

DEFINITIONS AND INTENT

PART ONE: DEFINITIONS

- 1.1 PROJECT shall mean the total sum of work defined in the Interior Design Agreement and listed on the specifications:
- 1.2 OWNER shall mean the firm/person named in the Interior Design Agreement and shall be deemed to include all duly authorized representatives thereof:
- 1.3 OPERATOR (where applicable) shall mean the firm/person named as technical services representative for the Project by the Owner, as defined in the Interior Design Agreement:
- 1.4 CONSULTANT/INTERIOR DESIGNER shall mean the Interior Design firm and its authorized representative:

Muza Lab LTD
1st Floor, Woodgate Studios 2-8 Games Road
Cockfosters, Barnet, Herts
United Kingdom, EN4 9HN
Phone: +44 20 7100 3300

- 1.5 GENERAL CONTRACTOR shall mean the firm/person designated as such in the Agreement with the OWNER.
- 1.6 INTERIOR CONTRACTOR shall mean the firm/person designated as such in the Agreement with the OWNER and shall substitute where applicable as Purchasing Agent, Millwork, Upholstering, Sheet Metal, Equipment Contractor, Furnishings Installer, Furnishings Supplier or other trade.
- 1.7 SUBCONTRACTOR shall include any firm/person furnishing labor or material (or both) to the INTERIOR CONTRACTOR or GENERAL CONTRACTOR.

PART TWO: CONTRACT DOCUMENTS

2.1 Definitions

- 2.1.1 Contract Documents shall consist of Drawings, Specifications and Material Reference Schedules submitted by the Consultant/Interior Designer and as defined in Section 00700 CONTRACT DOCUMENTS.

2.2 Intent

- 2.2.1 The Interior Designer submits drawings and specifications for design intent and acceptable quality level.
- 2.2.2 Proprietary specifications indicate a manufacturer and product name and/or design number. While not intended to be restrictive to the bidding process these specifications indicate a specific design and quality level which must be adhered to when bidding "or equal" manufacturers and/or fabricators.
- 2.2.3 Generic specifications are so indicated by the words "TO BID". Items specified in this manner are custom designed or modified from existing designs to meet the requirements of the Project. Design and quality level for these items are indicated on the Contract Documents as well as in the General Conditions and Preambles. Bidding for these items may be open to any manufacturer/fabricator who can meet the level of quality and design indicated by the Contract Documents and who can meet the requirements of the General Conditions.

2.3 Codes (see also SECTION 00700, paragraph 4.5)

- 2.3.1 It shall be the responsibility of the Interior Contractor to review all Codes applicable to the Project, its building type and location. It is his responsibility to make vendors, manufacturers/fabricators and all Subcontractors aware of these Codes and to provide certification of compliance with the Codes from said vendors, manufacturers/fabricators and Subcontractors.

2.4 Review of Substitutions

- 2.4.1 It shall be the right of the Interior Designer to review all substitutions from the original proprietary specifications and to review all sources and manufacturers/fabricators of generic "TO BID" specifications.

2.5 Review of Vendors

- 2.5.1 The Interior Designer shall have the right to interview bidders before a bid is awarded if there is any question, doubt, uncertainty or unfamiliarity with a source, manufacturer or fabricator.

- 2.5.2 Any such interview shall be conducted in the presence of the Interior Designer, Interior Contractor, Owner and Operator so that all parties are aware of the vendor's capabilities in workmanship, knowledge of the Project, ability to work with the Design Team and ability to meet Project Schedules.
- 2.5.3 The Interior Designer specifically reserves the right of review and interview of all bidders for the millwork package to determine their level of understanding of the Project and Contract Documents.

2.6 Shop Drawings and Samples (see SECTION 00700, paragraph 4.7)

- 2.6.1 It is the responsibility of the Interior Contractor to see that vendors, manufacturers and/or fabricators submit Shop Drawings for all generic specifications and substitutions from proprietary specifications for case goods and upholstered pieces.
- 2.6.2 It is the responsibility of the Interior Contractor to see that the Millwork Contractor and/or his Subcontractors submit appropriate shop drawings for all millwork.
- 2.6.3 The Interior Designer reserves the right to request and review for approval samples for all items of proprietary or generic specifications. This shall specifically include all guestroom furnishings, fabrics and finishes. The Interior Contractor or General Contractor where applicable shall be responsible for insuring samples are submitted.
- 2.6.4 The Interior Designer reserves the right of review and approval of all custom designs of fabrics, carpets and wallcoverings. This review is to be arranged by and coordinated through the Interior Contractor or General Contractor as applicable.
- 2.6.5 The Interior Designer reserves the right of review and approval of dye lots for fabrics, carpets and wallcoverings specified as proprietary or generic specifications. This shall be coordinated through the Interior Contractor or General Contractor where applicable.

2.6.6 The Interior Designer shall have the right of approval of all finishes, including furniture finishes. It shall be the responsibility of the Interior Contractor to arrange and coordinate submission of samples.

END OF SECTION