

4.01 ADDITIONAL SUPPLEMENTARY CONDITIONS - ARCHITECT

The following items are requirements in addition to the previous Divisions 0 and 1 requirements.

1. Color Schedules: Color schedules will be prepared by the Architect only after the Contractor has furnished ALL necessary submittals involving color selection, complete with samples and color chips, from the actual suppliers and subcontractors. Delivery of this material to the Architect shall occur within 30 days after Notice to Proceed.
2. Use of Site Facilities: Contractor shall not allow tradesmen, technicians, and laborers to enter existing facilities except as predetermined and approved by the Owner and Architect.
3. Any existing interior finishes, including paint, plaster, wood trim, wall tile, window coverings, etc. damaged by Contractor shall be repaired to original condition to the satisfaction of the Owner and Architect.
4. "Before" documentation: A Notice to Proceed will not be issued to Contractor for this project until a full set of "before" photographs, and a "before" videotape, documenting existing site and building conditions, is submitted to Architect. Photo documentation, which must include enough context for location evaluation, shall illustrate all existing damage to building and site for which Contractor would like to not be held responsible. Contractor shall be fully liable for replacement or repair of any site elements, building elements, or finishes that are not clearly documented in the "before" photos/video as being pre-existing to the onset of this Project.
5. Existing utilities shall not be interrupted unless pre-approved by the Owner and the Architect.
6. Parking for construction vehicles shall be in areas designated by the Owner at the Pre-Construction Conference.
7. This project is a non-smoking job. There shall be no smoking inside the building or on the site at any time.
8. Asbestos: No products containing asbestos in any form are to be incorporated in this project.
9. Furnishing of Contract Documents: The Contractor will be furnished free of charge any bid sets returned to Architect following bid process.
10. Regulations and Facilities:
 - a. The Contractor shall acquaint his subcontractors and workmen with Owner's traffic and parking regulations.
 - b. Removal of Rubbish: The Contractor shall keep on hand an adequate crew of laborers and/or other personnel to keep the buildings and surrounding streets, sidewalks, alleys, etc., free from any dirt, rubbish, and other debris resulting from the execution of this contract. Site and premises shall be cleaned on a daily basis.
 - c. Use of Premises: All material and equipment shall be brought onto the site by making use of such roadways and drives as designated by the Owner and across the grounds along routes established by the Owner. Any streets, roadways, sidewalks, ground, plantings, trees, or other property that may be damaged as a result of the contract work shall be properly repaired or fully replaced by the Contractor to the full satisfaction of the Owner and Architect. No more space than is absolutely necessary will be permitted to be used on the grounds immediately around the building site; and the Contractor must use every care against damage to the grounds. Any roadway or parking surfacing damaged as a result of construction traffic shall be repaired with full-depth material (asphalt or concrete) to match existing. Limits of such repair will be determined by Owner and Architect, based on pre-existing conditions photographs submitted to the Architect.

