequence as to cause no delay in the Work of or in the work of WIDEWATERS or separate contractors.
- B. By approving submittals, Contractor represents that he has determined and verified all materials, field measurements, quantities and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Contractor is responsible for selecting fabrication processes and techniques of construction.
- C. Where work is indicated "By others", Contractor shall indicate responsibility for providing and coordinating such work, whether by Subcontractors or under separate contracts.
- D. Contractor agrees that submittals processed by the Architect of Record or Civil Engineer are not Change Orders; that the purpose of submittals by Contractor is to demonstrate that Contractor understands the design concept; that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing fabrication and installation methods he intends to use.
- E. Contractor represents by submitting samples, shop drawings and product data that he has complied with provisions specified above. Submittals made without Contractor's approval indicated thereon will be returned without review for compliance with this requirement.
- F. Shop drawing submittals including data sheets, etc. shall have a reserved 6" x 6" space for Architect or Civil Engineer shop drawing review stamp and comments. Where such space is not available on printed documents/data sheet, Contractor shall provide a separate 8-1/2 x 11 sheet with pertinent project data, including itemized list of products being submitted. In addition, two (2) 5-1/2" x 6" blocks shall be reserved for Architect or Civil Engineer and Contractor review stamps and comments.

Submittals  
01300-2

- G. Contractor shall date each submittal and indicate name of Project, Architect or Civil Engineer, Contractor, Subcontractor, as applicable, description or name of equipment material or product and identify each location at which it is to be used in the Work.
- H. Each submittal shall be accompanied by a transmittal letter containing the Project name and Project location, Contractor's name, number of samples or drawings, titles and other pertinent data. The transmittal shall outline deviations, if any, in submittals from requirements of Contract Documents.
- I. All such portions of the Work shall be performed in accordance with approved submittals.

#### 1.06 ARCHITECT OF RECORD OR CIVIL ENGINEER'S REVIEW

- A. Review by the Architect or Civil Engineer is only for general conformance with the design concept of project and with information given in the Contract Documents. Each review of a specific item shall not indicate approval of an assembly in which item is a component.
- B. Architect or Civil Engineer's review of submittals shall not relieve Contractor of responsibility for deviation from requirements of Contract Documents unless Contractor has informed Architect or Civil Engineer in writing of such deviation at time of submission and Architect or Civil Engineer has given written approval to the specific deviation. Review by Architect or Civil Engineer shall not relieve Contractor from responsibility for errors or omissions on submittals.
- C. Architect of Record or Civil Engineer will review each submittal, mark it with appropriate action, and return it to Contractor within one (1) week of receipt, except where it must be held for coordination, and the Contractor is so advised. Submittals will be marked by the Architect or Civil Engineer as follows:
1. "FURNISH AS SUBMITTED/NO EXCEPTIONS TAKEN" indicates the submittals have been reviewed for general conformance with the design concept and no exceptions are taken.
  2. "FURNISH AS CORRECTED/MAKE CORRECTIONS NOTED" indicates Contractor shall make correction as noted on submittal.
  3. "REVISE AND RESUBMIT" indicated the submittals to be revised and resubmitted for review prior to proceeding with the Work or that submittal does not comply with the Contract Documents.
  4. "REJECTED" indicate the submittal does not comply with Contract Documents and is rejected.
  5. "SUBMIT SPECIFIED ITEM" indicates that samples of specified item shall be submitted in sizes, shapes and finish in accordance with provisions of an individual specification section.
- D. Architect or Civil Engineer will return one (1) sepia copy of reviewed shop drawings for printing and distribution by Contractor.

#### 1.07 RESUBMISSION: Contractor shall:

Make corrections and changes indicated for submittals marked "Rejected" or "Revise and Resubmit" and resubmit in the same manner as specified above, until submittals comply with Contract Documents.

#### 1.08 DISTRIBUTION

Contractor is responsible for obtaining and distributing copies of submittals to his Subcontractors and material suppliers after final approval. Prints of reviewed shop drawings shall be made from reproducible that carry the stamp of the Architect or Civil Engineer.

Contractor shall maintain a file of reviewed submittals for the duration of project, which shall be delivered to WIDEWATERS as part of Project closeout documents.

