**SECTION 01210 - GENERAL CONDITIONS**

**1.0 GENERAL**

1. **Contractor Use of Premises**
2. The owner shall provide the following:
   1. Limited use of the premises to perform the work while allowing for owner occupancy. Project specific requirements shall be discussed at the preconstruction meeting.
   2. Parking for construction labor.
   3. The owner shall provide and pay for electricity and water. The available electrical connections shall meet the requirements of the contractor to perform the work. ***Shall the available electrical connections not meet the requirements of the contractor to perform the work, the cost to upgrade the connections should be included in the contractor’s bid/fee estimate as the owner’s sole responsibility is paying for the electrical usage itself.***
   4. Space for trailers, dumpsters, port-o-let, and the storage of equipment and materials.
      1. The contractor shall:
3. Be responsible for equipment and the materials stored on site.
4. Dispose all trash and waste off-site. No items from construction shall be discarded in the building waste bins.
5. Confine construction operations at the site to those areas permitted by the owner.
   1. **Contract and Contract Time**
      1. The agreement for the work shall be executed via AIA document *A104 Abbreviated Form of Agreement Between Owner and Contractor* (to be provided by the contractor), where the basis of payment is a stipulated sum. The contractor shall start the work as described in the contract documents within 10 working days from the execution of the signed agreement between the contractor and the owner or as otherwise agreed upon between the contractor and the owner.
      2. The work as described in the contract documents shall be completed within 120 calendar days or as mutually agreed between contractor and owner.
      3. The work shall be performed between Monday and Friday of a given week. Work hours shall be between 7:30 a.m. and 5:00 p.m. on a given workday. **Only quiet work will be allowed prior to 8:00 AM (no scaffolding/swing stage work prior to 8:00 AM).** All weekend and holiday work shall be pre-arranged between the contractor and the owner. Times may vary as mutually agreed between contractor and owner**.**
      4. Time credit for weather delays will be issued when weather conditions, actual or forecasted, prevent the contractor from performing the work in an acceptable manner in regards to quality control, material usage, and safety. Time credit will be issued upon receipt of written documentation of such delays from the contractor. The contractor shall send copies of such documentation to the owner and the engineer within 24 hours of such event.
      5. Time credit for delays will be issued when conditions, beyond the control of the contractor, prevent the contractor from accessing the project site and from performing the work in an acceptable manner in regards to quality control, material usage, and safety. Time credit will be issued upon receipt of written documentation of such delays from the contractor. The contractor shall send copies of such documentation to the owner and the engineer.
      6. Time credit will be issued as required for additional work or changes in project scope. Time credit will be issued upon receipt of written documentation of such delays from the contractor. The contractor shall send copies of such documentation to the owner and the engineer.
      7. The owner shall reimburse the contractor for premium time labor if the owner requires a portion of the work to be performed outside of normal working hours (as stated above).
6. **Liquidated Damages**
7. The above stated contract completion date is of importance to the project and the owner. The contractor, by execution of this contract, hereby confirms that the above stated completion date is acceptable for the performance of the work of this contract.
8. The contractor, by execution of this contract, hereby accepts that the owner will suffer monetary damage should construction duration exceed the above stated limit. Therefore, the contractor and the contractor's surety (if applicable) shall be liable for and shall pay the owner a defined sum as liquidated damages for each working day of delay until the work of this contract is substantially complete as verified by the engineer.
9. Liquidated damages represent a reasonable estimate of the actual damages at the time of contracting, that the owner will incur in the event the project is completed late. At the owner's option, the amount of liquidated damages may be deleted from and/or retained from any payments due to the contractor from the owner.
10. Liquidated damages shall accrue at rate of $250.00 (two hundred fifty dollars) per working day of delay until the work of this contract is substantially complete as verified by the engineer.
11. The contractor, by execution of this contract, hereby accepts liability for the costs associated with additional work by the engineer as a result of the contractor's delay. The owner shall pay such additional costs to the engineer as additional services to the engineer's contract with the owner. The contractor shall reimburse the owner for such costs.

