

# **GENERAL CONDITIONS: FACILITIES CONTRACTS**

**DEPARTMENT of FACILITIES  
PLANNING and MANAGEMENT**

**Washington University – St. Louis  
One Brookings Drive  
Campus Box 1036  
St. Louis, MO 63130**

**CONTENTS:****A. GENERAL PROVISIONS**

- GC-1 Definitions/Authority
- GC-2 Codes, Permits, Laws and Regulations

**B. DRAWINGS AND SPECIFICATIONS**

- GC-3 Contract Drawings and Specifications
- GC-4 As-Built Drawings

**C. STANDARDS OF WORK**

- GC-5 Administration, Inspection/Authority
- GC-6 Interpretation and Decision
- GC-7 Correction of Work
- GC-8 Warranties and Guarantees

**D. PAYMENTS**

- GC-9 Progress Payments
- GC-10 Extras/ Changes to Work
- GC-11 Substantial Completion and Acceptance
- GC-12 Final Inspection, Acceptance, Payment

**E. PURCHASED MATERIALS**

- GC-13 Equipment and Materials
- GC-14 Purchase of Material and Equipment
- GC-15 Shop Drawings and Samples
- GC-16 Samples and Testing

**F. WORK ON CAMPUS**

- GC-17 Contractor's Working Conditions on Campus
- GC-18 Responsibilities of Contractor
- GC-19 Equal Employment Opportunity
- GC-20 Job Site Safety and Security
- GC-21 Hazard Communication

**G. INSURANCE**

- GC-22 Builder's Risk Insurance
- GC-23 Insurance/Indemnification
- GC-24 Insurance Requirements

**H. SUBCONTRACTS**

- GC-25 Subcontracts

**I. SCHEDULES**

- GC-26 Schedule of Values
- GC-27 Project Schedule
- GC-28 Performance of Work
- GC-29 Extension of Scheduled Time of Substantial Completion

**GC-1 DEFINITIONS/AUTHORITY**

Terms used in the Contract Documents are defined:

- A. "Contract Documents": The Contract Documents consist of the Agreement between Owner and Contractor, these General Conditions, Drawings, Project Manual and Specifications, addenda issued before execution of the Agreement, other documents listed in the Agreement, and modifications issued after execution of the Agreement. A modification is a written amendment signed by both parties, a change order, a construction change directive, or a written order for a minor change in the Work issued by the Architect/Engineer.
- B. "The Contract": The Contract Documents form the Contract for construction and represent the entire integrated Agreement between the Owner and Contractor, and shall not be construed to create a contractual relationship of any kind between any parties other than the Owner and the Contractor.
- C. "The Work": The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction and all materials and equipment incorporated in such construction.
- D. "Owner": Washington University, a Missouri corporation. The work shall be under the general administration and subject to the inspection of the Administrator of Facilities Planning and Management, or his representative, and these are the only persons authorized to represent the Owner. The term Owner's Representative means the Administrator of Facilities Planning and Management.
- E. "Architect/Engineer": The Architect or Engineer is the person lawfully licensed to practice architecture and/or engineering in the state of Missouri, identified as such in the Owner Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The terms Architect and/or Engineer mean the Architect and/or his authorized representative.
- The Architect and/or Engineer and/or a designated construction coordinator, will be the representative of the Administrator of Facilities Planning and Management during construction and until final payment is due. The Architect and Engineer will have authority to act on behalf of the Owner only to the extent provided in their contract with the Owner.
- F. "Contractor": The person, firm, or corporation with whom the contract is made by Owner.
- G. "Subcontractor": A person, firm, or corporation, supplying labor and materials, or only labor for work at site of the project for and under separate contract or agreement with Contractor.
- H. "Furnish": Purchase and deliver to the project site, complete with each and every necessary appurtenance, all as part of the contract work.
- I. "Install": Coordinate delivery schedule; unload and handle from the delivery point at the project site; put into field storage as required; field assemble, if necessary; mount in position (with rigging, if necessary); connect and perform all other operations necessary for proper functioning, all as part of this work.
- J. "As-Built Documents": Drawings and other records that are maintained to record all conditions which exist when the building construction is completed. This includes both the elements of the project itself and existing elements that are encountered during the course of project construction.
- K. "Shop Drawings" are drawings, diagrams, illustrations, charts, brochures, and other data that are prepared by Contractor or any Subcontractor, manufacturer, supplier or distributor, for some portion of the work.
- L. "Samples" are physical examples furnished to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.

M. "General Conditions": The standardized contractual provisions describing the responsibilities, rights and relationships of the Owner and Contractor under the construction contract. Washington University provides a line for the General Contractor to list the cost of general conditions in the form of bidders proposal. The percentage identified on this line is to be used to calculate the value to provide general conditions for changes to the contract. The value is determined by multiplying the percentage for general conditions identified in the form of bidders proposal times the sum of approved material and labor costs associated with the change to the contract.

#### **GC-2 CODES, PERMITS, LAWS AND REGULATIONS**

- A. All workmanship and materials used under this contract shall be in accordance with all local, city, state and national codes which may be applicable.
- B. Contractor shall comply with all applicable laws, ordinances, rules and regulations of all authorities having jurisdiction over construction of this project. Where requirements of the Contract Documents differ from laws, ordinances, rules, regulations, orders, the Building Code or the requirements of authorities having jurisdiction, the more stringent requirements shall govern.
- C. Contractor shall at his own expense, procure and maintain all licenses, permits, inspections and approvals necessary for the execution of the work. The Contractor shall include the time required to maintain permits in his project schedule. **The Washington University project number and project manager shall be indicated on the permit application.**
- D. Contractor shall at his own expense, pay all fines and penalties which may be levied by authorities having jurisdiction over construction of this project for violations of building codes, building permits, licenses, inspections and approvals, including the penalty for starting construction without a permit.

#### **GC-3 CONTRACT DRAWINGS AND SPECIFICATIONS**

- A. Information given in the Contract Documents is as exact as could be secured, but its extreme accuracy is not guaranteed. Contractor must, therefore, examine the locations carefully and verify all measurements, distances, elevations, clearances, etc., before starting work.
- B. Contractor shall, upon discovery and before proceeding further, notify Architect or Engineer in writing, of any latent conditions differing materially from those indicated in the Contract Documents or unknown unusual physical conditions at the site. Architect or Engineer may, in writing, order changes in the work within the general scope of the contract.
- C. Specifications and drawings of the Contract Documents shall be considered as mutually explanatory and any work required by one, but not by the other, shall be performed as if required by both.
- D. The drawings indicate diagrammatically the desired arrangement and approximate location for the items of equipment, circuiting, piping and ductwork. In some instances, components have been distorted and/or exaggerated to avoid confusion. The entire installation is to be made in such a manner to avoid obstructions, preserve headroom, keep openings and passageways clear, and to overcome local difficulties, interference with structural conditions and coordination with other trades.
- E. Measurements, dimensions, equipment space requirements, etc., shall be verified by Contractor. Contractor shall assume responsibility for proper installation and coordination of equipment in the space available. Work, which may be specified but not completely detailed on the drawings, shall be installed as dictated by common practice or as directed by Architect or Engineer.

**GC-4 AS-BUILT DRAWINGS**

- A. Contractor shall maintain on-site and submit for approval of Owner's Representative upon completion of the work, a complete set of "As-Built" drawings and specifications of the Contract Documents which clearly show with dimensions any variation from working drawings in the installation of materials and equipment.
- B. On-Site Requirements: Contractor shall maintain a complete bound set of all drawings, specifications, addenda, approved shop drawings, change orders and other modifications of the Contract Documents for inspection at any time by Owner's Representative. Contractor shall mark up the on-site set each day to record measurements, changes and deviations from the design and additions and deletions thereto, as approved, as well as existing facilities encountered in the course of the work, which are not shown on the drawings. It is mandatory that the on-site set of record drawings be kept up-to-date by Contractor.
- C. Form of Submittals: "As-Built" drawings submitted by Contractor to Architect or Engineer for approval shall be red-lined prints, fully marked up to show all changes approved by Change Orders, approved Field Change Requests or changes approved by Owner's representative.

**GC-5 ADMINISTRATION INSPECTION/AUTHORITY**

- A. The Administrator of Facilities Planning and Management and/or his representative is the only entity that will give orders and directions by authority of Owner under this contract. Contractor shall be responsible for any and all actions and omissions of all his employees and Subcontractors not so authorized.
- (1) The Architect will not have control over or charge of and will not be responsible for construction means, methods, procedures, sequences or techniques, or for safety precautions and programs in connection with the Work, all of which are solely the Contractor's responsibility. The Architect will not be responsible for the performance of the construction

contract(s), Work or products, or any defects, deficiencies, or effects resulting therefrom, of any Contractor, Subcontractor, manufacturer, supplier, fabricator, consultant, retained by the Owner, or any third party, including anyone working or acting on behalf of any of them.

- B. Owner's Representative shall at all times, have access or Contractor shall provide facilities for access to the work whenever it is in preparation or progress. Owner's Representative shall be permitted and periodically will inspect all aspects of this contract including workmanship, materials, records, and other relevant items to determine the quality, acceptability and fitness of the work.
- C. Owner's Representative may reject all workmanship and materials which do not conform with the intent of the Contract Documents, but failure to exercise power shall not be construed or held by Contractor as an admission on the part of Owner that the work, or any part thereof, has been faithfully performed in case the fact shall be otherwise.