#### 1.09 SUBMITTAL LOG FOR CIVIL ENGINEER

SHOP DRAWINGS/ SUBMITTAL LOG					DATE RECEIVED & REVIEW COMMENTS					
Spec.	Required Items	Shop Drawing	Product Data/ Report	Samples	Data Received	Furnish as Submitted	Furnish as Corrected	Revise and Resubmit	Rejected	Submit Specified Item
02050	Demolition		X							
02200	Earthwork		X							
02260	Modular Retaining Wall	X	X							
02580	Pavement Markings		X	X						
02721	Storm Drainage System		X							
02920	Soil Preparation		X							
02930	Lawns and Sod		X	X						
02940	Landscape Planting		X							
02950	Trees, Shrubs, Vines & Groundcover	X	X	X						
02960	Landscape Irrigation	X	X							

Submittals  
01300-3

## 1.10 SUBMITTAL LOG FOR ARCHITECT OF RECORD

SHOP DRAWING/ SUBMITTAL LOG					DATE RECEIVED & REVIEW COMMENTS					
Spec.	Required Items	Shop Drawing	Product Data/ Report	Samples	Date Received	Furnish as Submitted	Furnish as Corrected	Revise and Resubmit	Rejected	Submit Specified Item
02383	Drilled Piers ( If applicable)	X	X							
03300	Cast in Place Concrete		X							
03390	Slab on Grade		X							
03410	Prestressed Precast Concrete Hollow Core Wall (if applicable)	X	X							
03470	Tilt Up Panels (if applicable)	X	X							
04200	Brick Masonry (if applicable)		X	X						
04230	Reinforced Unit Masonry (is applicable)		X	X						
05120	Structural Steel	X	X							
05210	Steel Joist Girders	X	X							
05220	Steel Joists	X	X							
05300	Metal Roof Deck	X	X							
07240	EIFS (if applicable)		X	X						
07406	Metal Roofing	X	X	X						
07511	Built Up Roofing (if applicable)	X	X							
07701	Roof Accessories		X							
07901	Joint Sealers/ Fillers		X	X						
08331	Overhead Doors	X	X							
08412	Aluminum Entrances and Storefronts	X	X	X						
09836	Textured Surface Coating (if applicable)		X	X						
09900	Painting		X	X						
10525	Fabric Smoke Curtains (if applicable)	X	X							
10539	Overhead Support Canopies (if applicable)	X	X							
10606	Chain Link Fencing and Gates		X							
10607	Ornamental Fencing and Gates (if applicable)	X	X							
10609	Security Chain Link Fencing		X							
15010	Mechanical	X	X	X						
15301	Fire Protection and Pump	X	X							

END OF SUBMITTALS

Submittals  
01300-4

REVISED: 3/20/2020

**SECTION 01500 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. The Contract Documents, including the General Conditions, Supplementary Conditions, General Requirements, Drawings and Schedules, Addenda and Modifications apply to the Work specified herein.

**1.02 DESCRIPTION OF WORK****A. Temporary Utilities:****1. Plumbing:**

- a. Water: Contractor shall provide water unless there is a plumbing contractor in which event the plumbing contractor shall provide temporary water for all contractors' use.
- b. Temporary toilets: WIDEWATERS shall provide suitable chemical toilet facilities on site.

**2. Electrical:****a. Temporary service: The Electrical Contractor shall:**

1. be responsible for temporary electrical service required for power;
2. coordinate with WIDEWATERS for extension of existing service available at site;
3. provide service with ground fault circuit interrupter features;
4. insure that all work conforms to federal and local safety codes and N.E.C. Power consumed shall be paid for by WIDEWATERS. All temporary services shall be disconnected and removed at completion of project.

**b. There shall be no interruption of services.****c. Lighting work areas: Contractor, unless there is a separate the Electrical Contractor, shall provide and install temporary lighting minimum 5 FC. Maintain adequate lighting in work areas in accordance with all local, state and federal regulations.****3. Temporary heat and ventilation:**

- a. WIDEWATERS shall provide and pay for the temporary heating system as required to protect all interior work from freezing.

