

SECTION C - GENERAL CONDITIONS

.01 DEFINITIONS

- A. The Contract Documents consist of the Agreement between the Owner and the Contractor; General and Special Conditions of the Contract; Specifications; Drawings; addenda issued prior to execution of the Contract, other documents which may be listed in the Contract; and Modifications issued after the execution of the Contract. A "Modification" is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer. These documents form the Contract and are as fully binding on both parties to the Contract as if the documents had been fully set forth therein.
- B. The term "Owner", as used herein, shall refer to the Finkelstein Memorial Library.
- C. The term "Architect" shall mean Michael Esmay, Architect, or such other as may be designated by the Owner.
- D. The term "Engineer", as employed herein, shall mean the Engineer employed by the Owner whose name appears on the Specifications.
- E. The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor, and it includes one who furnishes material worked to a special design according to the specification, but does not include one who merely furnishes material not so worked.
- G. The term "Work" includes all labor or materials required for the completion of the project according to the Specification, regardless of whether the labor or materials are supplied by Contractor or by a Sub-Contractor, or both.
- H. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- I. The Specifications is that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

.02 ENGINEER'S STATUS

- A. The Engineer will provide administration of the Contract as described in the Contract Documents and will coordinate with the Owner's agent (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period. The Engineer will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.
- B. The Engineer will have authority to reject Work, which does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Engineer will have authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed.
- C. The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- D. The Engineer will prepare Change Orders and Construction Change Directives.
- E. The Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

- F. Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
- G. The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

.03 CONFORMITY TO LAW

- A. All Federal, State, and Municipal laws and regulations now in force, or which may hereafter be adopted, which are applicable to the work to be performed under this Agreement, shall govern the performance of the work. Should any provisions of the Contract Documents appear to the Contractor to conflict with such laws or regulations, he shall at once notify the Engineer of such uncertainty.

.04 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits and licenses, and shall give all notices, pay all fees, and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work, as drawn and specified. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer he shall bear all costs arising there from.

.05 AMBIGUITIES AS TO SCOPE OF WORK

- A. Figures, dimensions, and existing conditions on all drawings shall be checked by the Contractor who shall note any discrepancies and inform the Engineer. The Contractor shall not alter specifications, drawings or figures nor make alterations in or additions to the quantity, character or arrangements of the materials or work whether same shall involve additional expense or not, unless same shall be agreed upon first in writing, as provided in the contract; this provision, however, shall not abridge in any way the Engineer's rights as to the interpretation of the specifications, drawings and figures thereon.
- B. Where work is to be fabricated which must fit the conditions on the job, it shall be the responsibility of the Contractor or person supplying such fabrication to take field dimensions to insure the proper installation of his material. The Engineer's approval of shop drawings does not in any way relieve the Contractor from the responsibility for the proper fitting and construction of the work.

- C. The Contractor and each Subcontractor shall visit and familiarize themselves with existing conditions at the building and site before submitting proposals. Any existing conditions which will prevent him from performing perfect work, shall be reported to the Engineer.
- D. Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more costly method of doing the work, unless he shall have asked for and obtained a decision in writing from the Engineer before the submission of his bid, as to what shall govern.
- E. Should the Contractor claim that any instructions, drawings, or specifications involve extra cost under the Agreement, Contractor shall give the Engineer written notice of that claim before proceeding to execute the work, and, in any event, within two (2) weeks of receiving such instructions, specifications, or drawings. Engineers must notify Owner's Agent immediately of any such claims.

.06 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- A. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly shall constitute notice of no reasonable objection.
- B. The Contractor shall not contract with a proposed person or entity to which the Owner or Engineer has made reasonable and timely objection.
- C. If the Owner or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer has no reasonable objection. The Contract Sum shall not be increased by such change.

.07 CHANGES TO THE CONTRACT

- A. Change Orders:

The Owner may, at any time, and without notice to the sureties, in a writing signed by the Owner's authorized representative, order:

- 1. Changes in the work within the scope of the contract;
and
- 2. Changes in the time for performance of the contract that does not alter the scope of the contract.

B. Adjustments of Price or Time for Performance:

If any change order increases or decreases the Contractor's cost of, or the time required for, performance on any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of these specifications.

C. Within thirty (30) days after the receipt of a written change order, unless such period is extended by the Owner's authorized representative in writing, the Contractor shall file notice of intent to assert a claim for an adjustment.

D. Claim Barred After Final Payment:

No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under the Contract.

.08 SUBSTANTIAL COMPLETION

A. Substantial Completion is the stage in the progress of the Work, when the Work or designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so the Owner can occupy or utilize the Work for its intended use.

B. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The Engineer shall prepare and submit to the Contractor a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

.09 SUPERINTENDENT

A. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

.10 DOCUMENTS AT THE SITE

A. The Contractor shall maintain at the site, for the Owner, one record copy of the Drawings, Specifications, addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction,

and in addition, approved Shop Drawings, and similar required submittals. These shall be available to the Engineer and shall be delivered to the Engineer for submittal to the Owner upon completion of the Work.