**GC-6 INTERPRETATION AND DECISION**

- A. Claims, disputes, and other matters in question relating to the execution of the work, progress, and/or interpretation of the Contract Documents shall be referred to a representative of the Administrator of Facilities Planning and Management for a decision.
- B. Representative of the Administrator of Facilities Planning and Management or the Architect, or the Engineer, shall decide the meaning and intent of any portion of the Contract Documents where same may be in dispute.
- C. All interpretations and decisions shall be consistent with the intent of the Contract Documents.

**GC-7 CORRECTION OF WORK**

- A. Work covered contrary to the request of Owner's Representative shall, if required, be

uncovered and replaced at Contractor's expense.

- B. Contractor shall uncover work for inspection at the request of Owner's Representative although the Owner's Representative had not specifically requested to observe said work prior to being covered. If the work is not in accordance with the Contract Documents, Contractor shall pay all costs. If the work is acceptable, Owner shall pay the cost of uncovering and replacement by change order.
- C. Contractor shall promptly correct all work rejected by Owner's Representative whether observed before or after Substantial Completion.
- D. All defective and non-conforming work shall be corrected to conform to the Contract Documents without cost to Owner.
- E. If Contractor defaults, neglects to prosecute the work, and/or does not correct defective or non-conforming work, Owner may after seven days' written notice to Contractor and without prejudice to any other remedy he may have, make good such deficiencies. An appropriate Change Order shall be issued, deducting from the payments due Contractor, the cost of correcting such deficiencies. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.

#### **GC-8 WARRANTIES AND GUARANTEES**

- A. Materials and Workmanship Warranty
- (1) If within one year after the date of 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, Owner finds any of the work to be defective or not in accordance with the Contract Documents, Contractor shall correct it promptly after receipt of a written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition.
  - (2) One-year warranty shall begin upon date of Final Acceptance and payment of retainage for work listed as uncompleted

on Punch List at time of Substantial Completion.

- (3) Defective work corrected by Contractor shall be warranted for an additional period of one year from date of Owner's acceptance of Contractor's corrections.

#### **B. Landscape and Planting Warranty**

- (1) Warranty requirements are applicable to plant materials furnished by Contractor, planting materials installed by Contractor that are perennial or hardy, and to plantings which are part of the campus landscape, whether indoors or outdoors. This warranty requirement is not applicable to annual or seasonal plantings, which must be renewed on an annual basis.
- (2) Contractor shall warrant plant material furnished and/or installed to be live and healthy, vigorous and thriving for a period of one year. If the one-year warranty expires in a dormant season, the warranty will be understood to extend into the next following growing season. Contractor, at Contractor's sole expense, shall promptly replace any plant material that is dead, moribund, not vigorous or thriving during the warranty period after receipt of the Owner's notice. Sod, seeding and ground cover planting wherever there is a bare spot or location 18 inches across in where there is not healthy, thriving grass or ground cover planting.
- (3) Upon completion of the planting, Contractor shall furnish detailed written instructions for the Owner's care of planting materials.
- (4) Contractor shall include all costs for warranty required by this section in the bid and such costs shall be part of the Contract Sum.

#### **GC-9 PROGRESS PAYMENTS**

- A. Owner shall pay Contractor value of work in place and materials stored on site upon approval of Application for Progress Payments submitted by Contractor not more than once per month. The Owner will attempt to make payment within ten days of receipt of invoice to Contractors that have sub-contracted with MBE and WBE firms. Direct payment will be made to the MBE and

- WBE firms. The application for payment shall be submitted on AIA Document G702 or it's equivalent with continuation sheets. The continuation sheets shall be complete showing individual lines for each specification section and contractor.
- B. Owner shall retain ten (10%) percent of each scheduled value of each payment to contractor to ensure the proper performance of the contract.
- C. With application for Progress Payment Contractor(s) shall furnish notarized waivers of lien for the value of the progress payment, and subcontractors and material suppliers shall furnish notarized waivers of lien for the prior progress payment, conforming to the requirements of Chapter 429 RSMo.
- D. With Application for Progress Payment, Contractor shall submit a copy of the Construction Progress Schedule, which shall show the portions of the work claimed as completed for payment as related to the Schedule of Values. Application for payment shall show retainage as a line item for each scheduled value.
- E. Storage of Materials Off site and Payment
- (1) The Contractor and his Subcontractors shall obtain prior written approval from the Owner through the Architect for permission to store only materials to be incorporated in and made a permanent part of the Work, for which Progress Payments will be requested, at off site locations. Any and all charges for storage, including insurance, and any and all charges for transportation to the site shall be borne solely by the Contractor. Before approval, Owner requires that off-site materials be stored in an approved warehouse, with proper proof of insurance and a letter stating the following information.
- (a) The name of the Contractor and/or Subcontractor leasing the storage space.
- (b) The location of such leased space.
- (c) The leased area: the entire premises or certain areas of a warehouse giving the number of floors or portions thereof.
- (d) The date on which the material was first stored.
- (e) The value of the material stored.
- (2) The Contractor and his Subcontractors shall notify the Architect and the Owner, at least once each month, to visit the warehouse where the materials are being stored.
- (3) The Contractor and his Subcontractors shall mark each sealed carton with the name of the project and the Architect.
- (4) A perpetual inventory shall be maintained for all materials held in storage for which payment has been requested.
- (5) Payments for materials stored off site in an approved warehouse and insured shall be at the sole discretion of the Owner. Any additional costs to the Owner resulting from storage of material off site for which payment is requested, such as, but not limited to, travel expenses and time for inspectors, shall be back charged to, and paid by the Contractor. Title to materials stored off site shall be transferred to the Owner when the Owner pays for such stored materials.
- F. All applications for payment shall be submitted on AIA document G702, Application and Certificate for Payment. Applications for payment shall reflect all items detailed in the approved schedule of values with corrections made for new items or Contractors as Work progresses.
- G. On projects greater than **\$300,000** in value, Contractor shall furnish a bound monthly project report with the Application for Progress Payment. The report shall contain the following information:
- (1) A cover letter describing the general status of construction activities as they relate to the project schedule and description of activities anticipated during the next month.
- (2) An activity report describing items completed during the month for each individual construction task. Include a log of daily weather conditions and temperatures.
- (3) A manpower summary for the month indicating daily manpower levels for each contractor and trade.

- (4) A minority report summarizing the daily workforce composition by ethnic group and gender for the month.
- (5) A log of change requests.
- (6) A log of submittals.
- (7) A log of requests for information.
- (8) All project meeting and conference call notes for the month.
- (9) Engineers' certifications for the month.
- (10) Four 8-inch by 10-inch color photographs of work progress recorded during the month.
- (11) List of unresolved issues that may impede meeting project milestones or schedule.

H. In the event Contractor or any subcontractor tenders substitute security, the following shall apply:

- (1) All such substitute security shall be solely in the name of "Washington University".
- (2) Contractor at its sole cost shall cause all substitute security to at all times be held by a financial institution, title company or other third party custodian in the St. Louis, Missouri metropolitan area acceptable to Owner under terms which permit Owner to take immediate possession of any or all substitute security on demand at any time during normal business hours with or without cause.
- (3) Contractor at its sole cost and as agent for Owner shall administer any and all substitute security as required by applicable law including without limitation making release thereof and payment of interest and income thereon to itself and/or to subcontractors as and when required by the Contract Documents and applicable law.
- (4) Not less often than monthly, Contractor at its sole cost shall provide Owner a written certification and report of all substitute security itemized by subcontractor and in detail reasonably satisfactory to Owner.
- (5) Contractor hereby agrees to indemnify, defend and hold harmless Owner and its trustees, officers and employees against any and all claims, demands or liabilities arising out of the negligent or otherwise improper administration by Contractor of substitute security and/or any negligence of the custodian.

I. ***Applications for Progress Payment shall not include costs for items that are not a direct expense of the work. Costs that are not authorized include, but are not limited to the following:***

- (1) Professional dues for contractors and their employees.***
- (2) Cumulative rental costs for equipment that exceeds their purchase price.***
- (3) Workers' Compensation Insurance credits – Credits given by the insurance company shall be reflected as a credit to the Owner.***

#### GC-10 EXTRAS/CHANGES TO THE WORK

- A. Owner, without invalidating the agreement, may order changes to the work and such changes will be authorized by Change Order (C.O.) to the Contractor. All changes shall be executed under the applicable provisions of the Contract Documents and all changes requiring an adjustment in the Contract Sum or Time of Performance must be evidenced by a C.O. signed by Owner, Architect and Contractor.
- B. Within five working days of receipt of the request for Changes to the Work from Owner or Architect, Contractor shall provide Owner with an estimate as to the proposed change in the Contract Sum or Time of Performance.
- C. The value of any Change to the Work which results in an addition/deletion to the Contract Sum shall be determined in one or more of the following ways, at the option of the Owner and summarized in accordance with the Owner's Code of Accounts, which is the C.S.I. format:
  - (1) By estimate and acceptance of a lump sum change to the Contract Sum.
  - (2) By unit prices named in the Contract or subsequently agree upon.
  - (3) By a Not-To-Exceed time and material cost-plus a percentage of Contractor's Overhead and Fee as applicable.
- D. In order to arrive at the value for any change, Contractor shall credit Owner with its project cost(s) excluding Overhead and Fee for any work which was previously included, but which has

been deleted by any such change.