**B. Temporary Hoist:**

1. There will be no provision made for a temporary hoist.
2. Contractors requiring material delivery to raised floor levels or roof shall make their own provision for high lift equipment or crane.

**C. Field Office and Storage:**

1. Contractor shall provide suitable storage trailers or enclosures for his construction items to prevent damage by the weather.
2. Contractor shall be responsible for suitable security for tools, equipment storage trailers and enclosures.

**D. Fire Extinguishers: Contractor shall provide all required extinguishers. In addition, Contractor shall:**

1. Provide types, sizes, numbers, and locations as would be reasonably effective in extinguishing fires during early stages by personnel at the Project site.
2. Provide Type A extinguishers at locations of combustibles. Provide Type ABC dry chemical extinguishers at electrical or grease-oil-flammable liquid fires.
3. Comply with recommendation of NFPA No. 10.
4. Post warning and quick-instructions at each extinguisher location.
5. Instruct personnel at Project site at time of their first arrival, on proper use of extinguishers and other available facilities at Project site.
6. Post local fire department call numbers on each telephone instrument at Project site.

Construction Facilities and  
Temporary Controls  
01500-1

E. Environmental Protection Procedures: The Contractor shall:

1. Provide facilities, establish procedures, and conduct construction activities in a manner which will ensure compliance with environmental regulations controlling construction activities at Project site.
2. Designate one person, the construction superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of Project site.

F. Signage and Controls: The Contractor shall:

1. Provide construction sign and warning lights, or other means to warn of construction operations. At completion of construction, all signs shall be removed.
2. Provide sign of yellow tape reading "Caution - Construction Areas" at all barriers.

G. Adjoining Property: The Contractor shall:

1. Protect all adjoining property and repair or replace any such property damaged or destroyed by him, his employees or subcontractors, by reason of or as a result of activities under, for, or related to the Contract or the Work.

**END OF CONSTRUCTION FACILITIES & TEMPORARY CONTROLS**

Construction Facilities and  
Temporary Controls  
01500-2

**SECTION 01700 - PROJECT CLOSEOUT****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Contract Documents, including the General Conditions, Supplementary Conditions, General Requirements, Drawings and Schedules, Addenda and Modifications apply to the Work specified herein.

**1.02 CLOSEOUT SUBMITTALS:** The Contractor shall provide to WIDEWATERS in numbers as determined by WIDEWATERS:

- A. Project record documents;
- B. Operation and maintenance data;
- C. Guarantees, warranties and bonds;
- D. Keys and Keying Schedule;
- E. Extra stock, spare parts and maintenance materials;
- F. Certificates:
  - 1. Mechanical: Balancing tests,
  - 2. Electrical: U.L. Certificate, and
  - 3. Certificates of Insurance for products and completed operations;
- G. Contractor's Affidavit of Payment of Debts and Claims, and
- H. Contractor's Affidavit of Release and waiver of lien rights.
- I. The Contractor shall instruct WIDEWATERS' Tenant's personnel in operation of all systems, mechanical, electrical and other equipment.

**1.03 RECEIPT**

- A. The Contractor shall obtain a copy of receipts signed by WIDEWATERS and/or the Tenant for all close-out submittals, and certificates which memorialize that WIDEWATERS' and/or Tenant's personnel have received instruction in the use of equipment.

**1.04 RECORD DRAWINGS**

- A. Prior to acceptance by WIDEWATERS and/or Tenant of the Work Contractor shall furnish to WIDEWATERS one (1) set of current contract drawings on reproducible transparencies on which the Contractor has recorded, in a neat and workmanlike manner, all instances where actual field construction differs from Work as indicated on the Contract Drawings. These "record" drawings shall show the following information:
  - 1. All significant changes in plans, sections, elevations and details, such as differences in the location of walls, doors, windows, stairs, and/or the like made during construction.
  - 2. Final location of electric panels, final arrangement of electric circuits, and any significant changes made in electrical design as a result of Change Orders or job conditions.
  - 3. Final location and arrangement of all mechanical equipment and major concealed plumbing, including, but not limited to, supply and circulating mains, vent stacks, sanitary, and storm water drainage.
  - 4. Final location and arrangement of all underground utilities, connections to building and/or rerouting of existing utilities, including, but not limited to, sanitary, storm, heating, electric, gas, water, telephone, and cable TV.
- B. Shop drawings shall not be acceptable as "record" drawings.

