

GENERAL CONDITIONS

PART ONE: CONTRACT DOCUMENTS

1.1 Definitions

- 1.1.1 The Contract Documents consist of the Owner-Interior Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Schedules and Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties; (2) a Change Order; (3) a written interpretation issued by the Consultant pursuant to Subparagraph 2.2.7; or (4) a written order for a minor change in the Work issued by the Consultant pursuant to Paragraph 12.4.
- 1.1.2 The Contract Documents form the Contract for Furniture, Furnishings and Equipment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Consultant and the Interior Contractor, but the Consultant shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Consultant and any Subcontractor.
- 1.1.3 OWNER shall mean the firm/person named in the specifications, and shall be deemed to include all duly authorized representatives thereof.
- 1.1.4 CONSULTANT/INTERIOR DESIGNER shall mean:

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and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term CONSULTANT means the Consultant or his authorized representative.

- 1.1.5 PURCHASING AGENT shall mean the firm/person designated as such in the agreement with the OWNER and shall be responsible to the Owner as defined in such agreement for transmitting Owner's requirements, directions and decisions to the Interior Contractor(s)/Vendor(s). Purchasing Agent is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term PURCHASING AGENT means the Purchasing Agent or his authorized representative.
- 1.1.6 INTERIOR CONTRACTOR/VENDOR shall mean the firm/person providing the work described in a section to the OWNER and shall substitute where applicable as Furnishings Supplier, Furnishings Installer, Millwork Contractor, Floorcovering Contractor, Drapery Contractor, Upholsterer, Glazing Contractor, Equipment Contractor, or other trade. The Interior Contractor/Vendor shall be responsible to the Owner for all work provided, whether by his employees or a Subcontractor employed by the Interior Contractor/Vendor. Interior Contractor/Vendor is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term INTERIOR CONTRACTOR/VENDOR means the Interior Contractor/Vendor or his authorized representative.
- 1.1.7 SUBCONTRACTOR includes any firm/person furnishing labor or material, or both, to the General Contractor or an Interior Contractor/Vendor. Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term INTERIOR CONTRACTOR/VENDOR means the Interior Contractor/Vendor or his authorized representative.

- 1.1.8 WORK as employed herein comprises the completed services, furnishings and equipment required by the Contract Documents and includes all material, labor, construction, transportation, equipment and services incorporated or to be incorporated therein and as necessary for the completion of the Project as presented in the Contract Documents.
- 1.1.9 SIMILAR shall apply in general and not as meaning identical, and all contingent details of construction shall be worked out in proper relation to their particular location and connection to other parts of Work. Consultant's judgement regarding appropriateness and accuracy shall be determining factor for "similar" submittals and/or work.
- 1.1.10 ADDENDA are written or graphic instruments issued prior to execution of the Contract covering changes, corrections, and special interpretations of the drawing and specifications, and shall become a part of the executed Contract Documents.
- 1.1.11 APPROVED, ACCEPTABLE OR SATISFACTORY shall be understood to mean approved by, acceptable to or satisfactory to the CONSULTANT. Equal or approved equal items and substitutions thereof shall be considered only prior to time of bid; such items shall be submitted to the CONSULTANT according to Section 01640.
- 1.1.12 The PROJECT is the total furniture, furnishings and equipment and interior construction for which the Work performed under the Contract Documents may be the whole or a part.
- 1.1.13 TRADE includes individual or firm specializing in a particular craft requiring skilled men to execute the work under the Contract.
- 1.1.14 INDICATIONS AND APPROVALS: Where "as shown", "as indicated", "as detailed", or words of similar importance are used, it shall be understood that reference to the drawing accompanying the

Specifications is made, except where otherwise stated. Where "as directed", "as required", "as allowed", "approved", "acceptance", or words of similar importance are used, approval or acceptance of the Designer is intended, except where otherwise stated.

- 1.1.15 PROVIDE shall be understood to mean, "provide complete in place" that is, furnish all material, labor, transportation and installation and supervision of installation.
- 1.1.16 SINGULAR OR PLURAL: In all cases, where a device, item or part of equipment is referred to in the singular number, it is intended that such references shall apply to as many such devices, items or parts as are required to complete the work.
- 1.1.17 LAWS, ORDINANCES, RULES AND REGULATIONS of the place or places of the manufacturer and installation shall govern the work under this contract.
- 1.1.18 PRACTICAL COMPLETION - the occupation of areas by the client does not necessarily mean that practical completion has been achieved. Practical Completion will be established by the Designer and shall be when all works are complete save for minor defects.

1.2 Execution, Correlation and Intent

- 1.2.1 By executing the Contract, the Interior Contractor/Vendor represents that he has visited the Project premises or, if not yet constructed, has reviewed all the documents pertaining thereto, has familiarized himself with the local conditions existing at the time of execution of the Contract under which the Work is to be performed, and has correlated his observations with the requirements of the Contract Documents.
- 1.2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are inclusive and complementary and what is required by any one shall be as binding as if required by all,

it being the intent of the Contract to include all Work required to complete the construction as indicated therein, excepting only that Work which is explicitly mentioned or indicated as omitted from the Contract. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefore and being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings, unless noted otherwise.

- 1.2.3 The organization of the Drawings and Specifications, and the manner in which the information they contain is distributed, is not intended to limit or expand the Work of any particular Subcontractor the Interior Contractor/Vendor may employ (unless specifically stated). The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings and Schedules shall not control the Interior Contractor/Vendor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- 1.2.4 The Drawings do not purport to show all objects or conditions existing at the site. Before commencing the Work, the Interior Contractor/Vendor must verify at the site all conditions and all objects to be preserved or accommodated.
- 1.2.5 It is the responsibility of the Interior Contractor/Vendor to provide all of the Work shown, regardless of where it may be shown or described in the Documents, and coordinate with his Subcontractors the distribution of Work consistent with appropriate trade, skills and competency.
- 1.2.6 The Drawings show the location of all fixtures and equipment included in the Work and are intended to depict the general intent of the Work in scope, layout and quality of workmanship. The drawings are not intended to show in minute detail every and all accessories intended for the purpose of execution of the Work, but it is understood that such details are a part of this Work.

- 1.2.7 Unless otherwise provided in the Contract Documents, Muza Lab LTD shall furnish with reasonable promptness any required additional instructions by means of drawings and/or specifications necessary for the proper execution of the Work. The Work shall be executed in conformity therewith and the Interior Contractor/Vendor shall do no work without proper drawings and/or instructions. All such drawings shall be consistent with the Contract Documents' true developments thereof and reasonably inferable therefrom.