.11 SHOP DRAWINGS

- A. The Contractor shall review, approve and submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.
- B. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.
- C. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- D. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

.12 CONTRACTOR'S RESPONSIBILITY

- A. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

.13 EVIDENCE OF INSURANCE COVERAGE

- A. Prior to commencement of any work pursuant to this Agreement, Contractor shall provide to the Owner a Certificate of Insurance in the form provided as part of these specifications demonstrating proof of all required insurance coverages and policy limits.
- B. Contractor shall, upon demand at any time during the performance of this Agreement, provide satisfactory evidence of continuing coverage in the required amounts.

.14 TERMINATION BY THE OWNER

- A. If the Contractor fails or neglects to carry out the work in accordance with Contract Documents and also fails within ten days after written notice to correct such failure to perform, the Owner may, upon seven days additional written notice to the Contractor, and without prejudice to any other remedy the Owner may have, terminate the Contract and finish the Contractor's Work by whatever method the Owner may deem expedient. If the cost of completing the work is less than the balance then remaining due to the Contractor, then the cost of completion of the work shall be deducted from such balance and the remainder paid to Contractor. If the cost of completion exceeds the balance due Contractor, the Contractor shall pay the difference to the Owner.

.15 OWNER'S RIGHT TO STOP WORK

- A. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

.16 CLAIMS FOR DEFECTIVE PERFORMANCE AFTER COMPLETION

- A. Neither acceptance of the work nor final payment shall operate to relieve the Contractor of liability for faulty materials or workmanship. In such cases, Contractor shall remain liable for all damages, "direct, consequential, or otherwise" incurred as a result to Contractor's defective performance. The Owner may, at its option, permit the Contractor to remedy the defective condition, or may have the work performed by someone other than the Contractor, with the costs to be borne by Contractor. This remedy shall be available in addition to any other remedies which may be available to the Owner under this Agreement or at law.

.17 DAMAGE AT JOB SITE

- A. The Contractor shall be responsible for damage of any kind, sort, and description to the structure, trees, grass, shrubbery, sidewalks, roads, walks, steps, fences, walls, furniture, equipment, building contents, etc., occasioned by or through the activities of himself, his employees, his Subcontractors or their employees and he shall make good immediately upon notification by the Owner, without extra expense to the Owner.

.18 WEATHER CONDITIONS

- A. In the event of temporary suspension of work, or during inclement weather, or whenever so directed by the Engineer, work and materials shall be protected against

the elements by the Contractor. All work or material found to be damaged by the elements shall be removed and replaced without cost to the Owner.

.19 DISPUTE RESOLUTION

- A. Any controversy or claim between the Owner and the Contractor arising out of or related to this Agreement shall initially be referred to the Engineer for decisions. In the event that either party shall be aggrieved by the decision of the Engineer, then the dispute shall be settled either by arbitration to be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or, at the option of the Owner, by the appointment of a Judicial Hearing Officer to hear and determine the dispute in accordance with the provisions of Part 122 of the Rules of the Chief Administrator of the Courts of the State of New York, and 202.43 and 202.44 of the Uniform Rules for Trial courts in the State of New York.
- B. No demand for arbitration, or for a reference to a Judicial Hearing Officer, as set forth above, may be made until the earlier of:
 - 1. the date on which the Engineer has rendered his written decision, or
 - 2. the tenth day after the parties have presented their evidence to the Engineer or has been given a reasonable opportunity to do so, if the Engineer has not rendered his written decision by that date.
- C. No demand for arbitration or for reference to a Judicial Hearing Officer with regard to a claim, dispute, or other matter covered by such a decision may be made later than thirty days after the date on which the party making the demand received the decision of the Engineer, or the date upon which the decision was due but not rendered. The failure to demand arbitration or a reference to a Judicial Hearing Officer within said thirty days period will result in the Engineer's decision becoming final and binding upon the Owner and the Contractor.
- D. In no event shall either the demand for arbitration or request for agreement to a reference be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- E. Pending final resolution of any dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and the Owner shall continue its payments to Contractor except for those sums, which the Owner deems to be in dispute.

.20 PROGRESS PAYMENTS

- A. Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress

payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- B. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- C. Provided an Application for Payment is received and approved by the Engineer not later than the fifth day of a month, the Owner shall make payment to the Contractor not later than the thirtieth day of the month. If an Application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than thirty days after the Engineer approves the Application for Payment.
- D. Before the first Application for Payment, the Contractor shall submit to the Engineer a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- E. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents.
- F. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- G. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - 1. Take that portion of the Contract Sum properly allocatable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five (5%) percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included even though the Contract Sum has not yet been adjusted by Change Order.
 - 2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five (5%) percent.
 - 3. Subtract the aggregate of previous payments made by the Owner; and
 - 4. Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in the General Conditions.