**1.5 Payment**

1. The contractor shall use *AIA Standard Application and Certificate for Payment* document when submitting pay requests.
2. The contractor may submit pay requests for the costs of materials purchased and stored at the project site.
3. The contractor shall provide a schedule of values within the pay request.
4. The contractor shall issue a pay request, based on the percentage of work completed and/or materials purchased and stored at the project site, every 30 calendar days (minimum).
5. Payment shall be made by the owner to the contractor upon the following:
6. Completion of the percentages of work indicated on the pay request as deemed satisfactory by the owner and the engineer.
7. Completion of a *Partial* *Release of Lien Certificate* for the percentages of work indicated on the pay request.
   1. Ten percent of the contract sum shall be retained from each pay request. The retainage will be released to the contractor upon the following:
      1. Completion of 100 percent of the work indicated on the pay request as deemed satisfactory by the owner and the engineer.
      2. Completion of a *Final* *Release of Lien Certificate* for 100 percent of the work indicated on the pay request.
      3. Completion of a *Final* *Release of Lien Certificate* for all subcontractors, material suppliers, and equipment rental companies.
      4. Proof the permit has been closed and all warranties have been received in a satisfactory manner.

**1.5 Safety and Health Regulations for Construction**

The contractor shall be responsible for and perform all work in accordance with OSHA requirements and all applicable safety standards.

**1.6 Codes**

The contractor shall perform all work in accordance with all applicable building codes enforced within the jurisdiction of this project.

1. **Contractor Responsibilities**
   1. The contractor shall submit a *Consent to Surety* with their bid submittal for payment and performance bonding.
   2. The contractor shall submit a Certificate of Insurance to verify Workmen's Compensation and General Liability.  Contractor to request minimum insurance coverages required, which will be determined by the Owner.
   3. The contractor shall submit a copy of their General Contractor's License.
   4. The contractor shall obtain all permits as required by the building department or local authority having jurisdiction over the project.
   5. The contractor shall submit a list of all subcontractors, material suppliers, and equipment rental companies to be utilized for this project.
   6. The contractor shall notify all material manufacturers of the contractor's intent to warrant such materials as per the project specifications.
   7. The contractor shall submit a list of references for projects completed within the past three years.
   8. The contractor shall use due care to protect existing building and/or structure surfaces. The contractor shall be liable for all damage, including but not limited to landscape, building/structure surfaces, roofing, piping, conduit, fixtures, etc. that resulted from the work of this project. All necessary repairs shall be made at the contractor's expense prior to substantial completion of this project. Such repairs shall restore all damage to an equal or better condition.
   9. The contractor shall perform a clean-up of the project at the end of each workday.
   10. The contractor shall notify and allow the engineer to observe all surface preparation work prior to the installation of materials, including but not limited to concrete repair mortars, waterproofing materials, joint materials, etc.
   11. Construction observation by the engineer does not relieve the contractor of their responsibility to perform work in an acceptable manner, using due care and quality control.
   12. Smoking, eating, and drinking are prohibited on the project site, except in areas so designated by the owner.
   13. The use of radios is prohibited on the project site.
   14. Workers on site shall be appropriately clothed for both the work being performed and for visual presentation to the owners/residents.

**1.8 Occupancy Requirements**

* + - 1. The owner will occupy the project site and the existing building during the entire duration of this construction project.
      2. The contractor shall cooperate with the owner during construction to facilitate owner usage while minimizing construction schedule conflicts.
      3. The contractor shall perform the work in such a way as to avoid hazards to the occupants of the project site and existing building.
      4. The contractor shall take all steps necessary to avoid excessive dust, dirt, debris, fumes, etc. from entering occupied areas.
      5. The contractor shall maintain all entrances in a functional manner for tenants. This may require the installation of overhead protection.

**2.0 PRODUCTS**

Not applicable.

**3.0 EXECUTION**

Not applicable.

**END OF SECTION 01210**