Contractor's own forces, fifteen (15%) percent of the cost.

- E. For all changes, all such estimates shall be substantiated with a detailed break-down of quantities, units, prices, man-hours, wage rates, Overhead & Fee and similar details clearly showing how the Contractor's and Subcontractor's estimated costs were determined. The Owner reserves the right to audit all Contractor, Subcontractor and Vendor records and accounts pertaining to the Change in Work.
  - (d) For each Subcontractor for work performed by that Contractor, five (5%) percent of the amount due the second tier Contractor.
- F. In the event of a reduction from the Scope of Work, a fair and equitable deduction from the Contract Sum shall be made, which deduction shall be based upon the costs Contractor would otherwise incurred, excluding the Overhead & Fee to which the Contractor otherwise would have been entitled.
- G. No claims for any extra work or materials shall be permitted by the Owner, unless the work is ordered in writing by the Owner's Representative. Change Orders shall not be in an application for progress payment until approved by the Owner in writing.
- H. In consideration of the project schedule, the Owner may at his option approve Changes in the Work to proceed while continuing to negotiate the cost of such changes, with the Contractor.
- I. Change Order Allowances:
  - (1) In the event that fees for overhead and profit were not specified by the Contractor on the Form of Bidders Proposal, Change Order allowances for overhead and profit combined, included in the total cost to the Owner shall be based on the following schedule:
    - (a) For the Contractor for work performed by the Contractor's own forces, fifteen (15%) percent of the cost.
    - (b) For the Contractor for work performed by his Subcontractor, five (5%) percent of the amount due the Subcontractor.
    - (c) For each Subcontractor or second tier Contractor involved, for any work performed by that
- J. Costs to which overhead and profit is to be applied shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits requires by agreement or custom; worker's or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributed to the change. Without limiting the foregoing, costs to which overhead and profit shall be applied shall not include additional time or expenses of project managers or other administrative or managerial personnel regardless of where services are preformed. Fees may only be applied to the straight time portion of overtime wage rates.
- K. Costs for General Conditions will be allowed per the proportion as submitted in Base Contract Schedule of Values. General Conditions are only allowed to the Prime Contractor.
- L. Contractor shall review all submissions for extras prior to delivering to Owner. This shall include verification of materials and labor hours.

**GC-11 SUBSTANTIAL COMPLETION AND ACCEPTANCE**

- A. Contractor shall notify Owner's Representative upon completion of all work. Owner's Representative shall inspect the work to determine completion and acceptance.
- B. Date of Substantial Completion shall be date on which Owner accepts the facilities, or any part thereof as may be agreed, as being sufficiently completed by Contractor to permit Owner's occupancy and utilization of the facilities for the intended purpose.
- C. When required by the Contract Documents, Orientation by Contractor of Owner's

personnel shall precede acceptance of Substantial Completion.

D. After inspection and upon acceptance of Substantial Completion, Owner's Representative shall list uncompleted items and items to be corrected on a Punch List. Failure to include any items on such list does not alter Contractor's responsibility to complete all work conforming to the requirements and intent of the Contract Documents. Substantial Completion will not be accepted if Punch List items interfere with Owner occupying facilities or utilizing facilities for the intended purpose. Substantial Completion will not be accepted if all Punch List items cannot be completed or corrected by Contractor within thirty consecutive calendar days after Owner's Representative inspection.

E. If Owner shall determine that a subcontractor's performance has been substantially completed (including without limitation, that all of the same items described in subsection C of GC-12 below required for approval of Contractors Application for final Payment for the entire project, as such items relate to each subcontractor's work, are complete, and especially including without limitation that As-Built Drawings, O & M Manuals, Owners Orientation, Warrantees, Final Lien Waivers and Attic Stock relative to such subcontractor's work have been submitted to and approved by Owner) and if Owner further determines that such subcontractor can be released prior to substantial completion of the entire project without risk to the Owner involving such subcontractor's work, Owner shall, upon request by Contractor, release retainage as necessary to allow Contractor to pay such subcontractor in full. The foregoing shall be without prejudice to Owners right to hold and/or continue to hold sums (in addition to and not as retainage), following default, neglect to prosecute the work and/or failure to correct defective or nonconforming work by Contractor or such subcontractor, to protect Owners interest in satisfactory performance of the Contract.

(1) Within thirty (30) days following substantial completion of the project, all retainage shall be released by Owner to Contractor less an amount equal to one

hundred and fifty percent (150%) of the amount determined by Owner to be the cost to complete any remaining items. The foregoing shall be without prejudice to Owner's right to hold and/or continue to hold sums (in addition to and not as retainage), following default, neglect to prosecute the work and/or failure to correct defective or nonconforming work by Contractor or any subcontractor, to protect Owner's interest in satisfactory performance of the contract.

F. Owner Occupancy

- (1) A Certificate of Substantial Completion will be executed for each specific portion of the work to be completed prior to Owner occupancy.
- (2) Obtain a certificate of Occupancy from local building officials prior to Owner occupancy.

G. Use and Occupancy Prior to Acceptance

- (1) The Owner may fully occupy the facility as soon as it is substantially completed. No provision in this document shall be construed to prevent partial occupancy by the Owner so long as the partial occupancy does not materially affect the construction process.
- (2) Contractor agrees that the Owner, upon advance notification to Contractor in writing, will be permitted to occupy and use any completed or partially completed portions of the project when such occupancy and use is to the Owner's best interest.
- (3) If such prior occupancy increases the cost of the Work or delays in its completion, provided that the same occur prior to the completion date fixed in the "Notice to Proceed", and as amended by contract change orders, and provided that the Contractor submits written notification of such cost increase or time delay, the Contractor shall be entitled to extra compensation or extension of time, or both.
- (4) In case of partial occupancy prior to the stipulated completion date, the Owner shall secure endorsement from the insurance carrier and consent of the Surety permitting occupancy of the

building or use of the project during the remaining period of construction.

- (5) In case of partial occupancy after the stipulated date, the Contractor shall extend all necessary insurance coverage until Final Acceptance of the product. The Owner's use and occupancy prior to Final Acceptance shall not relieve the Contractor of his responsibility to maintain the insurance coverage required by the Contract Documents.
- (6) In case of such partial occupancy, guarantee/warranty period called for by the Contract Documents shall not commence until Substantial Completion of all work under the Contract.
- (7) Occupancy of the building or any portion thereof by the Owner shall not constitute an acceptance of the Work or portion thereof nor relieve the Contractor of Responsibility to perform any work required by the Contract Documents but not completed at the time of occupancy.
- (8) The Contractor shall not be required to pay maintenance costs on the portion of the building occupied under this agreement, nor be responsible for the wear and tear or damage resulting from such occupancy.
- (9) The Contractor will not be required to furnish heat, light and water used in the building or the portion of the building so occupied, without remuneration therefore in accordance with Net Cost plus Percentage method as defined in the CONDITIONS OF THE CONTRACT.

- H. The Contractor shall be responsible for all costs to the Owner resulting from failure to meet the scheduled completion date. The costs for extended general conditions and storage, double handling, reshipping, etc. of Owner furnished furniture and equipment resulting from delayed completion shall be paid by the Contractor. An appropriate Change Order shall be issued, deducting from payments due Contractor, the cost of these and any other items necessitated by the delayed completion. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to the Owner.

## **GC-12 FINAL INSPECTION, ACCEPTANCE, PAYMENT**

- A. Contractor shall notify Owner's Representative when the Punch List has been completed. Owner's representative shall determine if the Work has been fully completed and so notify the Contractor.
- B. Contractor's application for payment of retainage shall be made after the date of substantial completion. Owner shall make final payment and/or release of retainage within thirty days of approval of Contractor's Application for Final Payment. Payment of retainage will be reduced 1.5 times the estimated value of all work judged to be incomplete or non-conforming.
- C. Approval of Contractor's Application for Final Payment requires:
  - (1) Receipt and approval of Contractor's As-Built drawings and Vendors Instruction Manuals. Owner will hold five percent (5%) of each subcontract value (in addition to and not as retainage) until the delivery of As-Built Drawings and Vendors Instruction Manuals.
  - (2) Receipt of Contractor's notarized affidavit stating that all monetary obligations to suppliers of materials, services, labor, and all Subcontractors have been completely discharged and fulfilled. Owner will hold one percent (1%) of Contractor's fees (in addition to and not as retainage) until delivery of affidavit.
  - (3) Receipt of release liens from Contractor and all Subcontractors and suppliers. Owner will hold one percent (1%) of all subcontract values (in addition to and not as retainage) until delivery of final lien waivers.
  - (4) Receipt of Consent of Surety to final payment by Owner to Contractor when Payment and Performance Bond is required by Instructions for Bidders of the Contract documents
  - (5) Receipt of all guaranties, warranties and instructions as called for in the Contract

- Documents. Owner will hold one percent (1%) of all subcontract values (in addition to and not as retainage) until delivery of guaranties, warranties and instructions.
- (6) Correction of all Punch List items determined in final inspection.
  - (7) Return of all keys issued to Contractor by Owner. Owner will withhold \$100.00 for each key not returned at the time of submittal of Contractor's Application for Final Payment.