1.3 Ownership and Use of Documents

- 1.3.1 All Drawings, Schedules, Specifications and copies thereof furnished by the Consultant are and shall remain the Consultant's property. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one Contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Consultant on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's common law copyright or other reserved rights. All designs contained in these Contract Documents remain the exclusive property of the Consultant fully protected by common law copyrights.

PART TWO: CONSULTANT RESPONSIBILITIES

2.1 Definition

- 2.1.1 The CONSULTANT shall be as defined in the above Subparagraph 1.1.4.

2.2 Administration of the Contract

- 2.2.1 The Consultant will be the Owner's representative during the performance of the Work and administrator of the contract until the project is final. The Consultant will advise and consult with the Owner. The Owner's instructions to the

Interior Contractor/Vendor shall be forwarded through the Consultant. The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

- 2.2.2 The Consultant will not be responsible for any malfeasance, neglect or failure of the Interior Contractor/Vendor or any supplier to meet their schedules for completion or to perform their respective duties and responsibilities.
- 2.2.3 The Consultant will periodically visit the Project premises to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Consultant will not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. On the basis of such observations as a Consultant, he will keep the Owner informed of the progress and quality of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.
- 2.2.4 The Consultant will not have control or charge of and will not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Interior Contractors/Vendors, Subcontractors, suppliers, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
- 2.2.5 Unless otherwise provided, the Consultant's duties shall not extend to the receipt, inspection and acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the premises and installation. The Consultant is not authorized to reject nonconforming Work, sign Change Orders on behalf of the Owner, stop the Work or terminate the Contract on behalf of the Owner.
- 2.2.6 The Consultant will be the interpreter of the requirements of the Contract Documents and the

judge of the performance thereunder by both the Owner and Interior Contractors/Vendors.

- 2.2.7 The Consultant's decisions in matters relating to artistic effect shall be final.
- 2.2.8 Any claim, dispute or other matter in question between the Interior Contractor and the Owner which has been referred to the Consultant, except those relating to artistic effect as provided in Subparagraph 2.2.7 and except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of (1) the date on which the Consultant has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Consultant or have been given a reasonable opportunity to do so, if the Consultant has not rendered a written decision by that date. When such a written decision of the Consultant states (1) that the decision is final but subject to appeal, and (2) that any demand for arbitration of a claim, dispute or other matter covered by such decision must be made within thirty days after the date on which the party making the demand receives the written decision; failure to demand arbitration within said thirty days' period will result in the Consultant's decision being final and binding upon the Owner and the Interior Contractor/Vendor. If the Consultant renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to all parties concerned.
- 2.2.9 The Consultant will review the final placement of all items and inspect for damage, quality, assembly and function in order to determine that all furniture, furnishings and equipment are delivered and installed in accordance with the Contract Documents.
- 2.2.10 The Consultant will recommend to the Owner rejection of Work which does not conform to the

Contract Documents. Whenever, in his opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 8.5.2 whether or not such work be then fabricated, installed or completed. However, neither the Consultant's authority to act under this Subparagraph 2.2.10, nor any decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant to the Interior Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

- 2.2.11 The Consultant will review and approve or take other appropriate action upon the Interior Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design intent of the Work and with the information given in the Contract Documents. The Consultant's approval of a specific item shall not constitute approval of an assembly of which the item is a component, and the Consultant's approval of a Sample or Samples shall not constitute an approval of that item as delivered or installed if not in conformance with such approved Samples.

PART THREE: OWNER RESPONSIBILITIES

3.1 Definition

- 3.1.1 The owner is the person or entity identified as such in the Owner-Interior Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means Owner or his authorized representative.

3.2 Information Required of the Owner

- 3.2.1 The Owner shall furnish all drawings describing the physical characteristics of the Project premises and shall indicate work areas which the Interior Contractor/Vendor may utilize.
- 3.2.2 Information or services under the Owner's control

shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.3 Services Required of the Owner

3.3.1 Unless otherwise provided in the Contract Documents, the Owner shall provide:

- a. Access to the premises to the Interior Contractor/Vendor;
- b. Suitable space for the receipt, inspection and storage of materials, furniture, furnishings and equipment;
- c. Temporary utilities and facilities on the premises and vertical transportation necessary for the progress and execution of the Work.

3.3.2 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Installation, and Insurance in Section 00700 Parts 6, 7, and 11 respectively.

3.4 Owner's Right to Access and Inspection

3.4.1 The Owner and/or his authorized representatives shall have the right to inspect all materials and work, and to reject same if in their judgment they are not in conformity with the drawings and specifications; and shall have the right to order the work of the Interior Contractor/Vendor or any Subcontractor wholly or partially stopped if in their judgment the materials furnished or the work being done is not in strict accordance with the provisions and specifications, or until any objectionable person or material is removed from the premises, and shall have the right to declare the Contract forfeited for nonperformance when not being executed according to the intent and meaning of the Contract, drawings and specifications. Such stoppage, suspension or forfeiture shall not in any way invalidate any other terms of the Contract and no extra charges shall be made.

3.5 Owner's Right to Demand Assurances

- 3.5.1 If reasonable grounds for insecurity arise, the Owner may at any time and from time to time require written evidence that the Interior Contractor/Vendor can fulfill his obligations under the Contract. Failure of the Interior Contractor/Vendor to provide adequate assurances within a reasonable time shall entitle the Owner to stop the Work, carry out the Work or terminate the Contract.

3.6 Owner's Right to Stop Work

- 3.6.1 If the Interior Contractor fails to provide assurances as provided in Paragraph 3.5.1. or to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Interior Contractor/Vendor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Interior Contractor/Vendor or any other person or entity, except to the extent required by Subparagraph 3.5.1.

3.7 Owner's Right to Carry Out the Work

- 3.7.1 If the Interior Contractor/Vendor fails to provide assurances as provided in Paragraph 3.5 or defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Interior Contractor/Vendor the cost of correcting such deficiencies, including compensation for the Consultant's additional services made necessary by such default, neglect or failure. If the payments

then or thereafter due the Interior Contractor/Vendor are not sufficient to cover such amount, the Interior Contractor/Vendor shall pay the difference to the Owner.

PART FOUR: INTERIOR CONTRACTOR/VENDOR RESPONSIBILITIES

4.1 Definition

- 4.1.1 The Interior Contractor/Vendor is the person or entity as defined in Subparagraph 1.1.6.