- d. Designation of Storage and Working Area: The exact boundaries of the area that may be used by the Contractor and subcontractors for the storage of materials and as a working area shall be designated by the Architect and Owner at the preconstruction conference. The Contractor must confine his operations within the designated area, providing space for all subcontractors. Any damage to the grounds within the designated work area or storage area shall be repaired by the Contractor and left, on completion, in the same state as found to exist at the start of the work or as shown on the building plans. Such damage shall include repairs or replacements of shrubs and trees. If the Contractor requires additional area for any purpose, a formal written proposal shall be submitted to the Architect and Owner.
 - e. Designation of Parking Area: If sufficient parking area is not available within the designated storage and working area for the vehicles of workmen employed on the building, the Contractor shall require workmen to park their vehicles in areas designated by the Architect and Owner. Workmen failing to comply with traffic and parking regulations shall be removed from the job at the request of the Architect.
 - f. Theft and Vandalism: The Owner will not be responsible for the safety of the Contractor's work, materials, or equipment. Protection of the property within the contract work area both day and night shall be the responsibility of the Contractor.
 - g. Objectionable Workmen: Any workmen who may, because of improper conduct, become objectionable, will be promptly removed by the Contractor at the request of the Architect.
 - h. Burning: There shall be no burning on properties of the State of Mississippi. All clearing and grubbing, debris, rubbish, trash, and any other material which is subject to burning shall be removed and disposed of outside the limits of the State property. It shall be the responsibility of the Contractor to acquire, maintain, and pay for, if necessary, any permits and fees for an EPA Compliant disposal area.
 - i. Protective Measures: All signs, lights, barricades, covered walkways, signals, fences, etc., required for site safety shall conform to or exceed the requirements of Chapter 33 of the International Building Code (latest edition), Safeguards During Construction. Public entrances, fire exits, and delivery access shall be made freely open and accessible at all times. See Drawings for additional requirements.
 - j. Trees and Plantings: Within the work area trees and plantings shall be protected at all times if required. The Contractor shall also take care to protect trees outside the work area.
 - k. Organized safety measures shall be enforced on all construction work.
 - l. Critical project sequencing: Refer to Section 01900 Division One Supplement.
11. Weather Days: Shall not be allowed for this interior project.
12. Drawings and Specifications:
- a. Drawing a portion of work in detail and outlining the balance shall mean that such details shall be continued to completion to get the full effect intended by the Architect.
13. The Contractor shall keep a Daily Project Report documenting the conditions which exist and the construction related activities which occur at the Project Site, for every Calendar Day, from the Date of the Notice to Proceed through the Date of Final Acceptance. For any day which is not a scheduled work day (Holiday, Saturday, Sunday), and during which no work was preformed, the Contractor shall indicate on the report only the weather and site conditions which were known to exist on that day.
- a. Report format: Use an 8-1/2" x 11" pre-printed standardized form for

reporting the required data.

b. Information Required: The Daily Project Report shall include the following information as a minimum:

1. Contractor Identity: Name, address, phone, fax, e-mail.
2. Project Identity: Name, Location, Architect's project number.
3. Project Weather Conditions: Clear, partly cloudy, overcast, misting, light rain, heavy rain, hot, cold, warm, temperature range, wind conditions. Include statement indicating impact of Weather Conditions on the work scheduled for that day.
4. Site Conditions: Clear, muddy, dusty. Include statement indicating impact of Site Conditions on the work scheduled for that day.
5. Work in Progress (including work begun and completed) with names of entities performing work and number of employees present for each.
6. Visitors to Site.
7. Problems encountered and disposition of each.
8. Summary of Architect's instructions.
9. Name and signature of Contractor's representative who prepared the report.

c. Monthly Submittals:

1. Contractor shall submit two (2) bound sets (in accordance with Submittal Format indicated hereinafter) of copies of the Daily Project Reports with each monthly Application For Payment. One copy will be retained by the Architect and one copy will be forwarded to the Owner's Representative.
2. Record Submittals: Contractor shall provide one (1) bound set, same as for Monthly Submittals to Section 01720 - Project Record Documents, for each Pay Period.
3. Submittal Format:
 - a. Binders: Commercial quality, 8-1/2" x 11", 3 clasp, softback binder with clear plastic cover, equal to Smead No. 121BK. Identification (Title Page): The first page following the clear cover shall include the following typed information: Project Identity; Contractor Identity; Time Period of Reports.
14. Architect shall not be responsible for mailing or shipping submittals or samples to Contractor. Contractor shall pick up submittals from Architect's office, or shall provide pre-paid shipping envelopes/boxes for Architect's return of such submittals or samples.
15. Architect/Engineer shall be given 24-hours' notice, minimum, for all inspections.
16. Contractor shall return to Architect executed contracts, bonds, insurance, etc., within seven (7) calendar days of notice of contract award, for further processing.

END OF SECTION