### GC-13 EQUIPMENT AND MATERIALS

- A. All equipment and materials required for installation under these specifications shall be new and without blemish or defect. All electrical equipment shall bear labels attesting to Underwriters Laboratories approval.
- B. Name brands or manufacturer's model designations are listed in the Contract Documents to set a minimum acceptable standard of quality. The words "or equal if approved by Owner" are implied, if not expressly stated.
- C. Where type or quality of material or equipment is not indicated, a first class standard article shall be furnished, subject to Shop Drawing approval.
- D. All equipment of one type (such as fans, pumps, coils, fixtures, hardware, etc. shall be the product of one manufacturer, unless otherwise specified.
- E. When particular manufacturer's products or processes are specified for an item of Work, any one thereof is acceptable for the Contractor to choose. However, the Contractor at his option may offer a substitute product or process that completely fulfills the requirements of the Contract Documents. Substitutions will be considered only if the Contractor submits a written request to the Architect, and only under the following circumstances.
  - (1) When the specified product or process is discontinued and not available from the manufacturer.
  - (2) When, if a guarantee of performance is required, and in the judgment of the Contractor, the specified product or process shall not produce the desired results.
- (3) When such substitution, in the opinion of the Architect, is in the interest of the Owner.
- F. Requests for substitution of products or processes other than those specified shall be submitted by Contractor in writing to the Architect. A request shall be accompanied by such drawings, specifications, samples, performance data, and other information as may be necessary to assist the Architect in determining whether the proposed substitution is acceptable. The burden of proof rests solely upon the Contractor. Each request shall stipulate the following items.
  - (1) The substitution is equal in quality and serviceability to the specified item.
  - (2) The substitution shall not entail changes in details and construction of related Work.
  - (3) The substitution shall be acceptable in consideration of the required design and architectural effect.
  - (4) The substitution shall not involve additional cost to the Owner. Credits to the Owner shall be described in an accompanying request for a Change Order.
  - (5) The Contractor shall waive all claims for additional costs that may subsequently become apparent for Work associated with the substitution. The Contractor shall be responsible for the affect of a substitution upon related Work in the Project and shall pay any additional costs including the Architect's and/or Engineer's additional services associated with a substitution.
  - (6) The Owner reserves the right to approve substitutions.
- G. Regardless of the evidence submitted, or any review or independent investigation by the Owner or the Architect, a request for substitution of products or processes is a warranty by the Contractor to the Owner that such substitution meets the foregoing requirements.
- H. Contractor shall furnish necessary appurtenances required for complete installation of materials or equipment furnished to Contractor by Owner.

Contractor shall furnish all items required for installation of Owner furnished equipment. Unless specified otherwise, Contractor's responsibility is to receive, store and install Owner-furnished equipment and materials.

#### **GC-14 PURCHASE OF MATERIAL AND EQUIPMENT**

A. Owner represents that it is exempt from sales tax. For the purchase of material and equipment the following procedure shall be observed:

- (1) The University will furnish a Project Tax Exemption Certificate with the Universities purchase order in accordance with 144.062 RSMO to the General Contractor for a given project. The certificate is renewable for the given project at the option of Washington University and only for the purpose of revising the certificate expiration date as necessary to complete the given project. The Contractor shall furnish a copy of the "Washington University Project Tax Exempt Certificate" to all subcontractors, and any contractor purchasing materials shall present a copy of this certificate to all material suppliers as authorization to purchase, on behalf of Washington University, all tangible personal property and materials to be incorporated into or consumed in the construction of the project and no other on a tax exempt basis. Such suppliers shall execute to the purchasing contractor invoices billable to the contractor and bearing the name of Washington University and the project identification number.

#### **GC-15 SHOP DRAWINGS AND SAMPLES**

- A. Contractor shall submit to Owner's Representative, for approval, six (6) copies of Shop Drawings and descriptive literature for all equipment to be furnished under this contract, for checking sizes, etc. of the equipment. All Shop Drawings shall be certified.
- B. Contractor shall retrieve all Shop Drawings prior to submission to Owner's Representative and shall note any deviations

from established requirements in writing. Any deviations not so noted, and any misrepresentations by means of omission of pertinent data, will be the responsibility of the Contractor.

- C. Contractor shall be responsible for any errors in Shop Drawings.
- D. Approval of Shop Drawings shall be for design and performance only. Contractor shall be responsible for dimensions, quantities, and coordination with other trades. Approval of Shop Drawings does not authorize changes to specification requirements.
- E. Contractor shall not purchase any equipment until after approval of Shop Drawings and/or descriptive literature.
- F. Shop Drawings shall be furnished for approval even though there is no substitution of the specified item.
- G. Approval of Shop Drawings, or other information submitted in accordance with requirements specified, does not assure that Architect, Engineer or Owner attests to the dimensional suitability of the material or equipment involved or the mechanical performance of equipment. Approval of Shop Drawings does not invalidate the plans and specifications if in conflict, unless written request of such change is submitted by Contractor and approved by Owner's Representative.
- H. Contractor shall submit samples in kind and number required by the Contract Documents, labeled and identified.
- I. Immediately after award of contract, the Contractor shall submit a schedule of submittals to the Owner and Architect for review. The schedule of submittals shall fully define the intended date of submission for each and every submittal required by the contract documents. This schedule shall be revised as requested by the Owner. In no case shall the submission of the required documents extend beyond 25% of the project duration.

**GC-16 SAMPLES AND TESTING**

- A. Materials used in the construction, particularly those upon which the strength or durability of the project may depend, shall be subject to testing to verify conformance with the Contract Documents and suitability.
- B. Contractor shall provide samples of material in kind and quantity required for testing, labeled and identified, without additional cost to Owner. Contractor shall patch and restore after removal of in-place samples.
- C. Owner, at Owner's for testing services, will provide tests of samples furnished by Contractor except that, if test results indicate non-conformity with the Contract Documents or non-suitability, subsequent tests required shall be the expense of Contractor including replaced or substituted materials. Contractor is responsible for coordinating with Owner's testing laboratories.
- D. Mill tests, when required of metals, pressure tests and certification of piping and vessels, shall be at Contractor's expense.
- E. Copies of all test reports and test summaries shall be submitted to the Owner, Architect and St. Louis County Department of public works code enforcement.

**GC-17 CONTRACTOR'S WORKING CONDITIONS ON-CAMPUS**

- A. Parking:
- (1) Contractor, Subcontractors and material suppliers shall at all times adhere to Owner's parking policy. Failure to abide with the Parking Policy shall be cause to remove the owner/driver of the vehicle from the project.
  - (2) Parking is only permitted in marked construction-parking zone spaces. Contractor permits shall be obtained and displayed to grant parking in the construction-parking zone. Vehicles parking in zones other than the specified construction-parking zone, using the contractor permit are subject to tow without prior warning. Contractors who display fraudulent University permits are

subject to tow, fine Facilities action and possible criminal prosecution.

- (3) At the Owner's option, the Contractor may be able to use the Owner's off-site parking. Contractors are requested to discuss this with the Owner's Representative prior to obtaining parking permits.
- (4) Parking shall not be permitted in the following areas:
  - (a) Fire Lanes
  - (b) In the proximity of fire hydrants and stand pipes
  - (c) On lawns or landscape areas
  - (d) On or obstructing sidewalks, pedestrian crosswalks and handicapped curb cuts, loading zones and truck docks
  - (e) On roadways or other paved surfaces which are not marked for parking
  - (f) Any vehicle parking in "no parking" areas (inner walkway of campus, promenade, grassy areas, fire lanes, etc.) without proper authorization is subject to tow without prior warning.
- (5) The Contractor is responsible for all parking fines incurred by employees, subcontractors and material suppliers.

**B. Work Area**

- (1) Contractor shall confine his work to the area indicated on the drawing.
- (2) The area for storage of material shall be the immediate area for construction or as agreed to/or provided by owner. Contractor shall order and accept delivery of materials for this project in such a manner so as to avoid an excessive amount of stored material.
- (3) In entering, passing through or working in any such space in the existing facility in the performance of the work, Contractor shall at all times furnish and maintain proper protection for the existing property of Owner and other contractors working in the area.
- (4) Any item damaged, marred or otherwise rendered unacceptable to Owner due to this work, whether protected or not, shall be replaced or repaired to Owner's satisfaction without cost to Owner. This includes, but is not limited to, such items as lawns and landscaping, paving, curbs,

underground utilities, floors, ceilings, walls, columns, brickwork, piping, insulation, interior spaces, equipment, fixtures, furniture, etc.

- (5) Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, and all other persons performing any of the work under the contract.

#### C. Coordination /Access

- (1) All work should be carried out in such a manner as to cause the least interference with Owner's continuous operation and/or the work of other contractors.
- (2) At no time shall contractor hamper Owner's use of the existing facility. Corridors, doorways and exits, shall be kept free of all materials at all times.
- (3) Campus Roadways and walkways shall remain open except if the Contractor is actively working at the location. Contractor shall furnish road plates, barricades, temporary guardrails, temporary pedestrian footbridges and overhead shelters, duckboards and any other installation to permit traffic and pedestrians to cross the work area safely.
- (4) Contractor shall not enter or have access to any space in the existing facility in order to perform the work without first having given timely notice to Owner's Representative and other contractors so that necessary arrangements may be made to enter or have access to such space.
- (5) All work carried out at the site is to be done in a neat, workman like between the hours of 7:00 AM and 6:00 PM, except in residential areas, which the hours of work shall be 9:00 AM to 5:00 PM, local time. Contractor's work outside of these hours, and on Saturdays, Sundays, and University holidays require advance approval and coordination by Owner's Representative.
- (6) There will be a \$100 deposit for each key requested by Contractor's personnel and subcontractors. A company check must be presented to Customer Service representing the amount for the number of keys requested. The check will be deposited into a holding account until all

keys are returned. Once all keys are returned a University check will be issued for the deposit. If keys are not returned at the end of the project, the deposit will be forfeited.

