

Examination of Premises and Buildings

That all contractors must visit and examine or otherwise be responsible for existing conditions.

Approval of Sub-Contracts

Names to be submitted and approved before sub-contracts are let.

Time of Completion

1. Dates and methods of procedure for any special parts to be completed ahead of general completion.
2. Dates of final completion.
3. Liquidated damages.

Extension of Time

Conditions under which additional time will be allowed for completion; to compensate for time unavoidably lost; changes in contract requirements; delays by others, etc.

Extension of Time not a Waiver

Extension of time or occupancy of the premises in whole or in part not to constitute a waiver of the owner's rights.

Unit Schedule

To be furnished for each branch of the work, covering all items of material and labor and footing up to the contract price. For use in checking payments, costs of additional work or credits for work omitted.

Definition of Terms

Such as *Board, Committee, Owner, Architect, Engineer*, etc.

Cooperation

1. Between contractors and with owner as to changes, etc.
2. Rules governing relations between contractors as to water, gas, light, telephone, etc.

Supervision and Foreman

Provide for continuous supervision by parties satisfactory to Engineer and subject to removal if unsatisfactory.

Permits, Department Rules and Regulations

1. Compliance with Building, Plumbing, Health and Fire Departments having jurisdiction and with State Codes and rules and with the rules and regulations of the *National Board of Fire Underwriters*.
2. Any additional material or labor required to conform to any of these rules and regulations to be furnished under the contract without additional cost.
3. Contractor to secure all necessary permits and pay all fees incident thereto.

Extra Work

To be done upon written orders only, stating cost where possible, otherwise cost to be upon basis of schedule or prevailing market values.

Strikes

To be avoided if possible and settled with dispatch.

Patents

Contractor to assume responsibility and pay any royalties for use of patented articles.

Payments

When and how made. Final payment not binding as to defective work.

Guarantee

1. Regular guarantee.
2. Special maintenance or operation guarantees.
3. Defects other than normal wear and tear to be made good during the life of the guarantee.

Material and Workmanship

Quality of material and workmanship regardless of manufacturers' trade designations. Materials to be delivered in sufficient quantities; labor to be competent and both under control of the Engineer.

Samples

As required; to be submitted for approval.

Protection

1. Of materials delivered and work in place.
2. Of life and property, including warning signs, guards, watchman's service, etc.
3. Indemnify and save harmless the owner from any suits or claims arising out of alleged damages.

Insurance

Fire and tornado, liability on account of injury to persons or property.

Drawings and Specifications

1. To be used jointly and not separately.
2. Discrepancies to be called to the attention of the engineer before the work is installed.
3. Detail drawings.
4. Shop drawings; how submitted for approval.

Engineer's Supervision and Authority

1. All work under Engineer's supervision.
2. Interpretation of plans and specifications to be solely by engineers.
3. Power to manage work if contractor fails to do so satisfactorily.
4. Power to recommend the termination of the contract and employment of others to complete, if the contractor fails or neglects to properly progress work or abandon the work for three or more days.
5. Disposition of moneys in cases (3) and (4).

Tools and Appliances

All derricks, machinery, shoring, scaffolding and tools to be furnished and maintained by the contractor and removed by him at completion.

Cutting and Patching

1. By whom done.
2. This contractor to give to all other contractors dimensions, location and other data for chases, sleeves, boxes, etc., to be built in, and in time to prevent delays, otherwise to bear expense and responsibility for installing such items later.
3. Repairing and refinishing, as to whom done by and in what manner.

Rubbish and Cleaning

1. Removed by contractors depositing same.
2. Cleaning up building.
3. Cleaning ducts and flues.
4. Cleaning boilers and pipes.