

PART 1 – GENERAL

1.01 A.I.A. GENERAL CONDITIONS

- A. The Supplemental General Conditions apply to all Contractors and Subcontractors on the job. These specifications and the accompanying drawings shall be subject to all of the requirements of the Standard Form Document A201, "General Conditions of the Contract for the Construction of Buildings" most recent Edition issued by the American Institute of Architects, Washington, DC. A copy may be obtained from the Office of the Architect.

1.02 DEFINITIONS

- A. Where the term "Owner" is used throughout these specifications same shall mean Owner.
- B. Where the term "Architect" is used, it shall refer to Walk Architecture, LLC, Sigel, Illinois, his duly appointed representative; or any other Architect employed by the Owner.
- C. Where the term "Contractor", "Prime Contractor", or "Principal Contractor" is used, it refers to anyone having a Principal Contract with the Owner.
- D. Where the term "Subcontractor" is used, it refers to anyone having a Contract for labor or material with any of the Principal or Prime Contractor on the job.

1.03 BIDDER'S QUALIFICATIONS

- A. The Owner reserves the right to require from the bidder, prior to the awarding of the Contract, a detailed statement regarding the business, technical organization, and plant of the bidder that is available for the work that is contemplated. Information pertaining to financial projects may also be requested.
- B. Any bidder may be required by the Owner to submit additional data to satisfy the Owner that such bidder is equipped and prepared to fulfill a Contract should a Contract be awarded to him.
- C. The competency and responsibility of bidder and of their proposed Subcontracts will be considered in making awards. The Owner does not obligate himself to accept the lowest or any other proposal.

1.04 THEFT, ETC.

- A. The Contractors shall be responsible for any damage or loss resulting to the work, materials, or tools due to theft, or in any manner not covered by the insurance called for elsewhere in these Specifications. Payments on account of Contract does not relieve Contractors of this obligation. Contractors may carry Theft Insurance at their own option.

1.05 ROYALTIES AND PATENT INFRINGEMENT

- A. The Contractor shall pay all royalties and license fees, and shall hold harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any equipment, materials, supplies or construction methods used in the work.

1.06 SOCIAL SECURITY, UNEMPLOYMENT INSURANCE & SALES TAX

- A. The Contractors shall keep records and pay, all social security, withholding tax, unemployment insurance, and other taxes imposed by the various governmental authorities and laws.
- B. This project is exempt from sales tax. The Owner will provide the Contractor with tax exempt identification number upon request.

1.07 MATERIAL AND WORKMANSHIP

- A. The owner or his agent shall have full power to reject any material or workmanship which, in their opinion, does not conform to these specifications or drawings, and cause same to be immediately removed and reconstructed without additional cost to the Owner.

1.08 EXAMINATION OF PREMISES

- A. Before submitting proposals for this work, each bidder will be held to have examined the premises and satisfied himself as to the conditions existing and under which he will be obliged to operate, or that will in any manner, affect the work of this Contract.
- B. No allowance will be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part. The Contractor agrees to accept the existing conditions as found at the time of signing of Contract.

1.09 VISITING THE SITE

- A. Each bidder is required to visit the site and examine it as stipulated above. Contact Mr. Stephen Melega at 217-774-2355 to arrange a visit to the site.

1.10 AREAS, QUANTITIES AND MEASUREMENTS

- A. The Contractor shall be responsible for all areas, quantities, and measurements related to the work to be performed under this Contract. No extra charge or compensation shall be allowed the Contractor for any error or negligence on his part. The Contractor shall visit the job site and acquaint himself with all conditions concerning this work.

1.11 PERMITS

- A. The Owner will obtain and pay for all permits required by Local Law, except as indicated otherwise in these specifications.

1.12 CLEANING OF GROUNDS AND BUILDINGS

- A. At the completion of the project and before final acceptance by the Owner, the area shall be cleared of all rubbish, materials, and debris which accumulate during the process of work under this Contract. The construction area shall be left broom clean. Remove all spills and splatters from the building surfaces. See "Summary - Construction Procedures", Section 01100 of the Specifications.

1.13 SUBCONTRACTORS

- A. The Principal Contractors shall be responsible for any and all Subcontractors working under them, and shall carry insurance for them or see that they are carrying it themselves so as to relieve the Owner of any and all liability.
- B. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.
- C. The Owner or Architect assumes no responsibility for the overlapping or omission of parts of the work by various Subcontractors in their Contracts with the Principal Contractors.