- (7) There will be a \$10, non-refundable, production fee for all new contractor cards used for entering card access controlled buildings after hours and for accessing traffic control devices. All lost or stolen ID cards should be reported as soon as possible to the Washington University Police Department at 935-5555. There will not be a fee to replace stolen ID cards as long as a report has been filed with the WUPD, but all lost cards will have a replacement fee of \$5.

#### D. Existing Utilities

- (1) Contractor shall work in such a manner so as to avoid interrupting the operation of the existing utility systems, which would interfere with the continuous operation of the existing facility. If it becomes necessary to interrupt service to make a connection, alteration or relocation to same, Contractor shall prearrange same with Owner's Construction Coordinator and make connections, alterations or relocations at time directed.
- (2) Contractor shall obtain Owner's approval five days prior to actual shutdown of any existing system required to facilitate installation of new work. Utility systems shall be restored to service immediately after Contractor completes his connection or at the end of the working day if required by Owner.
- (3) Whenever the Contractor requests shutdown of a system or branch of a system to permit demolition, tie-in or extension, he shall first schedule the shutdown with the Universities Project Manager. The Contractor shall attach a tag to the valve, switch or disconnect with the following information written on it: Name of Contractor, Purpose of Shutdown, and Expected Resumption of Service.
- (4) All systems shutdown by the Contractor are to be plugged, capped, disconnected or made safe by the Contractor in as short a period as possible and building services restored.

- (5) Whenever reactivation of a system could possibly cause personal injury or damage to property and the valve or switch is out of the direct control of the Contractor, a second prominent tag "DANGER - DO NOT OPERATE" shall be attached by the Contractor. The tag shall the identity of the person responsible (person who places and who will remove the danger tag), the Contractor or Subcontractor and 24-hour emergency telephone number written on it. The danger tag procedure applies to any system that is to remain shutdown past the end of any shift. It is intended that only the person who places the tag shall remove it, although another Contractor's employee may assume responsibility by signing the tag.
- (6) The Contractor shall remove all tags when the project is completed and the system reactivated.
- (7) Contractor shall mark surface with limits of any required excavation and shall mark location of existing underground structures, utilities, services or sewers indicated by the Contract Documents. Contractor shall not commence excavation until Owner's Construction Coordinator and local telephone company have reviewed on-site, marked additional underground interference and have given to Contractor approval to proceed.
- (8) If unknown interference is encountered, Contractor shall cease excavation, demolition, or other work until Owner's Representative has approved method of further work.
- (9) Except for telephone, isolated connections, etc., on-campus utility systems are University-owned. Upon notice by Contractor, Owner shall make arrangements with public utility services as may be required by the Contract Documents. Contractor shall not order any utility services for Owner's account.
- (10) Underground Warning Tapes
  - (a) General: Contractor shall install printed underground warning tapes in trenches of underground pipes, conduits, wires, etc., installed on the project. Tapes shall be of polyethylene film not less than 3.5 mils thick and not less than 2 inches wide. Tapes shall be installed not

less than 12 inches and not more than 18 inches below finished ground surface. Tapes shall be vividly color coded with "Caution" and identification of the buried service printed on the tape at frequent intervals.

Acceptable sources of underground warning tapes:

- EMED Company Inc.
- Allen Systems, Inc.
- Seton Name Plate Corp.
- W. H. Brady Co. –  
Sigmark Division

- (b) Non-metallic Underground Warning Tapes: Contractor shall install non-metallic warning tapes in trenches for installation of metal pipes, conduits and buried cables.

| UNDER-GROUND COLOR | SERVICE    | EMED    | SETON  | BRADY       | ALLEN   |
|--------------------|------------|---------|--------|-------------|---------|
| Red                | Elec. Line | UT27727 | 210ELE | 91295/91296 | 0751415 |
| Yellow             | Gas Line   | UT27738 | 210GAS | 91294       | 0751311 |
| Yellow             | Pipeline   | UT35279 | 210PIP | ---         | 0751324 |
| Green              | Sewer Line | UT27741 | 210sew | 91299       | 0751512 |
| Orange             | Elec. Line | UT27742 | 210TEL | 91297       | 0751116 |
| Orange             | CATV Line  | ---     | 210TCL | ---         | 0751122 |
| Blue               | Water Line | UT27743 | 210WAT | 91298       | 0751214 |

- (c) Metallic Underground Warning Tapes: Contractor shall install metallic warning tapes in trenches for installation of plastic pipes, plastic water pipes, clay or cement water lines, and sewer lines, fiberglass-reinforced plastic pipe, plastic, clay and concrete sewer pipes, fiber optic transmission lines, plastic, conduit, etc. All underground non-metallic lines of any length shall have metallic underground warning tapes installed in the pipe trench. Ends of rolls of metallic underground warning tapes shall be bonded mechanically. Shallow buried metallic underground warning tapes shall be detected easily by any commonly used metal detector before digging.

| UNDER GROUND | EMED    | SETON | BRADY | ALLEN  |
|--------------|---------|-------|-------|--------|
| Electric     | MT27737 | 2ELE  | 91601 | 711315 |
| Gas          | T27738  | 2GAS  | 91600 | 711311 |
| Pipeline     | ---     | 2PIP  | ---   | 711324 |
| Sewer        | MT27741 | 2SEW  | 91604 | 711412 |
| Telephone    | MT27742 | 2TEL  | 91602 | 711116 |
| Water        | MT27743 | 2WAT  | 91603 | 711214 |

- (d) Approval and acceptance: OWNER shall locate the metallic underground warning tape using any or all of the OWNER'S metal detectors before the Contractor shall be permitted to claim 100 percent completion for installation of underground piping, conduits and cables on Schedule of Values.
- E. Tools, Scaffolding, etc.
- Contractor shall furnish all transportation, labor, apparatus, scaffolding, barricades, safety devices and utensils necessary for performance of the work according to the intent of the Contract Documents.
- F. Cutting and Patching
- (1) Contractor shall be responsible for the cutting and patching required. Under no circumstances shall any structural members load bearing walls footings, etc., be cut without previous written consent of Owner's Representative.
  - (2) All patching shall be done at Contractor's expense. Contractor shall use the respective trades for performing the work.
  - (3) Contractor shall use Hot Work Permits when cutting, grinding, welding, soldering and during other activities requiring the use of an open flame. The hot work area shall be monitored for 4 hours after the job is completed.
- G. Patching shall be in accordance with the requirements of the Contract Documents and finished patch and all finishes shall exactly conform to surrounding finishes.
- H. Removal of Rubbish:
- (1) Rubbish shall not be allowed to accumulate on the site. The premises shall be left neat and clean at all times. Rubbish and debris shall be specifically removed at any time when so directed by Owner's Representative. No open burning will be permitted.
  - (2) Construction debris shall not be deposited in Owner's dumpsters and receptacles.
  - (3) Contractor shall dispose of construction debris, demolished materials, trash and rubbish in compliance with all applicable laws, ordinances and regulations at Contractor's expense.
- (4) Owner reserves the right to salvage any fixtures, material or equipment included in demolition by Contractor by the Contract Documents. Owner's Representative shall notify Contractor that materials are to be salvaged. Contractor shall place salvaged materials on Owner's pallet at the edge of the construction site.
- I. Clean up
- (1) On completion of the work, all rubbish and debris shall be entirely removed by Contractor so as to leave the premises clean and ready for use by Owner. Area shall be left in a "broom clean" condition when completed for inspection. Carpeted areas shall be vacuumed.
  - (2) All equipment with removable or detachable panels, plates, covers, etc., shall be cleaned on the inside before the apparatus is turned over for use by Owner.
  - (3) All marred finishes shall be repaired, touched up or replaced by Contractor.
- J. The Contractor shall be responsible for the proper fitting of all work and the coordination of the operations of all trades or material and equipment engaged upon the Work. Contractor shall be prepared to guarantee each of the Subcontractors, unless otherwise specified elsewhere in the Contract Documents, the dimensions which they may require for the fitting of their work to all surrounding work and shall do or cause the Subcontractors to do all cutting, fitting adjusting and patching necessary to make the several parts of the Work come together properly and to fit the work to receive or be received by that of other contractors.
- K. The Contractor shall give his personal supervision to the Work or have a competent superintendent on the Work at all times during the progress of the Work, with the authority to act for him, and provide an adequate staff for the proper coordination and expediting of his work.
- L. The Contractor shall lay out his own work and be responsible for all lines, elevations,