4.2 Review of Contract Documents and Inspection of Premises

- 4.2.1 The Interior Contractor/Vendor shall study and compare the Contract Documents and shall at once report to the Consultant any error, inconsistency or omission he may discover before any part of the work involved is started.
- 4.2.2 4.2.2 Unless otherwise expressly stipulated, no additional allowances will be made in the Interior Contractor/Vendor's favor because of errors, ambiguities and/or omissions which should reasonably have been discovered by him during the preparation of bid estimates and directed to the attention of the Owner and/or his agent in a timely manner. The written decision of the Owner and/or his agent will be final.
- 4.2.3 The Interior Contractor/Vendor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.
- 4.2.4 In addition to the Interior Contractor/Vendor's representations under Subparagraph 1.2.1, he shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed, verify the stage of completion of the premises and the Project, determine the availability of facilities for access, delivery, transportation and storage, determine the physical restrictions imposed by the Owner, separate contractors and building trades, and correlate

these observations with the requirements of the Contract Documents. The Interior Contractor/Vendor shall promptly report to the Owner any difficulties observed during such inspection or at any time thereafter, and shall not be responsible for correcting difficulties not reasonably anticipated at the time of execution of the Contract.

- 4.2.5 The Interior Contractor/Vendor shall check conditions at the building, particularly openings, passages, and elevators/lifts so that he does not build any items too large. Any such pieces that are too bulky for existing facilities are to be hoisted and/or otherwise handled with proper apparatus to be paid by Interior Contractor/Vendor. Furnishings must also be of a size to fit into elevators/lifts and through openings and passages. Furnishings which are too large and which cannot be hoisted and/or otherwise handled shall be fabricated in pieces and joined in situ. Vendor shall provide all parts, pieces and instructions for complete installation.
- 4.2.6 The Interior Contractor/Vendor shall be responsible for accurately obtaining all field dimensions related to his work prior to starting the work; should any discrepancies be found, he shall immediately notify the Consultant in writing.
- 4.2.7 The Interior Contractor for General Construction shall:
- a. Verify location, lines and dimensions indicated and report observed errors or inconsistencies to Consultant before beginning work.
 - b. Layout work lines for furnishings.
 - c. See that work of all trades goes into place in its correct relation to finish work.
- 4.2.8 The Interior Contractor shall carry out an inspection of job conditions before one phase of work follows another according to the following specifications:

- a. Contractor shall see that joint inspections are made involving interested parties.
- b. Portions of these inspections will be observed by Consultant and such inspections shall be scheduled to coincide with Consultant's routine visits to site.
- c. Consultant will confine his observations to only limited areas; it shall be the responsibility of the Contractor to complete inspection procedures of all areas involved.
- d. Acceptance of job conditions in whole or in part by Consultant in no way relieves the Contractor of his obligation to provide various stages of Work as well as finished Work complying with Contract Documents.
- e. Allow no work of any trade to proceed over work not in accord with the Contract Documents.
- f. Inspect all work to see that it comes within the tolerances specified.

4.2.9 The Interior Contractor/Vendor shall obtain from product, finishes and materials suppliers and manufacturers specific on-site storage requirements and comply with all such requirements.

4.3 Progress Schedule

4.3.1 The Interior Contractor/Vendor immediately after being awarded the Contract shall prepare and submit for the Owner's and Consultant's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The progress schedule shall be revised as required by the conditions at and progress of the Project.

4.3.2 The progress schedule shall indicate the proposed dates of starting and completion of the phases of the Work within the Contract Time including dates

for shop drawings and submittals and review of same and for fabrication, shipment, delivery and installation. It shall indicate any other critical dates, such as deadlines for selection of colors, finishes, fabrics and materials; for changes, delays or cancellations; commencement of production; and commencement of manufacturers' warranties.

- 4.3.3 The Interior Contractor/Vendor shall cooperate with the Owner and the Consultant in coordinating the progress schedule with those of the separate contractors and with the needs of the Owner and the Consultant. The Interior Contractor shall cooperate in determining mutually acceptable dates and times for delivery, installation and inspection of the Work and use of services and facilities provided to the Interior Contractor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

4.4 Site Meetings:

- 4.4.1 The Interior Contract/Vendor is to allow for attendance at regularly scheduled site meetings.
- 4.4.2 Site meetings will be scheduled on a monthly or bi-monthly basis as determined by the Owner in writing.
- 4.4.3 Interior Contractor/Vendor must allow for attendance on his own behalf and on that of subcontractor responsible to him.

4.5 Labor and Materials

- 4.5.1 Unless otherwise provided in the Contract Documents, the Interior Contractor/Vendor shall provide and pay for all labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

- 4.5.2 The Interior Contractor/Vendor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Interior Contractor/Vendor which are legally enacted at the time bids are received, whether or not yet effective. Taxes on Furnishing items and other loose items deemed appropriate by the Owner's Representative shall be paid for by the Owner.
- 4.5.3 The Interior Contractor/Vendor for general construction shall provide the following: temporary power and light as may be required to facilitate the installation of the equipment.
- 4.5.4 The Interior Contractor/Vendor shall be responsible for the safe custody of all materials and equipment delivered to the site by himself or his subcontractors or suppliers engaged by him for the completion of the Project.
- 4.5.5 Use of premises by the Interior Contractor/Vendor for storage of material and equipment shall be confined to the limits established by the Owner.
- 4.5.6 The Interior Contractor/Vendor must provide for and allow for sufficient time and manpower which will be necessary to manufacture, install and complete all aspects of the contract works within the agreed upon schedule. The Owner shall be notified in writing of any requirements for overtime generated by Jobsite conditions, changes to the agreed upon schedule or deviation from the agreed upon schedule by others as described in paragraphs 7.1 and 7.7.

4.6 Governmental and Private Regulations

- 4.6.1 The Interior Contractor/Vendor shall comply with all laws, ordinances, rules, regulations and lawful orders of any public or private authority bearing on the performance of his Work.
- 4.6.2 Unless otherwise provided in the Contract Documents, the Interior Contractor/Vendor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the

Contract.

- 4.6.3 All work and materials shall comply with all applicable laws, statutes, building codes, regulations and directions of Inspectors appointed by proper authorities having jurisdiction. If the Interior Contractor/Vendor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Consultants in writing and any necessary changes shall be accomplished by appropriate Modification. Any work upon which an inspection certificate by local authorities, National Fire Protection Association and/or any governing body is required, such inspection certificate or certificates shall be obtained by the Interior Contractor and shall be paid for by him.
- 4.6.4 If the Interior Contractor/Vendor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Consultant, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- 4.6.5 In the event that the conditions of the specifications violate the Code of any industry, such Code conditions shall prevail; the Interior Contractor/Vendor shall so state in his bid where the Code is at variance with these specifications and what revisions/substitutions/alterations must be made in order to adhere to such Codes.
- 4.6.6 Electrical units shall be U.L. approved and meet all local ordinance and code requirements. Outside of the U.S.A. all local, national regulation codes and governing boards requirements must be met.

