

TABLE OF CONTENTS

GENERAL CONDITIONS	Sheet 1
SUPPLEMENTARY CONDITIONS (SC)	Sheet 1
GENERAL REQUIREMENTS (GR)	Sheet 1
TECHNICAL SPECIFICATIONS	Sheet 1
MATERIAL STANDARDS (MS)	Sheet 2
CONSTRUCTION REQUIREMENTS (CR)	Sheets 3 - 5

GENERAL CONDITIONS

General Conditions of the Contract for Construction, AIA Document A-201 (1997 Edition) have same force and effect on matters affecting the basic legal rights and responsibilities of the parties involved in the construction process as if bound directly into the contract documents.

SUPPLEMENTARY CONDITIONS

General: The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A-201. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

SC Paragraph 4.2.1

The administration of the Contract shall be done by the person or company listed in the Agreement. In case no administration by an Architect or Engineer is indicated in the Agreement, the functions of the Architect, wherever called for in the contract documents shall be exercised by the Owner.

GENERAL REQUIREMENTS

GR1 SUMMARY OF THE WORK

- Summary by Reference: Reference to the requirements of the various contract documents which control or influence the work are summarized but not necessarily limited to the following:
 - The executed Owner-Contractor Agreement: AIA Document A101 (not bound herewith).
 - Publication Date - 1997
 - Copies may be obtained from your local distributor of AIA documents.
 - The Drawings, which are indicated on the Cover Sheet under "List of Drawings".
 - The Specifications (5 sheets bound behind the Drawings) which include Supplementary Conditions, General Requirements, Material Standards and Construction Requirements.
 - The Addenda and Modifications to the Contract Documents, distributed by transmittal subsequent to binding of the Drawings and Specifications.
 - The Documentation of Separate Contracts, which include project work not the work of this Contract, are available for reference at the Owner's office.
 - Work by the Owner, which is in connection with the project and is described in the Drawings or Specification sheets to the extent it is believed to have a significant relation with the work of this Contract.
 - Governing Regulations, which have a bearing on the performance of the work. Copies can be obtained from or reviewed at the local, State or Federal Agency responsible for the regulation in each case.
 - Submittals (of every kind), copies of which are retained by the Contractor at the site.
 - Miscellaneous Elements of Information having a bearing on the performance of the work, such as weather forecasts and reports of general trade union negotiations. Copies must be obtained by the Contractor through normal channels of information.

2. Project / Work Identification

- The name of the project, the city and state in which the project is located, the Architect's project number, and the date of these contract documents are listed in the title block of each sheet of the Drawings and Specifications.
- The street location of the project is indicated on the Drawings, sheet C-1 SITE PLAN.

GR2 ALLOWANCES

- Obtain and submit proposals for the work of each allowance, as requested by the Architect, for use in making final selections. Purchase products and systems as specifically selected (in writing) by the Architect.
- Submit proposals and recommendations in the form utilized for Change Orders.
- Allowances: See drawings.
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GR3 CUTTING AND PATCHING

- Structural Work: Do not cut-and-patch in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.
- Operational and Safety Limitations: Do not cut-and-patch operational elements and safety related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance, or decreased safety.

3. Visual Requirements:

- Do not cut-and-patch work which is exposed on the exterior or exposed in occupied spaces of the building, in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the cut-and-patch work, both as judged solely by the Architect. Remove and replace work judged by the Architect to be cut-and-patched unsatisfactorily, visually.
- Engage the original Installer or Fabricator to perform cutting-and-patching of work which might be difficult for anyone else to do satisfactorily.

GR4 STANDARDS AND REGULATIONS

1. Industry Standards:

- General: As indicated in the Contract documents, applicable standards of the construction industry are made a part of the Contract Documents by reference.
- Publication Dates: Except as otherwise indicated, comply with the standard in effect as of the date of the Contract Documents.
- Copies of Standards: Where needed for proper performance of the work, obtain directly from the publication source.