**1.05 OPERATING INSTRUCTIONS AND MANUALS**

- A. Contractor shall furnish two (2) complete sets of operating instructions and manuals including instructions for all mechanical and electrical systems involved in the Project. These shall be made available by the Contractor for review and comment by the Architect and/or WIDEWATERS before the Contractor's request for final acceptance.
- B. Each manual shall include unused, clean and legible copies of:
  - 1. Final shop drawings.
  - 2. Wiring diagrams.

Project Closeout  
01700-1

3. Manufacturer's instructions on care and operation of equipment.
4. Spare parts list.
5. Complete typewritten operating instructions.
6. Each manual shall be bound in common folders or heavy notebook covers and delivered to WIDEWATERS before the Contractor's request for final acceptance. If requested, the Contractor shall also provide verbal instructions to WIDEWATERS' representatives as necessary.

1.06 GUARANTEES AND WARRANTIES (Signed by Company Officer and Notarized.)

- A. As a condition precedent to final acceptance, Contractor shall provide to WIDEWATERS an unconditional written warranty and guarantee in the form attached to the Form of Contract.
- B. Where a part or portion of the Work is performed by a Subcontractor and a guarantee or warranty thereof is required, the Contractor shall secure such guarantee or warranty from the Subcontractor performing such Work on the Subcontractor's letterhead signed by the Subcontractor and counter-signed by the Contractor addressed to and in favor of WIDEWATERS.
- C. A separate but like guarantee or warranty addressed to and in favor of the Contractor shall also be secured by Contractor from the Subcontractor.
- D. Any guarantee or warranty from a manufacturer or other supplier shall be made to run to and in favor of WIDEWATERS. The Contractor shall obtain a separate, like guarantee or warranty separately to and in favor of the Contractor which shall be counter-signed by the Contractor as in the case of Subcontractors.
- E. All guarantees and warranties shall be delivered directly to WIDEWATERS as a condition precedent to final payment.
- F. As a condition precedent to Contractor's right to the first retention payment, Contractor shall tender to WIDEWATERS its acknowledged written guarantee in a form as provided by or acceptable to WIDEWATERS.
- G. Form of Guarantee and Warranty (Subcontractor or Supplier)

We hereby guarantee that the work as defined in our Subcontract/Purchase Order with \_\_\_\_\_ (Contractor) which we have installed/supplied at the \_\_\_\_\_ (Project) and covenant that the work has been done in strict accordance with the drawings and specifications and that the work installed/supplied fulfills the requirements of those specifications. We agree to repair or replace or cause to be repaired or replaced any or all of our work which may prove to be defective in workmanship or materials, together with any adjacent work which requires repair or replacement because of our defective work, within a period of \_\_\_\_\_ year(s) from date of acceptance of the Project.

If we fail to start compliance with the requirements contained in the above paragraph within ten (10) days after receipt of written notice to do so, or fail to pursue such compliance with diligence, we, jointly and severally, do hereby authorize WIDEWATERS and/or Contractor to proceed to have the defects repaired and made good at our sole expense. We will honor and pay the costs and charges incurred. If we fail to fulfill the preceding obligations, and if Contractor or WIDEWATERS brings an action to enforce this guarantee, we agree to pay Contractor's and/or WIDEWATERS' reasonable attorney's fees and other litigation cost incurred in connection therewith.

Signed: \_\_\_\_\_  
(Subcontractor/Vendor)

**END OF PROJECT CLOSEOUT**

Project Closeout  
01700-2

**SECTION 01710 – DAILY AND FINAL CLEANING****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. The Contract Documents, including the Information to Bidders, the General Conditions, Supplementary Conditions, General Requirements, Drawings and Schedules, Addenda and Modifications apply to the Work specified herein.