4.7 Warranty and Guarantee

- 4.7.1 The Interior Contractor/Vendor warrants to the Owner and the Consultant that all materials, furniture, furnishings and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in

conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Consultant, the Interior Contractor/Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.7.2 No examination or inspection by the Owner or the Consultant shall operate as a waiver or exclusion of any express or implied warranty unless so indicated in writing by the Owner.

4.7.3 All furnishings, fixtures and equipment furnished by the Interior Contractor/Vendor shall be guaranteed against defects in workmanship and material and repairs of such defects during the first year after final completion and acceptance of the installation will be made by the Interior Contractor/Vendor at his own cost and expense and without charge to the Owner. All such repairs and replacements shall be made at a time and at hours satisfactory to the Owner.

4.8 Shop Drawings, Product Data and Samples

4.8.1 All documentation is to be in English or to have English translations included in the submittal.

4.8.2 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Interior Contractor/Vendor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.8.3 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Interior Contractor to illustrate a material, product or system for some portion of the Work.

4.8.4 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.8.5 The Interior Contractor/Vendor shall review, approve and submit to the Consultant, with

reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all shop Drawings, Product Data and Samples required by the Contract Documents and according to Section 01300.

- 4.8.6 By approving and submitting Shop Drawings, Product Data and Samples, the Interior Contractor/Vendor represents that he has verified all materials, field measurements and field installation criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 4.8.7 The Interior Contractor/Vendor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.11 unless the Interior Contractor/Vendor has specifically informed the Consultant in writing of such deviation at the time of submission and the Consultant has given written approval to the specific deviation. The Interior Contractor/Vendor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Consultant's approval.
- 4.8.8 The Interior Contractor/Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Consultant on previous submittals.
- 4.8.9 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Consultant as provided in Subparagraph 2.2.11.
- 4.8.10 All materials and methods used in the Work must conform with the current relevant code of practice.
If no such document exists materials and methods are to be of an approved standard consistent with performance required. All materials and components must be delivered, handled, fixed and finished in accordance with manufacturer=s instructions.

4.9 Documents and Samples at the Premises

- 4.9.1 The Interior Contractor/Vendor shall maintain at the Project premises for the Owner one record copy of all Drawings, Schedules, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during performance of the Work, approved Shop Drawings, Product Data and Samples. These shall be available to the Consultant and shall be delivered to him for the Owner upon completion of the Work.

4.10 Supervision and Execution of the Work

- 4.10.1 The Interior Contractor/Vendor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all fabrication, shipment, delivery and installation means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Interior Contractor/Vendor shall be responsible for all work done under his contract, including faulty or improper work of subcontractors and others under him by contract or otherwise.
- 4.10.2 The Interior Contractor/Vendor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project premises during the progress of the Work. The superintendent shall represent the Interior Contractor/Vendor and all communications given to the superintendent shall be as binding as if given to the Interior Contractor/Vendor. All communications shall be confirmed in writing.
- 4.10.3 The Interior Contractor/Vendor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Interior Contractor/Vendor.
- 4.10.4 The Interior Contractor/Vendor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any

unfit person or anyone not skilled in the task assigned to him.

- 4.10.5 The Interior Contractor/Vendor shall diligently execute the Work and give his personal attention and supervision to same until completed. When absent from the work, he shall leave a competent person in charge who shall be authorized to act for him. Any foreman in charge of any workman working alone on the Work shall be deemed a representative of the Interior Contractor, giving and carrying out instructions related thereto.
- 4.10.6 It is not incumbent upon the Owner and/or his agent to notify the Interior Contractor/Vendor to attend to or have in readiness such work or material as operations may require it being deemed that the Interior Contractor/Vendor shall be responsible for all delays caused by neglect on his part or those under him by contract or otherwise.
- 4.10.7 Where Interior Contractor/Vendor unnecessarily cuts, damages or removes work of other contractors, or through negligence fails to notify others regarding space requirements for his work or gives incorrect information or dimensions regarding same, said Interior Contractor/Vendor shall be fully responsible for correcting, at his own expense, any damaged or incorrect work caused by his acts or omissions.
- 4.10.8 In all cases where an Interior Contractor/Vendor causes or is alleged to have caused damages to any other contractor, the Interior Contractor/Vendor shall settle all claims against him. If any contractor sues the Owner for damages alleged to have been sustained because of the Interior Contractor/Vendor's work, Interior Contractor/Vendor shall defend such proceedings, satisfy any judgement awarded and pay all expenses arising because of such action.
- 4.10.9 Interior Contractor/Vendor shall cooperate with other trades in fitting his work to their work. Any cutting of fixtures required by other trades shall be borne by the Interior Contractor/Vendor.

- 4.10.10 The Interior Contractor/Vendor shall use all means necessary to protect ongoing, completed work and existing objects/finishes designated to remain. In the event of damage he shall immediately make all repairs and replacements necessary to the approval of the Consultant at no additional cost to the Owner.
- 4.10.11 Where removal of adjacent finishes/materials exposes unfinished surfaces or damaged surfaces of ongoing or completed work or existing work designated to remain, and where new finishes/materials will not recover such exposed areas, such areas/surfaces are to be repaired and/or replaced as required to achieve the intended finished effect. Such repairs and/or replacements are to be made to the approval of the Consultant and at no additional cost to the Owner.
- 4.10.12 Except as required for safety, no signs or nameplates of any type shall be allowed to be displayed on any part of the Work or on or about the Owner's premises unless so authorized in writing by the Owner and/or his agent.
- 4.10.13 The various Interior Contractor/Vendors shall coordinate their work with each other in such a manner as to avoid delays, misunderstandings and disagreements, and shall actively cooperate with others engaged on this Project and arrange and execute their work in such a manner and at such times as will cause the least possible interruption in, or obstructions to, such work of others.
- 4.10.14 The Interior Contractor/Vendors shall advise all trades as to features of construction required in their work to receive, engage and support the various parts of his particular work, and of all easements and tolerances required to properly clear same.
- 4.10.15 The Interior Contractor/Vendors shall advise all trades as to any and all special conditions,

clearances and/or protection methods which must be followed or accommodated when work of other trades interfaces with the Interior Contractor's work. Each Interior Contractor/Vendor is responsible for all required protective coverings, shields, guard rails, etc. for his work. Interior Contractor/Vendors shall not remove protective coverings, shields, guard rails, etc. from work of other trades unless such coverings interfere with the execution of his work and such removal has been coordinated with the other trades so that no damage nor unsafe conditions can occur.