2. Permits, Licenses and Certificates:

- Single Product/Manufacturer Name: Provide the product indicated, except advise Architect before proceeding, where known that the named product does not comply with requirements.
- Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option, but excluding products which do not comply with requirements. Where none of the named products comply with the requirements, advise the Architect before proceeding.
 - "Or Equal": Where named products are accompanied by the term "or equal", comply with provisions concerning "substitutions" for obtaining Architect's approval.
 - "Names": Means the manufacturer's name for his product, as recorded in his published product literature, of latest issue as of the Contract Documents.
- Standards, Codes and Regulations: Where compliance with an imposed standard, code or regulation is required, the selection from among products which comply with the requirements is the Contractor's option.
- Performance Requirements: Provide products which comply with the specific performances indicated, and which are recommended by the manufacturer (in his published product literature or by individual certification of application) for the application indicated. General performance of a product is implied where product is specified for specific performances.
- Prescriptive Requirements: Provide products which have been produced in accordance with the prescriptive requirements.
- Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic requirement (complying with the requirements) is the Contractor's option, and the subsequent selection of color, pattern and texture is the Architect's selection.

3. General Product Requirements:

- General: Provide products, materials and equipment which comply with the requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and devices and details needed for a complete installation and for the intended use and effect.
- Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and similar applications.
- Continued Availability: Where additional amounts of a product, by nature of its application, are likely to be needed by the Owner at a later date for maintenance and repair or replacement work, provide a standard domestically produced product which is likely to be available to the Owner at such later date.

GR6 SUBSTITUTIONS

- Request for Substitutions: Submit requests for substitutions, fully identified for product, material or method being replaced, and fully documented to show compliance with requirements.
- Change Order Form: Submit requests for substitutions in the form and by the procedures required for change order proposals. Unless stated otherwise in the Agreement, the form shall be AIA Document G701.

GR7 GENERAL QUALITY CONTROL

- Residual Contractor Responsibility: In the technical specification sections, wherever required inspection, testing and similar quality control provisions to be performed by independent agencies (not directly by the Contractor) not indicated to be the Owner's responsibility shall be the Contractor's responsibility. The cost for those required services by independent testing laboratories are recognized to be included in the Contract sum.
- General Workmanship Standards: Comply with the recognized workmanship quality standards within the industry as applicable to each unit of work including ANSI Standards where applicable. Require each category of tradesman or installer performing the

work to be prequalified, to the extent of being familiar with the applicable and recognized quality standards for his category of work, and being capable of workmanship complying with those standards.

3. Preparation for Installation / Installer's Inspection:

Require the installer of each major unit of work to inspect the substrate to receive the work, and the conditions under which the work will be performed, and to report (in writing to the Contractor) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

4. Installation:

- Manufacturer's Instructions: Comply with applicable instructions and recommendations for installation.
- Inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.
- Provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerances. Allow for expansions and building movements. Provide uniform joint widths in exposed work, organized for best possible visual effect.
- Recheck measurements and dimensions of work, as an integral step of starting each installation.
- Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will insure the best possible results for each unit of work, in coordination with the entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.
- Coordinate enclosure (closing-in) of work with required inspections and tests.
- Mounting Heights: Except as otherwise indicated, mount individual units of work at the industry-recognized standard mounting heights.
- Adjust, Clean, Lubricate, Restore marred finishes, and protect newly installed work, to insure that it will remain without damage or deterioration during the remainder of the construction period.