1.14 PATCHING

- A. The expense of any undue alterations, cutting, patching, or repairing of damage due to carelessness or neglect caused by any trade shall be borne by the Contractor for that trade. The work shall be done by the workmen of the Contractor whose work was damaged so that such patching will be least conspicuous.

1.15 OTHER WORK NOT IN CONTRACT

- A. The Owner reserves the right to let separate Contracts for other work in connection with this project, but agrees that such work shall not interfere with the work of the Contracts previously made.

1.16 EXTRAS AND CHANGES

- A. Should any extra work or changes be required during the work, the Owner and Contractor conferring through the Architect, shall agree upon the price for such extra work or changes and the Architect shall issue a change order to the Contractor for such work as agreed upon. Payment shall be made under same conditions as for original Contract.
- B. Extra work or changes shall be submitted to Architect for evaluation and shall include the following information:
 - 1. Description of work, i.e.: repair/replace (quantity) of (specified item) by (what) method, @ (where) location.
 - 2. Material List (Quantity & description w/itemized costs)
 - 3. Estimated number of labor hours (subject to change) with a projected cost per hour.
 - 4. Taxes and insurance if applicable
 - 5. Overhead and Profit
 - 6. Justification for any change in Contract Schedule
- C. No payment shall be made for extra work or materials unless a formal written change order is issued by the Architect.

1.17 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final Certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship discovered to be not as specified or shown on the Drawings.
- B. The Contractor shall remedy any defects due thereto, and pay for, any damages to other work resulting there from, which shall appear within a period of one year from the date of acceptance.
- C. The Owner shall give notice of observed defects with reasonable promptness. The Architect shall judge the defects as to maintenance, workmanship, or material defects.
- D. All questions arising under this article shall be decided by the Architect subject to arbitration.

1.18 LOCAL LABOR

- A. It is the desire of the Owner that the Contractors make use of all local labor, material, insurance, etc., if possible, as long as it does not work a hardship on the Contractors.

1.19 PRECEDENCE OF DOCUMENTS

- A. The Contract Documents shall be given precedence in the following order, provided they are in existence at the time of the closing of the Contracts:
 - 1. Agreement
 - 2. General Conditions of the Contract
 - 3. Any Valid Building Code
 - 4. Specifications
 - 5. Full Sized Detail Drawings
 - 6. Large Scale Drawings
 - 7. General Drawings

1.20 PROTECTION OF GENERAL PUBLIC

- A. All Contractors shall provide protection of the general public at all times, providing protection devices as prescribed by laws having jurisdiction.

- B. The Contractor will, at all times, take all reasonable precautions for the safety of employees on the project, and of the public and all other persons who may be affected, and will comply with all applicable provisions of Federal, State, and Municipal Safety Laws and Building and Construction Codes.

1.21 GUARANTEE & WARRANTIES

- A. All Prime Contractors shall guarantee their work to extend twelve (12) months beyond the day on which final payment under the Contract falls due, or the date of which the Owner accepts the work as completed whichever comes first. If final acceptance is by mutual agreement, a proper date shall be determined.
- B. All items requiring a warranty certificate from the manufacturer shall be executed and the certificate delivered to the Architect before final payment can be approved.

1.22 SHOP DRAWINGS

- A. For all systems and materials requiring shop fabrication or setting drawings, the Contractor shall furnish shop drawings in quintuplicate (5 copies). Before submitting the shop drawings, the Contractor shall check same against project conditions which may vary from dimensions on the Architect's drawings. Drawings shall bear evidence of having been checked by the Contractor prior to submittal.
- B. The Principal Contractor and his Subcontractor shall submit Shop Drawings to Architect.
- C. The Architect and Engineers will review shop drawings to see that they conform to the original drawings and specifications, and will endeavor to correct errors, but it shall be the responsibility of the Contractors to see that work complies with the Contract Documents, and fits to project conditions and to materials installed later. Contractor shall be responsible for dimensions and quantities.

1.23 SUPERINTENDENT

- A. The General Contractor shall keep a capable superintendent on the job at all times when major work is in progress. This Superintendent shall lay out all work required under the Contract and also assist other Contractors in laying out and planning their work.
- B. The Contractors, or his Superintendent, shall also notify other Contractors when it will be necessary to install certain work and take complete responsibility for co-ordination of construction.

END OF DOCUMENT