4.11 Access and Use of Premises

- 4.11.1 The Interior Contractor/Vendor shall at all times afford access to the Consultant to the Work wherever it is in preparation and progress.
- 4.11.2 The Interior Contractor/Vendor shall confine operations at the Project premises to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the premises with any materials or equipment.
- 4.11.3 The Interior Contractor/Vendor shall admit to the premises only workmen, Subcontractors, Vendors or other representatives required for the proper execution of the work.
- 4.11.4 The Interior Contractor/Vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, installation equipment machinery and surplus materials.
- 4.11.5 If the Interior Contractor/Vendor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.7 and the cost thereof shall be charged to the Interior Contractor/Vendor. See also section 01710.

4.12 Royalties, Patents, Copyrights, and Trademarks

- 4.12.1 The Interior Contractor/Vendor shall pay all royalties and license fees made necessary by the use of patented methods of construction, appliances, equipment or devices in the Work. He shall defend all suits or claims for infringement of any patent rights of those holding or claiming to hold letters/patents covering features of construction, appliances, equipment or devices so used. He shall save the Owner harmless from loss on account thereof. If the Interior Contractor/Vendor has reason to believe that the design, process or product specified is an infringement of a patent, he shall promptly notify the Consultant.
- 4.12.2 The Interior Contractor/Vendor may not reproduce or copy any product or design in violation of any copyright or trademark. It is the responsibility of the Interior Contractor/Vendor to insure that any product or design provided does not violate copyright or trademark. He shall defend all suits or claims for infringement of copyright or trademark and shall save the Owner and Consultant harmless from loss on account thereof. If the Interior Contractor/Vendor has reason to believe a product or design specified is a violation of copyright or trademark he shall promptly notify the Consultant.

4.13 Indemnification

- 4.13.1 To the fullest extent permitted by law, the Interior Contractor/Vendor shall indemnify and hold harmless the Owner and the Consultant and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) 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, and (2) is caused in whole or in part by any negligent act or omission of the Contractor,

any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.13.

4.13.2 In any and all claims against the Owner or the Consultant or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.13.3 The obligations of the Interior Contractor/Vendor under this Paragraph 4.13 shall not extend to the liability of the Consultant, his agents or employees, arising out of (1) the preparation or approval of Drawings, opinions, reports, Change Orders, designs, Schedules or Specifications, or (2) the giving of directions or instructions by the Consultant, his agents or employees provided such directions or instructions are the primary cause of the injury or damage.

PART FIVE: SUBCONTRACTORS RESPONSIBILITIES

5.1 Definitions

5.1.1 A Subcontractor is a person or entity who has a contract, purchase order or work authorization with the Interior Contractor/Vendor to perform any Work at the Project premises, furnishing labor or material, or both, or to fabricate, ship, deliver or install any Work for the Project. The term Subcontractor does not include any separate contractor or his subcontractors. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and

masculine in gender and means a Subcontractor or his authorized representative.

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

- 5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Interior Contractor/Vendor, as soon as practicable after the award of the Contract, shall furnish to the Owner and copy to the Consultant in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will promptly reply to the Interior Contractor/Vendor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection.
- 5.2.2 The Interior Contractor/Vendor shall not contract with any such proposed person or entity to whom the Owner has made reasonable objection under the provisions of Subparagraph 5.2.1. The Interior Contractor/Vendor shall not be required to contract with anyone to whom he has a reasonable objection.
- 5.2.3 If the Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Interior Contractor/Vendor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1.
- 5.2.4 If in the Owner's or the Consultant's judgement there is any failure by a Subcontractor to execute the work in strict accordance with the Contract Documents, the Interior Contractor/Vendor after due notice from the Owner, shall discharge the Subcontractor, but this shall in no way release the

Interior Contractor/Vendor from his obligations and responsibility under the Contract. Any replacement or substitutions for such Subcontractor must be made according to Paragraphs 5.2.3.

5.3 Subcontractual Relations

- 5.3.1 By an appropriate written agreement, the Interior Contractor/Vendor shall require each Subcontractor performing Work at the Project premises, to the extent of the Work to be performed by the Subcontractor, to be bound to the Interior Contractor/Vendor by the terms of the Contract Documents, assuming toward the Interior Contractor/Vendor all the obligations and responsibilities which the Interior Contractor/Vendor has assumed toward the Owner. Said agreement shall allow to the Subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the Interior Contractor/Vendor that the Interior Contractor/Vendor has against the Owner. The Interior Contractor/Vendor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents.
- 5.3.2 Nothing contained herein shall create any contractual relation between any Subcontractor and the Owner.
- 5.3.3 The Interior Contractor/Vendor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors.

PART SIX: WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 Owner's Right to Perform Work and to Award Separate Contracts

- 6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work at the Project premises under these or similar conditions

of the Contract. If the Interior Contractor/Vendor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided in the Contract Documents.

- 6.1.2 When separate contracts are awarded for different portions of the Project or other work at the Project premises, the term Interior Contractor/Vendor in the Contract Documents in each case shall mean the Interior Contractor/Vendor who executes each separate Owner-Contractor Agreement.
- 6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate Interior Contractor/Vendor with the Work of the Interior Contractor/Vendor, who shall cooperate therewith as provided in Paragraph 6.2.
- 6.1.4 Where sheet metal work and woodwork comes in contact and close coordination is involved, the Sheet Metal Fabricator shall be responsible for its proper coordination. Where woodwork and upholstery work comes in contact, the Woodwork Fabricator shall be responsible for its proper coordination.
- 6.1.5 Where the various prime equipment contract work comes into contact with the General Contractor's work, each Equipment Contractor shall be responsible for his own work, except that in the event the General Contractor's work is not in accordance with drawings and/or specifications, it shall be each Fabricator's responsibility to notify the Consultant in writing for further action.