**1.02 DESCRIPTION OF WORK**

- A. Work included: Clean-up shall be performed as required to maintain clean appearance, prevent accidents to personnel, protect all Work in place, and to effect completion of the Project in an orderly manner.
- B. Scope:
1. Sweeping, brooming, vacuuming, and dust control.
  2. Debris removal.
  3. Removal of excess material, tools, equipment, and scaffolding.
  4. Cleaning all installed Work. Refer to sections of Specifications where specific additional requirements may be stated.

**1.03 QUALITY ASSURANCE**

- A. Requirements of regulatory agencies: All Work shall comply with health, safety, and fire protection code and/or applicable codes and/or applicable regulations established by agencies having jurisdiction.

**PART 2 PRODUCTS****2.01 MATERIALS AND EQUIPMENT**

- A. All cleaning materials and equipment shall be selected and employed with care to avoid scratching, marring, defacing, staining, or discoloring surfaces cleaned. Contractor shall bear responsibility for damage resulting from improper cleaning.

**PART 3 EXECUTION****3.01 CONSTRUCTION PROGRESS CLEANING**

- A. Periodic Cleaning
1. Contractors shall at all times during progress of work keep site free from accumulation of waste matter and rubbish and shall confine apparatus, materials, and operations or workmen to limits prescribed by law, or by the Contract or Contract limit lines, except as the latter may be extended with approval of WIDEWATERS.
  2. Clean up shall be performed and deposited in a centrally located trash receptacle at least once daily, or as required to maintain acceptable conditions.
  3. Trash removal: Contractor shall provide dumpsters for their trash. Each subcontractor shall be responsible to collect and deposit his debris in such collection facilities. The Contractor will be responsible for removal from the job site of all debris generated from his scope of Work.

**3.02 FINAL CLEAN-UP**

- A. Immediately prior to Contractor's request for final inspection of the Work or any portion thereof, final clean-up shall be completed in all areas where Work has been performed under this Contract.
- B. Final clean-up shall be of a quality to leave building in condition for WIDEWATERS and/or Tenant use.

**3.03 CLEAN-UP**

- A. In addition to requirements of clean-up during construction, final clean-up shall leave the building free from all dirt, dust, and debris occasioned by the Work. All exposed surfaces of materials shall be cleaned as noted in general and specific listings as follows:
1. General: Contractor shall:
    - a. Remove grease, dust, dirt, stains, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
    - b. Remove paper labels from fixtures and equipment only after respective items have been inspected, verified and approved to assure that each complies with requirements of the Specifications and Drawings.

Daily and Final Cleaning  
01710-1



- c. Remove all temporary protection.
  - d. Labels and plates that are permanently attached to equipment shall not be removed or painted.
  - e. Remove paint smears and clean all permanent labels so they are legible.
  - f. Restore areas affected by the work to their original condition.
2. Painted Surfaces: Contractor shall:
    - a. Remove marks, stains, fingerprints, and dirt.
  3. Hardware: Contractor shall:
    - a. Clean and polish.
  4. Floor Surfaces: Contractor shall:
    - a. Remove paper cover, clean, strip factory sealers, including manufacturer's markings.
    - b. Mop and buff surfaces leaving floors clean and lustrous.
  5. Premises and Site: Contractor shall:
    - a. Remove all trash, debris, and surplus excavation dirt.
    - b. No items shall be left or discarded elsewhere on site, or on any adjacent property.
    - c. Items that will be discarded shall be removed to authorized public dumps.
    - d. Leave premises vacuumed.
  6. Aluminum: Contractor shall:
    - a. Remove all temporary protective covering.
    - b. Clean and polish.
  7. Stainless Steel and Other Metal Surfaces: Contractor shall:
    - a. Remove protective covering.
    - b. Clean and polish.
  8. Glass: Contractor shall:
    - a. Remove protective markings.
    - b. Remove excess glazing materials.
    - c. Clean and polish both surfaces.
  9. Mechanical and Electrical: Contractor shall:
    - a. Clean all equipment including, but not limited to lighting fixtures, panel boards, fire alarm equipment, receptacles and switch plates, and plumbing fixtures.
    - b. Clean light fixtures, lamps and diffusers so as to function with full efficiency.

**END OF DAILY AND FINAL CLEANING**

Daily and Final Cleaning  
01710-2