- and measurements of the building, grading, paving, and other work executed under the Contract. He shall exercise proper precaution to verify the dimensions shown on the Drawings before laying out the work and will be held responsible for any error resulting from his failure to exercise such precaution.
- M. The Contractor shall be in charge of the entire Work and shall be responsible for the prompt coordination of all trades, as well as the Owner's separate contractors if they are on the job during the Contractor's operations, and become full familiar with all work required under the Contract.
- N. Care shall be given to the proper scheduling, delivery, and installation of items to be built into rough construction which will affect the latter portions of the work, such as anchors, pipe sleeves, inserts, conduit pipes, lugs, clips, brackets, braces, hangers, bolts, miscellaneous metal and similar items. The Contractor shall ascertain that all are properly installed in their correct locations at the proper time, so as to prevent cutting and patching of finished work.
- O. The Contractor shall be fully responsible for coordination of General Construction work with that of Subcontractors for PLUMBING, FIRE PROTECTION, ELECTRICAL, HEATING, VENTILATION AND AIR CONDITIONING and other specialized trades. He shall investigate, together with the Subcontractors involved, the routing of pipe, ductwork, and conduit with particular attention to interference of structural members, other pipes, ducts, and conduit cuts, headroom conditions, door and window openings, and swings, pipe chases, and similar features of the building which may affect installation and proper functioning of such items.
- P. Changes in design locations, which may be necessary in the routing of pipes and ducts, or in the location of any mechanical, electrical or other equipment, shall be anticipated and made prior to installation. Additional compensation will not be allowed for costs incurred as a result of the Contractor's failure to anticipate the necessity of such changes.
- Q. There shall be no change or variation in ceiling height, wall layout, shaft, chase, furring or other dimension shown on Drawings, without the specific written approval of the Architect.
- R. The Contractor's responsibility for the coordination of all work under the Contract shall be complete. Where the Contract Documents allow an optional material or method of performing a portion of the Work, or where the Contractor is ultimately allowed or directed to perform a part of the Work using a substitute material or method, the Contractor shall provide all other coordination and additional work that such change necessitates without any additional cost to the Owner.
- S. Prepare Coordination Drawings where close coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space necessitates maximum utilization of space for efficient installation of different components. All Coordination Drawings, including section through shafts shall be at not less than 3/8-inch scale.
- T. Coordination Drawings shall indicate the necessary offsets for all ductwork, piping, conduit, and other items to clear the work of all other trades and to maintain the required ceiling height and partition layouts.
- U. If any space conflicts cannot be resolved by the Contractor, he shall immediately notify the Architect.
- V. Architect's review of the Coordination Drawings shall not relieve the Contractor from his overall responsibility for coordination of all work performed pursuant to the Contract or from any other requirement of the Contract.
- W. For construction, repair, demolition road use and other activities that produce particulate matter emissions, Washington University requires control measures as necessary, to minimize or prevent emissions from going beyond the limits of the work. These control measures vary depending on the project or activity involved, but include, at minimum, the following:

- (1) Wetting of construction areas.
- (2) Planting of vegetative ground cover.
- (3) Maintaining clean construction sites, including prompt removal of dust, trash and debris.
- (4) Paving or frequent cleaning of roads, driveways, etc.
- (5) Minimize the size of excavation and volume of particulate matter that can be disrupted.

duration of and until final acceptance of the work.

**GC-18 RESPONSIBILITIES OF CONTRACTOR**

- A. Before submitting bid, Contractor shall visit the site to satisfy himself to the nature and scope of all work to be done. The submission of a bid shall be taken as evidence that such an examination has been made and difficulties, if any, noted. Later claims for labor, work, materials and equipment required for any difficulties encountered, which could have been foreseen, shall not be recognized, and all such difficulties shall be properly taken care of by Contractor at no additional cost to Owner.
- B. Contractor shall carefully study the Contract documents and at once shall report to Owner's Representative any error, inconsistency, or omission therein.
- C. All work shall be done to Owner's complete approval and there shall be no deviation from the Contract Documents without approval. Should any difficulty arise in installing the facility or its components, Contractor shall promptly report same to owners' representative.
- D. Contractor shall review field conditions and consult existing drawings of the various facilities on the project, and shall so plan and execute his work as to minimize obstructions, and to arrange routings in the most efficient and effective manner.
- E. All work shall be done under the personal supervision of Contractor. Contractor shall provide a competent project engineer and a competent superintendent, approved by Owner, who shall be at the construction site and working full time on this project for layout, direction, coordination, sequencing and all other required activities, for the entire

- F. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in the task assigned to him. Contractor shall require compliance with all of Owner's rules, regulations, and direction by his employees and those of subcontractors. Owner may direct Contractor to remove any person from Owner's campus.
- G. Contractor shall at all times take such precautions as may be necessary to properly protect his apparatus from damage during construction.
- H. All work shall be done by thoroughly skilled and experienced personnel, and shall at all times be under the supervision of a competent foreman.
- I. Where specialized systems are to be installed, the apparatus shall be positioned, coupled, connected, assembled, installed or otherwise mounted such that all work is performed fully in accordance with the manufacturer's and/or designer's recommendations.
- J. Vendors Instruction Manuals:
  - (1) Requirement: Contractor shall furnish Owner all information available from manufacturers and vendors of all machinery, fixtures, equipment, systems and devices installed as required by the scope of work of the Contract.
  - (2) Information Required: Such information shall include, wherever applicable, but not to be limited to: manuals of recommended installation, operation and maintenance; parts diagrams and lists; lists of recommended spare parts and current parts' price lists; identification of local vendor or manufacturer's representative; certified vendor drawings, assembly diagrams, wiring diagrams, service pipe and duct connection drawings; setting and required clearance diagrams; curves, graphs, or charts of operating range with design point indicated; name plate rubbing ( code vessels); manufacturer's certificates and

warranties; specifications for required utilities and services; finish product identification. Whenever equipment or machinery assembly incorporates controls, motors or other products of other manufacturers, information of the other manufacturer or supplier shall be included.

- (3) Form of Submittal: Contractor shall furnish four (4) copies of vendor information, neatly bound in rigid binders. Information shall be divided in each binder by tabs into such divisions as will make the information readily accessible. Owners project number, Short Title and date of submittal shall be on the spine and front cover of binders. Submittal of Vendor's Manuals for approval shall be in accordance with that for Shop Drawings per Article GC-15.
- (4) Retainage Withheld: Final payment of retainage will not be approved until the Owner has received all Owners' Manuals, approved as complete and final.

**K. Orientation by Contractor**

- (1) Requirement: Contractor and each Subcontractor, wherever applicable shall inform Owner's operating and maintenance personnel of proper operation and maintenance of facilities installed as required by the scope of work of the Contract.
- (2) Orientation: Contractor shall conduct an inspection of all parts installed as required by the scope of work of the Contract. Contractor shall explain functions of switches and valves; methods of shutting off systems; method of draining systems; source of utilities and services; access to covered valves, etc.; lubrication points and access; for servicing of equipment. Contractor shall describe lubricants, filters, fuses, etc., which he has installed for initial operation and inform Owner's personnel of when such should be replaced in normal operation.
- (3) Demonstration: Contractor shall demonstrate operation and function of control systems, hazard warning and suppression systems, mechanisms, etc. Actual discharge of sprinkler or other

emergency systems is not required for orientation.

- (4) Substantial Completion: Orientation by Contractor is required before Owner will accept Substantial Completion.

**GC-19 EQUAL EMPLOYMENT OPPORTUNITY**

**A. Hiring, Continuation of Employment and Promotion:**

- (1) Hiring, continuation of employment and promotion practices of Contractor shall comply with the nondiscrimination clause contained in section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations, prescribed by the Secretary of Labor and the provisions of section 504 of the Rehabilitation Act of 1973, prohibiting discrimination solely by reason of handicap.
- (2) All Contractors, Subcontractors and suppliers for University construction projects are required to have an employee profile on file with the Department of Facilities. These profiles shall be updated annually and/or after a significant change in the composition of the Contractor/Suppliers work force.

**B. Use of Minorities on Project**

- (1) Policy: In an effort to expand economic opportunities for all, Owner requests that the Contractor make an affirmative effort to secure participation of minorities and other underrepresented groups when bidding on construction products for the University. This request for minority participation consists of all aspects of the construction process including, but not limited to, contractors, subcontractors, material suppliers and the make-up of the on-site work force.
- (2) Action Required: The Contractors bid shall include a statement about the degree of participation of minorities in the on-site work force, the dollar amount of subcontracting work let to minority-owned firms and the dollar amount of materials, which the Contractor will be ordering from minority-owned

businesses. The Contractor shall complete Section BF-10 of the Form of Bidder's Proposal, which calls for the identification of minority-owned firms participating in the Contractor's bid, the extent of that participation and the projected level of minority participation in the make-up of the on-site work force. The Contractor shall meet or exceed all levels of minority participation stated in section BF-10 of the Bidders Form of Proposal.