6.2 Mutual Responsibility

- 6.2.1 Each Interior Contractor/Vendor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.
- 6.2.2 If any part of the Interior Contractor/Vendor's Work depends for proper execution or results upon the work of the Owner or any separate contractor,

the Interior Contractor/Vendor shall, prior to proceeding with the Work, promptly report to the Consultant any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Interior Contractor/Vendor so to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

- 6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.
- 6.2.4 Should the Interior Contractor/Vendor wrongfully cause damage to the work or property of the Owner, or to other work at the Project premises, the Interior Contractor/Vendor shall promptly remedy such damage as provided in Subparagraph 10.2.5.
- 6.2.5 Should the Interior Contractor/Vendor wrongfully cause damage to the work or property of any separate contractor, the Interior Contractor/Vendor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the Owner on account of any damage alleged to have been caused by the Interior Contractor/Vendor, the Owner shall notify the Interior Contractor/Vendor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom, the Interior Contractor/Vendor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

PART SEVEN: INSTALLATION

7.1 Working Hours and Overtime Work

- 7.1.1 Unless otherwise provided in the Contract Documents, installation shall be performed during normal working hours prevailing at the location of the Project.

- 7.1.2 No overtime shall be allowed except upon the written order of the Owner.
- 7.1.3 The Interior Contractor/Vendor shall be reimbursed by the Owner for expenses of overtime work requiring higher than regular rates if such overtime work is performed at the Owner's direction and is not attributable to the Interior Contractor/Vendor's failure to maintain the progress of the Work under the provisions consistent with the mutually agreed progress schedule provided under Paragraph 4.3.

7.2 Delivery and Staging Facilities

- 7.2.1 The Owner shall be responsible for making adequate facilities available for the delivery, unloading, staging and storage of furniture, furnishings and equipment in accordance with the mutually agreed progress schedule and Paragraphs 3.3 and 4.3.
- 7.2.2 Unless otherwise provided, the Interior Contractor/Vendor shall select the route to be used within the Project premises from point of delivery to final placement, but he shall not use any route against which the Owner or Consultant makes reasonable objection.
- 7.2.3 The Owner shall be responsible for all delivery and staging facilities and the route used within the Project premises from point of delivery to final placement; these shall be free of unanticipated obstacles which might unreasonably impede the Interior Contractor/Vendor during the delivery and installation of the Work, but shall not be responsible for correcting obstacles which were reasonably anticipatable at the time of execution of the Contract, as provided in Subparagraph 4.2.4.
- 7.2.4 At the time bids are received, the Interior Contractor/Vendor shall identify for the Owner any special equipment or services which he may require of the Owner for the proper delivery and installation of the Work.
- 7.2.5 The Owner shall, within a reasonable time prior to delivery, provide the Interior Contractor/Vendor

with firm schedules for the use of elevators and unloading facilities. Unless otherwise provided, the Owner shall provide and pay for use of elevators and unloading facilities.

7.3 Inspection and Acceptance of Work

7.3.1 The Owner shall inspect the Work upon delivery at mutually agreeable times. Such inspections are for the sole purpose of identifying the materials, furniture, furnishings and equipment and of verifying the quantities thereof in order to provide a basis for payment to the Interior Contractor/Vendor. Such inspections shall not be construed as final or as constituting acceptance of or taking charge or control over the materials, furniture, furnishings or equipment. If there are any apparent defects, damage, deficiencies or failure to conform to the Contract Documents, the Owner shall promptly notify the Interior Contractor/Vendor, and the Interior Contractor shall have an opportunity to remedy the same at his own expense within a reasonable time not to exceed the Contract Time.

7.3.2 Notwithstanding any otherwise applicable provision of law or any such inspections or payment on account of materials, furniture, furnishings and equipment delivered, receipt shall not be construed as acceptance of any furniture, furnishings or equipment prior to installation and Substantial Completion unless specifically accepted in writing by the Owner.

7.4 Owner's Right to Revoke Acceptance

7.4.1 If any Work which has been previously accepted, specifically or by the making of payment on Substantial Completion, is found to have defects, damage, deficiencies, or fails to conform to the Contract Documents, for any cause not attributable to the Owner, his agents or employees, the Owner may revoke acceptance. Such revocation shall be made by giving prompt notice of such conditions to the Interior Contractor/Vendor, and the Interior Contractor/Vendor shall promptly remedy the same at his own expense.

- 7.4.2 This Paragraph shall not be construed as a limitation on remedies otherwise available under the Contract Documents or applicable law.

7.5 Cutting and Patching of Work

- 7.5.1 The Interior Contractor/Vendor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.
- 7.5.2 The Interior Contractor/Vendor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work. The Interior Contractor/Vendor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Interior Contractor/Vendor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.
- 7.5.3 The Interior Contractor/Vendor shall be liable and responsible for any repairs and/or patching required by reason of his work, and/or as caused by the negligence of his employees. Patches and repairs of any kind so required will be made by the appropriate trade and charged to him. The Interior Contractor/Vendor is hereby cautioned to take the necessary precautions to protect all work coming in contact with his equipment.

7.6 Labor Jurisdiction

- 7.6.1 The Interior Contractor/Vendor shall inform himself fully of the conditions relating to delivery, installation and labor under which his Work will be performed. The Interior Contractor/Vendor shall employ such labor and such means and methods of carrying out his Work as are required by such conditions. The Interior Contractor/Vendor shall, at the time of execution of the Owner-Contractor Agreement, specify the labor and the means and methods of carrying out the Work which he intends

- to employ.
- 7.6.2 All work to be performed in connection with this contract shall be done by workmen or firms whose employees are not objectionable in any way to the various trade unions having jurisdiction over any of the work. The Interior Contractor/Vendor shall be wholly responsible for all trade union relations and the Owner shall not be liable in any way through delays or claims arising through such causes.
- 7.6.3 If any trade unions other than those previously indicated by the Interior Contractor/Vendor under Subparagraph 7.6.1, if any, successfully claim jurisdiction over any of the Work, the Owner shall pay the Interior Contractor/Vendor the difference in cost necessarily incurred above that of using the labor specified by the Interior Contractor/Vendor under Subparagraph 7.6.1.

7.7 Delays

- 7.7.1 The Owner shall abide by and conform to the agreed critical dates identified in the progress schedule provided under Subparagraph 4.3.2. The Owner shall be responsible for any costs or penalties incurred by the Interior Contractor/Vendor because of the Owner's failure to fulfill his obligations in accordance with such critical dates.
- 7.7.2 The Owner shall be responsible for any other costs incurred by the Interior Contractor/Vendor such as demurrage, warehouse, storage or redelivery charges which are due to the Owner's failure to conform to the mutually agreed progress schedule for the Work, for the Owner's failure to accept delivery or final installation of furniture, furnishings or equipment, or for any other delays for which the Owner is responsible.

