

## SECTION 00 72 00 – GENERAL CONDITIONS

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS AND REGULATIONS

##### A. Contract Documents:

1. The CONTRACTOR shall inspect the Building and surroundings to acquaint themselves with all conditions and to verify all field conditions affecting his work. Any discrepancies between the contract documents and the actual conditions as noted by the CONTRACTOR shall be immediately brought to the attention of the ARCHITECT.
2. The CONTRACTOR shall verify figures and dimensions shown on drawings before executing work and will be held responsible for errors resulting from his failure to exercise said precaution. Consult ARCHITECT for all necessary dimensions not given.

##### B. Permits: The CONTRACTOR shall obtain and pay for all permits, licenses and approvals as required by all codes, ordinances and authorities having jurisdiction over work involved in completing the project based upon plans that may be filed with the Building Department. The CONTRACTOR shall comply with and give notices required by agencies having jurisdiction over the work. The CONTRACTOR shall promptly notify the ARCHITECT in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations. Note: Building Department Expediting shall be by others.

##### C. Insurance: Before commencing any work under this contract, the CONTRACTOR shall have in its possession the necessary and required insurance policies as follows:

1. See Schedule A, Section 14 – Insurance.

##### D. Means and Methods:

1. The ARCHITECT is not responsible, in any way, for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, nor for the failure of any contractor or sub-contractor to carry out the work in accordance with the construction documents.
2. The ARCHITECT is not responsible for acts or omissions of contractors or sub-contractors, their agents and employees, employees of the Owner or any other persons performing work on the Project.

##### E. Guarantee:

1. All equipment, material and workmanship shall be guaranteed to be watertight and to be free from defects and the CONTRACTOR shall promptly correct any required replacement, the OWNER may have the required work done by others and recover from the CONTRACTOR the cost of making the same and damage, if any, resulting there from.
2. **The period of guarantee for all work other than roofing shall be TWO (2) years, from the date of acceptance of the work by the OWNER.** The subject date of acceptance shall be that on which final approval by the OWNERS REPRESENTATIVE is given on the CONTRACTOR'S final invoice or the date on which the CONTRACTOR'S retainer is released, whichever is later.

3. **The period of guarantee for roofing shall be as stated within the specification section, from the date of acceptance of the work by the OWNER.** The subject date of acceptance shall be that on which final approval by the OWNERS REPRESENTATIVE is given on the CONTRACTOR'S final invoice or the date on which the CONTRACTOR'S retainer is released, whichever is later.

F. Safety:

1. The CONTRACTOR agrees to comply with all terms and provisions of the Williams-Steigler Occupational Safety and Health Act of 1970, and the standards promulgated by the secretary of Labor there under. The CONTRACTOR shall indemnify the OWNER and the ARCHITECT as against any penalty, charge, cost or damage including legal fees incurred by the OWNER by reason of the CONTRACTOR'S failure to comply with any and all applicable safety and health standards issued by any public authority have jurisdiction for the safety of persons or property, or for failure to comply with any of the safety precautions and programs provided in this article.

G. Payments: Partial payments will be made as the work progresses, for labor and materials installed. The requests for partial payments shall be submitted on a monthly basis.

H. Retainage:

1. In making partial payments, there shall be retained ten percent (10%) of the estimated amount until the final completion and acceptance of all work covered by the contract.
2. Ten percent (10%) shall be retained until thirty (30) days after the entire work covered by the contract has been fully completed, and the CONTRACTOR has paid all claims for labor and material furnished on said work evidenced by submissions of releases of liens from all suppliers and subcontractors and has obtained the certification of the OWNERS REPRESENTATIVE with respect to final completion.

I. Change Orders: All changes shall be approved in writing by the OWNER and OWNERS REPRESENTATIVE. No changes shall be made without the OWNER'S and the OWNER'S REPRESENTATIVES signatures.

J. Debris Removal:

1. During the course of work, the CONTRACTOR shall remove all waste material and debris from the work area on a daily basis during working hours. On-site storage of debris shall be only as allowed by the OWNER. All debris shall be disposed of promptly in a manner consistent with all local codes and ordinances.
2. Note: All debris shall be collected and emptied by mini containers stored in the rear yard on a daily basis.
3. The area affected by the actual construction work shall be left broom clean at the end of the job. Any areas outside of the actual construction area that are utilized or damaged by the construction shall be returned to their original condition at the end of the job. These areas include but are not limited to stairways, yards, roof areas, storerooms, etc.

K. Protection:

1. The premises are at no time to be left unsecured against intruders when workmen are not on job. Take maximum care to protect premises and OWNERS' possessions against damage by weather.
2. All areas, parts and surfaces of the building interior, exterior, and surrounding landscaping shall be protected from damage. The CONTRACTOR is responsible for any building or landscape damage incurred during the course of the work.
3. Note: Interior floor protection, where required, shall be Masonite.
4. Existing and newly installed finished surfaces shall be protected by suitably approved means, leave clean and free from marring and damage at time of final acceptance.

L. Fire Protection:

1. Operations such as welding, soldering, and other operations requiring flame shall be conducted in a fireside manner. Welding permits must be obtained and displayed as required by the pertinent agencies.
2. An appropriate type fire extinguisher shall be on hand at the site at all times. A fire watch shall be provided and held for at least one (1) hour following welding or torch cutting operations to detect possible smoldering fires.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 00 72 00**