- (3) Criteria: Owner will consider the extent of participation of minorities and under-represented groups as one of the criteria of awarding the contract.
- (4) (a) Report Required for Long Form Contracts: The Contractor shall maintain a daily log of the on-site work force composition by hours worked in total and identifying hours worked per ethnic group and gender for each firm represented. The work force composition shall be summarized on a monthly basis. A monthly summary of cost of the project, which has been furnished or performed by a firm that is minority or woman owned, shall be maintained. A copy of the monthly summaries and daily log sheets shall be bound and delivered to the Owner with the monthly progress billing. This information is required of all contractors, even if their firm or project has no minority or woman participation.
- (b) Report Required for Short Form Contracts: The Contractor shall submit to the Owner a summary of the project's on-site work force composition by hours worked in total and per ethnic group and gender. In addition, a summary shall be submitted of the cost of the project, if any, which can be designated as done by a firm that is minority or woman owned. This information is required of all contractors, even if their firm or project has no minority or woman participation, and must be submitted with the billing for work completed.
- (5) Qualification Requirements: To be qualified for work at Washington University, all contractors and subcontractors shall have a completed Contractor Employee File on file with the Department of Facilities. These profile forms shall be updated on an annual basis. All contractors and subcontractors

shall submit a written statement, describing the measures that they will take to ensure maximum minority and women participation on the project, with the Bidders Form of Proposal.

- (6) Limitation: This section does not nullify Section IB-19 of the Instructions For Bidders concerning recommended subcontractors.

## GC-20 JOBSITE SAFETY AND SECURITY

- A. Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the work. This includes compliance with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property. Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents.
- B. Contractor shall abate any real or potential hazard to Owner's students, personnel, campus visitors and property due to Contractor's activity or any site condition. Contractor shall abate such hazard immediately and before proceeding with any work and without notice of Owner's Representative.
- C. Contractor shall provide, install and maintain adequate temporary safety devices to abate such hazards including temporary barricades, signs, warning lights, walkways, safety nets, fences, shields and any other devices appropriate to the situation.
- D. Contractor shall provide personal protective wearing apparel and devices for authorized visitors to the jobsite as may be required by Contractor, applicable laws and regulations.
- E. Contractor shall maintain an adequate first-aid chest on site for treatment of minor injuries.
- F. Contractor is entirely responsible for security and safety of the site until it is turned over to Owner. Contractor shall take all necessary precautions, including, without limitation, the furnishing of guards, fences, warning signs, flags and the like, for the safety of, and the prevention of injury, loss and damage to, persons, and property (including without

limitation, members of the public, students attending the University, Owner's employees and agents, Architect, Engineer and his employees, Contractor's employees, his subcontractors and their respective employees, other contractors, their subcontractors and respective employees) on, about or adjacent to the site where the work is being performed.

- G. OSHA Compliance: Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) rules and regulations for safety and health in construction projects in accordance with 29 CFR Part 1926.
- H. Washington University has adopted the St. Louis Council of Construction Consumers "Model Substance Abuse Testing Specification". All contractors, subcontractors and material suppliers are required to meet the requirements of this policy. For additional information on this policy, contact Dennis Lavalley at (636) 394-6200.
- I. Smoking shall only be permitted in designated smoking areas, which have been coordinated with the Owner. Smoking is not permitted within the footprint of Washington University buildings.

#### GC-21 HAZARD COMMUNICATION

- A. Owner and Contractor shall comply with 29 CFR 1910.1200 and 1926.59.
- B. Contractor shall provide a Material Safety Data Sheet (MSDS) to the Owner's Safety Office for each chemical and compressed gas brought onto the Campus of Washington University. Hazardous materials may not be used without prior coordination with the Safety Office. Contractor must make provision for adequate ventilation when using volatile materials such that University students, employees and visitors are not exposed to any chemical hazards. Adequate protection for the employees using the hazardous materials shall be provide by the Contractor.
- B. Contractors working in areas containing University chemicals or hazardous materials or in ducts that exhaust hazardous chemicals

shall contact the Owner's Safety Office to obtain information regarding the hazards of the chemicals and recommendations for personal protective equipment.

- D. No chemical materials shall be disposed of in University trash containers. Contractors shall dispose of materials brought into the University in accordance with all federal, state, and local laws and regulations and University Disposal Policy.
- E. Hazardous materials such as asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances shall not be allowed on the site nor be used in the Work. The Contractor shall notify the Owner if any of the products or materials specified in the Contract Documents or proposed by the Contractor or its Subcontractors or material suppliers or encountered on the job site contain or are reasonably believed to contain hazardous materials in any form, so that a qualified consultant retained by the Owner can determine whether such materials may be used in the work or need to be removed from the site or rendered harmless in a manner which will not adversely affect the health of any persons and which will comply with applicable governmental laws and regulations.
- F. Asbestos-Containing-Material: Replacement of Thermal Insulation
  - (1) Applicability: This section is applicable to all projects which have as their scope abatement of Asbestos-Containing-Material by removal of thermal insulation from pipes, vessels, ductwork, and the like. It is also applicable to all projects that have asbestos abatement as part of the project's scope of work.
  - (2) Requirement: The Contractor who removes asbestos-containing thermal insulation shall replace the insulation removed with non-asbestos-containing material. Replacement of thermal insulation is part of the scope of work of all asbestos abatement projects (and abatement portions of all other projects) whether or not replacement is specifically stated at any other place in the Contract Documents.
  - (3) Exceptions: Any exception to the requirement that the Contractor shall

replace thermal insulation removed on the project must be specifically stated in the Contract Documents.

- G. Submittal: Contractor shall submit proposed replacement insulation material information, including the manufacturer's technical information and recommended method of installation, along with the Contractor's calculation of heat loss and proposed thickness. Submittal shall be in accordance with that for Shop Drawings per Section SC-2 of the Project of the Contract Documents.

H. Asbestos-Containing-Material: Sampling

- (1) Applicability: This section is applicable to all projects that have as their scope abatement of Asbestos-Containing-Material. It is also applicable to all projects that have asbestos abatement as part of the project's scope of work.
- (2) Requirement: The Contractor who removes Asbestos-Containing-Material shall deliver a two-ounce (volume measure) sample of the Asbestos-Containing-Material completely saturated and or covered with water, properly labeled and with identifying Project Summary to the Asbestos Abatement Administrative Assistant in the Department of Facilities Planning & Management. The Contractor shall deliver a sample from each different type of Asbestos-Containing-Material abated from the project area.
- (3) Format of Samples: The Contractor shall obtain the University's required sample containers, container labels and Project Summary forms at the beginning of abatement work from the Asbestos Abatement Administrative Assistant in the Department of Facilities Planning & Management, as well as instructions for sealing, labeling and reporting.
- (4) Retainage Withheld: Final payment or final payment of retainage will not be approved until the Contractor has submitted samples, all necessary close-out documentation and Project Summary to Owner and until Owner has accepted and approved the Contractor's submittals.

- H. If asbestos or some other hazardous substance is suspected or encountered but not created on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately report the condition to the Owner and Architect in writing. The Contractor shall stop work only in areas where work cannot progress safely while utilizing reasonable precautions. The Owner shall be responsible to verify the presence or absence of the material or substance reported by the Contractor and, if present, to verify when the material or substance has been rendered harmless.

**GC-22 BUILDERS RISK INSURANCE**

- A. Contractor shall maintain Builder's Risk Insurance on 100 percent completed value basis on the project to cover the Work in progress and materials stored on-site preparatory to being incorporated in the Work. The Contractor's Builder's Risk policy shall also cover loss or damage to materials while in transit, or stored off-site. Owner shall be named as an Additional Insured on the Contractor's Builder's Risk policy.
- B. A copy of the Contractor's Builder's Risk policy shall be filed with Owner not less than five (5) days prior to commencement of the Work. If the project will be added as an endorsement or certificate to a Master Builder's Risk policy, a copy of the master policy shall be submitted to Owner as part of the project bid documents. The policy shall state:
- (1) Washington University is Additional Insured.
  - (2) Insurer waives any right of recovery against Owner and/or Architect.
  - (3) Contractor's insurance is primary as to insurance, if any, maintained by Owner.
- Insurer shall give Owner and Architect at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse of the Builder's Risk policy, or the effective date of any reduction in the policy limits or coverage.
- C. The deductible shall not exceed \$25,000 unless approved in advance by Owner in its sole discretion. Contractor in all events is

solely responsible for payment of claims within the deductible or above the policy limits.

- D. Owner in its sole discretion, at its sole expense and for its sole benefit may maintain its own Builder's Risk Insurance. In such event Contractor's insurance shall be primary. Contractor will not be named as an additional insured on Owner's policy.

### **GC-23 INSURANCE/INDEMNIFICATION**

- A. Contractor shall secure, pay for and maintain until all Work, including Work required by any guarantee or warranty required by the Contract Documents, is completed, such insurance that will protect the Contractor, the Owner, and the Architect and the Architect's consultants and agents and employees of any of them from claims directly and indirectly arising or alleged to arise out of the performance of or failure to perform the Work, or the condition of the Work or the job site, from claims by workmen, suppliers or subcontractors, from claims under any scaffolding, structural work or safe place law, or any law with respect to protection of adjacent landowners, and from any other claims to damages of property to bodily injury, including death, which may arise in whole or in part from operations by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall also cover all contractual obligations that the Contractor has assumed including the indemnification provisions under this Article. Such insurance shall cover all contractual obligations that Contractor has assumed including the "Hold Harmless Agreement".

- B. To the fullest extent permitted by law, the Contractor indemnify and hold harmless the Owner and the Architect, and their respective consultants, and the directors, officers, partners, employees and agents of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use

resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for acts any of them may be liable, regardless of whether or not such claim, damage, loss or expense is jointly caused in part by the negligent act or omission of a party indemnified here under. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described in this clause.