7.8 Security

- 7.8.1 The Owner shall be responsible for providing proper security against loss or damage for materials, furniture, furnishings and equipment stored at the Project premises between the dates of delivery and final acceptance by the Owner.

7.9 Placement and Assembly

- 7.9.1 If the Owner requires any changes, whether temporary or permanent, in the placement or assembly of furniture, furnishings and equipment from that indicated in the Contract Documents, he shall reimburse the Interior Contractor/Vendor for any additional costs incurred on account of such changes, and an appropriate Change Order shall be issued in accordance with Part 12.

PART EIGHT: MISCELLANEOUS PROVISIONS

8.1 Governing Law

- 8.1.1 The Contract shall be governed by the law of the place where the Project is located.

8.2 Written Notice

- 8.2.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if sent by registered or certified mail to the last business address known to him who gives the notice.

8.3 Claims for Damages

- 8.3.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

8.4 Rights and Remedies

- 8.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 8.4.2 No action or failure to act by the Owner, Consultant or Interior Contractor/Vendor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

8.5 Tests

- 8.5.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public or private authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Interior Contractor/Vendor shall give the Consultant timely notice of its readiness so the Consultant may observe such inspection, testing or approval. The Interior Contractor/Vendor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.
- 8.5.2 If the Consultant determines that any Work requires special inspections, testing or approval which Subparagraph 8.5.1 does not include, he will, upon written authorization from the Owner, instruct the Interior Contractor/Vendor to order such special inspection, testing or approval, and the Interior Contractor/Vendor shall give notice as provided in Subparagraph 8.5.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Interior Contractor/Vendor shall bear all costs, including compensation for the Consultant's additional services made necessary by such failure; otherwise the Owner shall bear such costs and an appropriate Change Order shall be issued.
- 8.5.3 Required certificates of inspection, testing or approval shall be secured by the Interior Contractor/Vendor and promptly delivered by him to the Consultant.

PART NINE: TIME

9.1 Definitions

- 9.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 9.1.3, including authorized adjustments thereto.
- 9.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Interior Contractor Agreement or such other date as may be established therein.
- 9.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Consultant when the Work is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.
- 9.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

9.2 Progress and Completion

- 9.2.1 All time limits stated in the Contract Documents are the essence of the Contract.
- 9.2.2 The Interior Contractor/Vendor shall begin the Work on the date of commencement as defined in Subparagraph 9.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

9.3 Delays and Extensions

- 9.3.1 If the Interior Contractor/Vendor is delayed at any time in the progress of the Work by any act or neglect of the Owner or by any separate contractor employed by the Owner, by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not

reasonably anticipated, unavoidable casualties or any causes beyond the Interior Contractor/Vendor's control, by delay authorized by the Owner pending arbitration or by any other cause which the Owner determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

- 9.3.2 Any claim for extension of time shall be made in writing to the Owner not more than fourteen days prior to commencement of the delay; otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The Interior Contractor/Vendor shall provide an estimate of the probable effect of such delay on the progress of the Work and provide a revised schedule for delivery/completion of the work.
- 9.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.
- 9.3.4 This Paragraph 9.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.
- 9.3.5 Any delay caused by equipment and/or materials not being on the job site when required shall be avoided in the following manner: the Interior Contractor/Vendor shall furnish and install a temporary substitute piece of equipment and/or material subject to the approval of the Owner and allowing the work to become operative. The temporary substitute equipment and/or material shall later be removed and replaced with that originally specified or originally approved when it arrives. Such substitutes will be at no additional cost to the Owner unless prior approval of such cost and substitution is given by the Owner.

PART TEN: PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

- 10.1.1 The Interior Contractor/Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 Safety of Persons and Property

- 10.2.1 The Interior Contractor/Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
- a. All employees on the Work and all other persons who may be affected thereby;
 - b. All Work and all materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under the care, custody or control of the Interior Contractor/Vendor or any of his Subcontractors; and,
 - c. Other property at the Project premises or adjacent thereto, and not designated for removal in the course of the Work, including the work or property of the Owner, separate contractors or any other persons, whether or not completed or installed.
- 10.2.2 The Interior Contractor/Vendor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- 10.2.3 The Interior Contractor/Vendor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent facilities.
- 10.2.4 When the use or storage of flammable, volatile or

other hazardous materials or equipment is necessary for the execution of the Work, the Interior Contractor/Vendor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Interior Contractor/Vendor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clauses 10.2.1.a and 10.2.1.b caused in whole or in part by the Interior Contractor/Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable and for which the Interior Contractor/Vendor is responsible under Clauses 10.2.1.a and 10.2.1.b, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by anyone for whose acts may be liable and not attributable to the fault or negligence of the Interior Contractor/Vendor. The foregoing obligations of the Interior Contractor/Vendor are in addition to his obligations under Paragraph 4.13.

10.2.6 The Interior Contractor/Vendor shall not load or permit any part of the Work or the premises to be loaded so as to endanger the safety of either.

10.3 Emergencies

10.3.1 In any emergency affecting the safety of persons or property, the Interior Contractor/Vendor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Interior Contractor/Vendor on account of emergency work shall be determined as provided in Part 12 for Changes in the Work.

PART ELEVEN: INSURANCE AND LIABILITY

11.1 Interior Contractor/Vendor's Liability Insurance

11.1.1 The Interior Contractor/Vendor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or

result from the Interior Contractor/Vendor'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:

- a. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- d. 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 the Interior Contractor/Vendor, or (2) by any other person;
- e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of ownership, maintenance or use of any motor vehicle.

11.1.2 It is expressly understood and agreed that all persons employed directly or indirectly in connection with said work by the Interior Contractor/Vendor or any of his subcontractors will be considered to be the employee of such Interior Contractor/Vendor or subcontractors and not the employees of the Owner.

11.1.3 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of

liability specified in the Contract Documents, or required by law, whichever is greater.

- 11.1.4 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Interior Contractor/Vendor's obligations under Paragraph 4.13.
- 11.1.5 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty days' prior written notice has been given to the Owner.
- 11.1.6 The Interior Contractor/Vendor shall make all payments in accordance with the unemployment, old age, and social security provisions of the Federal, State and Municipal governments and all governing bodies pursuant to law for that purpose made and provided, whether enacted at the time or prior to the execution of the contract or during the progress of the work hereunder; and shall assume all liabilities for the compliance of the requirements thereof.