- H. Contractor to complete Waiver of Lien in the form provided by Owner, prior to issuance of any payments.

.21 EFFECT OF ISSUANCE OF CERTIFICATE FOR PAYMENT

- A. The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, quality of the Work is in accordance with Contract Documents.

The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate of Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

.22 CERTIFICATE OF PAYMENTS WITHHELD OR NULLIFIED

- A. The Engineer may withhold, or nullify the whole or any part of any certificate for payment to protect the Owner from loss on account of:
1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. The failure of the Contractor to make payments properly to Subcontractors or for materials or labor.
 4. A reasonable doubt that the contract can be completed for the balance remaining then unpaid.
 5. Damage to another Contractor.
 6. Should the Contractor fail to promptly pay Sub-contractors such amounts as, in accordance with their contract, are properly due, he shall not be entitled to receive the succeeding payment due him on his account with the Owner, provided, however, he shall furnish satisfactory reasons to the Engineer for the withholding of payments, normally due to the Sub-contractor. Then the above ruling shall not apply, but in default of same, it shall not be obligatory upon the Engineer to issue further certificates covering payments due him until above requirements shall have been complied with.
 7. A sufficient reason for refusal on the part of the Engineer to issue a certificate shall be evidence of any liens or claims properly chargeable to the Contractor for which, if established, the Owner may be liable.

8. The evidence above referred to shall be construed to mean the receipt by the Engineer of a statement from any party or parties furnishing work or material to the amount of his contract on this building, to the effect that the Contractor has failed to properly indemnify or compensate them therefore, in accordance with the terms of his agreement with them, whether or not lien or liens therefore shall have been filed by the party or parties.
9. Waiver of Lien not properly executed.

.23 FINAL COMPLETION AND FINAL PAYMENT

- A. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions precedent to the Contractor's being entitled to final payment have been fulfilled.
- B. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by the Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract Documents, (4) consent of surety, if any, to final payment and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Sub-contractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- C. Acceptance of final payment by the Contractor, a Sub-contractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

.24 ASSIGNMENT PROHIBITED

- A. Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or of Contractor's right, title or interest herein, or his power to execute this Contract, to any other person or corporation without the previous consent in writing of the Owner.

.25 EMERGENCIES

- A. In an emergency affecting the life or safety of individuals, or of damage to structures belonging to the Owner or adjoining property, Contractor shall take immediate action upon the instructions or authorization of the Engineer or Authorized Representative, as might be necessary to attempt to prevent such loss, injury, or damage. In the event the Engineer or Supervisor is not immediately available for such instruction or authorization, Contractor shall take such actions as might be necessary in any event.
- B. Contractor shall furnish the Owner and the Engineer, in writing, with the names, addresses, and telephone numbers of members of his organization to be contacted in the event of any emergency.

.26 MAINTENANCE OF JOB SITE

- A. The Contractor shall, at all times, keep the premises free from excess waste material or rubbish caused by his employees or work and at the completion of the work, he shall remove all rubbish from and about the building and all his tools, scaffolding, and surplus materials and shall leave his work "Broom clean" or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove such rubbish and charge such cost to the Contractor as the Engineer shall deem to be just.
- B. From start to finish of work under this Contract, the Contractor shall be responsible for any damage, of any kind, caused to the present building and site due to any of Contractor's activities under this Agreement.
- C. Contractor, unless otherwise directed, shall close up all exterior openings in a suitable and effective manner, and maintain such enclosure until permanent work is in place, or until directed by Engineer or the Supervisor to remove the enclosures.

.27 DEMOLITION - PROTECTION

- A. The Contractor shall do all demolition, protection, etc., in the existing building that is required to execute the work shown on the drawings and hereinafter specified. Dust-tight enclosures shall be provided by the Contractor wherever demolition work is to be done. The Contractor shall make such temporary provisions for weather protection and protect the interior of the building and contents from damage as may be necessary.

The Contractor shall carefully take down all work shown to be removed in such manner as to cause the least possible amount of damage and protect all existing portions of the building and contents in any manner necessary to preserve same from damage by the elements, from dust or by the work.

Any damage to the present building and its contents must be made good by the Contractor without extra expense to the Owner, and to the satisfaction of the Engineer, and the Owner.

.28 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Engineer on which Dispute Resolution has not been demanded, or by Dispute Resolution under Paragraph 32.
- C. The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- D. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1. employees on the Work and other persons who may be affected thereby;
 - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - 3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- E. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, 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 sites and utilities.

- F. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- G. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

.29 SUCCESSORS AND ASSIGNS

- A. The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without written consent of the other. If either party attempts to make such an assignment without such consent, the party shall nevertheless remain legally responsible for all obligations under the Contract.

.30 CONTRACT FORMS

- A. The form to be utilized for this Project shall be as follows:
 - 1. Contract Form: AIA Form A101, 1997 Edition, Standard Form of Agreement between an Owner and Contractor – Stipulated Sum.

END OF SECTION C