GR8 PAYMENTS

- Payment Application Times: The date for each progress payment is as indicated in the Owner-Contractor Agreement or, if none indicated therein, it is the 15th day of each month. The period of construction work covered by each payment request is the period indicated in the Owner-Contractor Agreement or, if none is indicated therein, it is the period ending 15 days prior to the date for each progress payment, and starting the day following the end of the preceding period.
- Payment Application Forms: AIA Document G702 and Continuation Sheets.
- Application at Time of Substantial Completion: Following the issuance of the Architect's "Certificate of Substantial Completion", a "Special Payment Application" may be prepared and submitted by the Contractor. The principal administrative actions and submittals which must proceed or coincide with such special applications are summarized, but not necessarily limited to the following:
 - Occupancy permits and similar approvals or certification by governing authorities and franchised services.
 - Warranties, guarantees, maintenance agreements and similar provisions.
 - Test/adjust/balance records, maintenance instructions, meter readings, start-up performance reports, and similar changeover information.
 - Final cleaning of the work.
 - Application for reduction (if any) of retainage, and consent of surety.
 - Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
 - Final record information.
- Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of the final payment application, are summarized but not necessarily limited to the following:
 - Completion of project closeout requirements.
 - Completion of items specified for payment application at time of substantial completion.
 - Assurance, satisfactory to Owner, that unsettled claims will be settled and that work not completed and accepted will be completed without undue delay.
 - Transmittal of required project records to Owner.
 - Proof, satisfactory to Owner, that taxes, fees and similar obligations of the Contractor have been paid.
 - Removal of temporary facilities, services, surplus materials, rubbish and similar provisions.
 - Change over of door locks and other Contractor access to Owner's property.
 - Consent of surety for final payment.

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- Proof, satisfactory to Owner, that taxes, fees and similar obligations of the Contractor have been paid.
- Removal of temporary facilities, services, surplus materials, rubbish and similar provisions.
- Change over of door locks and other Contractor access to Owner's property.
- Consent of surety for final payment.

GR9 TEMPORARY UTILITY SERVICES, CONSTRUCTION FACILITIES AND GENERAL SERVICES

- General: The providing of adequate utility capacity at every stage of performing the work, the providing of adequate temporary facilities, and the providing of adequate general services is the Contractor's sole responsibility.

- Regulations: Comply with governing regulations and utility company regulations.
- Materials and Equipment: Provide types and qualities which are recognized in the construction industry as suitable for the intended use in each application.

GR10 SUBMITTALS

- Submittals which are received directly from sources other than through the Contractor's office will be returned "without action".
- Form: Provide Contractor's certification on the approved form, stating that information submitted complies with the requirements of the contract documents.
- Copies: Submit 1 copy to Architect, plus additional copies as determined by the Contractor.

LIST OF ITEMS SUPPLIED BY OWNER INCLUDE:	INSTALLED BY OWNER	INSTALLED BY CONTRACTOR
1. Carpet, pad and metal edgings.....	—	X
2. Vinyl wall covering.....	—	X
3. Directional signage and room numbers.....	—	X
4. Shower curtains and pins.....	—	X
5. Clothes hangers.....	—	X
6. Drapes and drapery tracks.....	—	X
7. Decorator pictures.....	X	—
8. Mirrors and graphics in corridors, public areas, and administration.....	X	—
9. Kitchen and guest laundry appliances.....	—	X
10. Guest Room coffee makers.....	—	X
11. Commercial laundry washers and dryers.....	—	X
12. Reservation equipment.....	X	—
13. Phone system (not conduit & pull wire).....	X	—
14. TV system (not conduit & pull wire).....	X	—
15. Speaker system in lobby area, pool area.....	X	—
16. Security system in unsupervised interior areas.....	X	—
17. Illuminated signs on building.....	X	—
18. Freestanding exterior signs.....	X	—
19. Furniture and table lamps.....	—	X
20. Hardwired wall lamps in guest rooms.....	—	X
21. Television sets (TV).....	—	X
22. In-tub seat (per ADA 4.20.3).....	—	X
23. Guest Room ironing board assemblies.....	—	X
24. Guest Room coffee makers.....	—	X
25. Guest Room hair dryers.....	—	X
26. Card holder (back of guest room entrance door).....	—	X
27. Vending & ice machines.....	—	X
28. Under counter refrigeration & microwave @ guest rooms.....	—	X
29. Landscaping & irrigation system.....	X	—

PERFORMANCE AND PAYMENT BOND

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder in the amount of 100% of the Contract on the date of execution of the Contract.

RICHARD MOLENAAR
ARCHITECT

DAYS IN

PEARL, MS

SPECIFICATIONS

99006

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OF 5