11.2 Owner's Liability Insurance

- 11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 Property Insurance

- 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the Project premises to the full insurable value thereof. This insurance shall include the interests of the Owner, the Interior Contractor/Vendor and Subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism

and malicious mischief. If the Owner does not intend to purchase such insurance for the full insurable value of the entire Work, he shall inform the Interior Contractor/Vendor in writing prior to commencement of the Work. The Interior Contractor/Vendor may then affect insurance which will protect the interests of himself and his Subcontractors in the Work and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Interior Contractor/Vendor is damaged by failure of the Owner to purchase or maintain such insurance and to so notify the Interior Contractor/Vendor, then the Owner shall bear all costs reasonably attributable thereto. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Interior Contractor/Vendor shall affect and maintain similar insurance on portions of the Work stored off the Project premises or in transit when such portions of the Work are to be included in the Project.

- 11.3.2 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.7. The Interior Contractor/Vendor shall pay each Subcontractor a just share of any insurance moneys received by the Interior Contractor/Vendor.
- 11.3.3 The Owner shall file a copy of all policies with the Interior Contractor/Vendor before an exposure to loss may occur.
- 11.3.4 If the Interior Contractor/Vendor requests in writing that insurance for risks other than those described in Subparagraph 11.3.1 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Interior Contractor/Vendor by appropriate Change Order.
- 11.3.5 The Owner and the Interior Contractor/Vendor waive all rights against (1) each other and the

subcontractors, agents and employees, and (2) the Architect and separate contractors, if any, and their subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Owner or the Interior Contractor/Vendor, as appropriate, shall require of the Consultant separate contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.5.

- 11.3.6 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Interior Contractor/Vendor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the Interior Contractor/Vendor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.4 Loss of Use Insurance

- 11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Interior Contractor/Vendor for loss of use of his property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

PART TWELVE: CHANGES IN THE WORK

12.1 Change Orders

- 12.1.1 A Change Order is a written order to the Interior Contractor/Vendor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Interior Contractor/Vendor indicates his agreement therewith, including the adjustment in the Contract Sum or Contract Time.
- 12.1.2 The Owner, without invalidating the Contract, may at any time during the progress of the Work, order changes in the Work within the general scope of the Contract consisting of additions, deletions, alterations, deviations, or other revisions. Such changes shall be made only in pursuance of the written instructions of the Owner and shall in no way affect the related contract, either as to Contract Time, Contract Sum, or Work to be done, except as expressly stated in such authorization. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.
- 12.1.3 The cost or credit to the Owner resulting from a change in the Work or cancellation of any order shall be determined in one or more of the following ways:
- a. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. by unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. by cost (including damages for cancellation, if any) to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or,
 - d. by the method provided in Subparagraph 12.1.4.
- 12.1.4 If none of the methods set forth in Clauses 12.1.3.a, 12.1.3.b, or 12.1.3.c is agreed upon, the

Interior Contractor/Vendor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by independent arbitration on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case and also under Clauses 12.1.3.c and 12.1.3.d above, the Interior Contractor/Vendor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, furniture, furnishings and equipment, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums, rental value of equipment and machinery; and the additional costs of supervision and field office personnel, if any, directly attributable to the change. The amount of credit to be allowed by the Interior Contractor/Vendor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost (less damages for cancellation, if any). When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

- 12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of the Work proposed will cause substantial inequity to the Owner or the Interior Contractor/Vendor, the applicable unit prices shall be equitably adjusted.
- 12.1.6 No changes shall be made, nor will bills for changes, alterations, modifications, deviations and

extra orders be recognized or paid for, except upon the written order from the Owner.

12.1.7 No substitutions or changes in construction methods, products, materials or finishes from those as detailed and specified hereinafter may be used, unless upon written consent and approval of the Consultant and the Owner for such substitutes.

12.1.8 Authorized changes shall be by written Change Order (after Contract is let). Prior to Contract being let, changes shall be by Addendum only.

12.2 Concealed Conditions

12.2.1 Should concealed or unknown conditions in an existing structure encountered in the performance of the Work be at variance with the conditions indicated by the Contract Documents, or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

12.3 Claims for Additional Cost

12.3.1 If the Interior Contractor/Vendor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within fourteen days after the occurrence of the event giving rise to such claim. This notice shall be given by the Interior Contractor/Vendor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Interior Contractor/Vendor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Interior Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Independent Arbitration.

12.3.2 If the Interior Contractor/Vendor claims that damages or additional costs are involved because

of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any cancellation or order by the Owner to stop the Work pursuant to Paragraph 3.6 where the Interior Contractor/Vendor was not at fault, or (3) any written order by the Owner for a minor change in the Work issued pursuant to Paragraph 12.4, the Interior Contractor/Vendor shall make claim as provided in Subparagraph 12.3.1.

12.4 Minor Changes in the Work

- 12.4.1 The Consultant will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and the Interior Contractor/Vendor. The Interior Contractor/Vendor shall carry out such written orders promptly.

PART THIRTEEN: UNCOVERING AND CORRECTION OF WORK

13.1 Uncovering of Work

- 13.1.1 If any portion of the Work should be covered contrary to the request of the Owner or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for his observations and shall be replaced at the Interior Contractor/Vendor's expense.
- 13.1.2 If any other portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Owner may request to see such Work and it shall be uncovered by the Interior Contractor/Vendor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Interior Contractor/Vendor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Section 6, in which event

the Owner shall be responsible for payment of such costs.

13.2 Correction of Work

- 13.2.1 The Interior Contractor/Vendor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Interior Contractor/Vendor shall bear all costs of correcting such rejected Work, including compensation for the Consultant's additional services made necessary thereby.
- 13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated furniture, furnishings and equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Interior Contractor/Vendor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Interior Contractor/Vendor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 13.2.3 The Interior Contractor/Vendor shall remove from the Project premises all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.6.1, 13.2.1 and 13.2.2 unless removal is waived by the Owner.
- 13.2.4 If the Interior Contractor/Vendor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.6.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.7.
- 13.2.5 If the Interior Contractor/Vendor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by

written notice from the Consultant, the Owner may remove it and may store the materials, furniture, furnishings or equipment at the expense of the Interior Contractor/Vendor. If the Interior Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Interior Contractor/Vendor, including compensation for the Consultant's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Interior Contractor should have borne, the difference shall be charged to the Interior Contractor/Vendor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Interior Contractor are not sufficient to cover such amount, the Interior Contractor/Vendor shall pay the difference to the Owner.

- 13.2.6 The Interior Contractor/Vendor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.
- 13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Interior Contractor/Vendor might have under the Contract Documents, including Paragraph 4.6 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Interior Contractor/Vendor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Interior Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 Acceptance of Defective or Non-Conforming Work

- 13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

END OF SECTION