- C. In claims against any person or entity indemnified under this clause by any employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- D. The obligations of the Contractor under this clause shall not extend the liability of Architect and its consultants and agents, and employees of any of them arising out of the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions and instructions by Architect and its consultants, and agents or employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

**HOLD HARMLESS**

In consideration of the use of certain Washington University facilities, \_\_\_\_\_ understands that it is assuming the risk of using these facilities. Any personal belongings (equipment, books, jewelry, etc.) that \_\_\_\_\_ brings with them to Washington University is at their own risk and is not the responsibility of Washington University. Further, these items are not covered by Washington University insurance coverages. \_\_\_\_\_ agrees to protect, defend and hold free and harmless Washington University, its trustees, officers, and employees from any and all claims, suits, actions and liability of any character, arising, or alleged to arise, out of injuries or damages sustained by any person, persons, or property on account of, or in consequence of, any act or omission, neglect or misconduct, or in violation of any law, ordinance or regulation, by the undersigned, which was caused to occur during their use of Washington University facilities.

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Dates of Use

- (3) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;
- (4) Claims for damages insured by usual personal injury liability coverage, which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (2) by any other person;
- (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and
- (7) Liability insurance shall include all major divisions of coverage and be on a comprehensive basis, including, but not limited to:
  - (a) Premises-Operations
  - (b) Independent Contractors
  - (c) Contractual Liability
  - (d) Products-Completed Operations.
  - (e) Personal Injury (Libel, Slander, Defamation of Character, Discrimination)
  - (f) Owned, Non-owned, and Hired Motor Vehicles
  - (g) Broad Form Property Damage Coverage
  - (h) Excavation, Collapse and Under-ground, Explosion

**GC-24 INSURANCE REQUIREMENTS**

- A. Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of result from Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - (1) Claims under Worker's or Workmen's compensation, disability benefit and other similar employee benefit acts;
  - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

- B. The insurance required shall be written for not less than the following limits:
  - (1) Workmen's Compensation: as required by the law of the State of Missouri and Employer's Liability Insurance, with limits of \$1,000,000 (these coverages must include: Occupational Disease; Broad Form All States Endorsement; and U.S. Longshoreman Harbor Workers Endorsement).
  - (2) Comprehensive General Liability and Contractual Liability:
    - (a) Bodily injury and property damages:  
 \$1,000,000 each occurrence  
 \$1,000,000 aggregate

- (b) Personal injury:  
 \$1,000,000 each person  
 \$1,000,000 aggregate
- (3) Comprehensive Automobile Liability:  
 (a) Bodily injury:  
 \$1,000,000 each occurrence  
 (b) Property Damage:  
 \$500,000 each occurrence
- (4) Umbrella Liability  
 \$1,000,000

Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate the Owner, the Architect or the Architect's consultants or their agents and employees for any losses of owned or rented equipment. If the Contractor secures such insurance the Insurance policy shall include a waiver of subrogation clause as follows:

"It is agreed that in no event shall this insurance company have any right of recovery against the Owner or the Architect."

C. Certificate of Insurance acceptable to Owner shall be filed with Owner five (5) calendar days prior to the commencement of the Work. The Certificates shall have typewritten upon them (on the back, if space is insufficient on the front) the following provisions:

- (1) Insurer will give to Owner and Architect and/or Engineer at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amounts of the insurance.
- (2) Washington University is an additional insured.
- (3) Contractor's insurance shall be primary.

D. Contractor shall require each of his subcontractors to procure and maintain during the life of his subcontract, Subcontractor's General Liability and Property Damage Insurance of the type specified herein.

E. The Architect shall be named as an additional insured on the Contractor's Comprehensive General Liability policy, Excess Liability policy, Owner's Protective Liability policy and Builder's Risk policy.

F. The Contractor shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance the Contractor may deem necessary to protect himself against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractor. The requirements to secure and maintain such insurance is solely for the benefit of the

**GC-25 SUBCONTRACTS**

A. Contractor shall be responsible for the performance of all work required for the complete furnishing and installation of the Work as described in the Contract Documents.

B. Where required by local codes, jurisdictions, etc., Contractor shall arrange for the proper installation of such components or items of the work included which are not part of the work normally done by his personnel, by securing the services of personnel properly qualified for such work or by subcontracting such portions of the work to qualified firms.

C. Contractor shall obtain Owner's Representative's approval of subcontractors prior to the beginning of the Work. Owner has the right of approval of subcontractors throughout the course of the work. Should Owner rescind approval of subcontractor, Contractor shall replace disapproved subcontractor with another subcontractor approved by the Owner, at no additional cost to the Owner.

**GC-26 SCHEDULE OF VALUES**

A. Contractor shall submit to Owner for approval a breakdown showing portions of the Contract Sum as the value of each item of the work.

B. Contractor's schedule of values shall be subdivided for each item of work identified in the Contract Documents and additional value subdivisions for each subcontractor.

**GC-27 PROJECT SCHEDULE**

- A. Contractor shall confer with Owner's Representative to determine a mutually acceptable schedule.
- B. Contractor shall submit written copies of schedule for approval. Schedule shall be related to calendar periods and indicate starting and completion dates of major and critical items of the work and the various stages of construction. Should changes become necessary, Contractor shall follow approved Project Schedule unless Owner subsequently approves rescheduling individual items of the work. Should changes become necessary, Contractor shall revise the schedule and re-submit for approval.
- C. Almost all of the Work must be scheduled in advance to permit Owner to make necessary adjustments in Owner's operations, which will allow Contractor to perform his work. Contractor shall follow approved Construction Project Schedule unless Owner subsequently approves rescheduling individual items of the Work.
- D. Items scheduled shall be sufficiently small in scope and detailed to permit ready evaluation of the progress of completion of the item. Division of the Work into scheduled items may be specific items, class or type of work or by area as may best serve for monitoring progress of the item.
- E. The dollar value of each scheduled item from the Schedule of Values shall be listed on the Project Schedule.
- F. Items of Subcontractor work shall be scheduled in similar detail.
- G. The Project Schedule shall be plainly related to calendar dates to permit identification of scheduled starting and completion dates for phases of each item of work and events.
- H. If the value to be claimed on Project Schedules is not linear and continuous with completion schedule, percentages shall be indicated at appropriate points on the item schedule line.
- I. Progress Schedules shall be submitted with each application for partial payment. The

schedule for each scheduled item shall be distinctively marked to show completion claimed for payment and the total value claimed shall be written on the schedule.

- J. Contractor shall revise the Project schedule whenever Owner requests. Contractor may revise the Project Schedule at any time. Revised Project Schedules are subject to Owner's approval. The Project Schedule shall be revised and resubmitted when the project is 15 percent, 40 percent, 75 percent and 90 percent complete.
- K. The project schedule shall include an allowance of 63 bad weather days per year. This allowance is divided into the following monthly breakdown:

|           |        |
|-----------|--------|
| January   | 8 days |
| February  | 8 days |
| March     | 8 days |
| April     | 6 days |
| May       | 5 days |
| June      | 3 days |
| July      | 3 days |
| August    | 3 days |
| September | 3 days |
| October   | 4 days |
| November  | 5 days |
| December  | 7 days |

In the event that weather-related conditions preclude performance of 60% of critical path activities scheduled for a particular day, the day may be claimed by the contractor as a weather day and charged against the allowance included for that project. If good weather conditions prevail throughout the contract period and the allowed number of weather days are not encountered, the Contractor will not be required to complete the contract correspondingly ahead of the contract completion date. If poor weather conditions prevail such that all of the allowed bad weather days are exceeded, a no cost change order extending the date of scheduled completion will be executed.

**GC-28 PERFORMANCE OF WORK**

- A. Should Owner's Representative find that Contractor or any subcontractor is failing to prosecute the work so as to assure completion in a timely manner or by Contract Substantial Completion Date, Owner's

Representative shall require Contractor by written notice, to provide additional material, manpower equipment sufficient to insure timely completion. Failure by Contractor to provide additional material, manpower and equipment immediately upon Owner's Representative's notice shall be a violation of the Contract.

**End: General Conditions:  
Facilities Contracts**

- B. If Contractor fails to prosecute the work so as to insure completion in a timely manner, or if any of the provisions of this contract are violated by contractor or by any of his subcontractors, Owner, by written notice, may cancel this contract. Thereafter, Owner may have the work completed and hold Contractor liable for all costs to owner for the completion of said Contract.
- C. Contractor shall be liable for all costs incurred by Owner as a result of the contractor failing to meet scheduled completion dates. These costs shall be deducted from the Contract amount by Change Order.

**GC-29 EXTENSION OF SCHEDULED TIME OF SUBSTANTIAL COMPLETION**

- A. Contractor shall not be entitled to any claim for damages and the Contract Sum shall not be revised on account of hindrances or delays from any cause whatsoever. If occasioned by any cause over which the Contractor has no control, or by any act or omission on the part of the Owner, such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the Work. Whether or not the Contractor shall be entitled to an extension of time shall be determined by Owner's Representative, provided that the Owner's Representative receives Contractor's written notice of the cause of such act, hindrance or delay within ten consecutive calendar days of its occurrence.
- B. If the claim for a schedule extension is based on adverse weather conditions, the claim shall include documentation substantiating that weather conditions were abnormal for the period and could not have been reasonably anticipated. The claim shall also define how the weather conditions had an adverse effect on the critical path of the construction schedule.