

**PROJECT SPECIFICATIONS**

**FOR:**

**AUDUBON MUNICIPAL BUILDING  
SECURITY IMPROVEMENTS**

606 West Nicholson Road  
Audubon, New Jersey 08106

**PREPARED FOR**

**BOROUGH OF AUDUBON**

606 West Nicholson Road  
Audubon, New Jersey 08106

**PREPARED BY**



304 White Horse Pike, Haddon Heights, NJ 08035  
(856) 546-8611 • Fax (856) 546-8612

**February 7, 2022**



**Steven M. Bach, PE, RA, PP, CME**  
NJ Professional Engineer No. GE 41507  
Bach Project No. AB2022-0

## **PROJECT DIRECTORY**

### **OWNER**

Borough of Audubon  
606 West Nicholson Avenue  
Audubon, New Jersey 08106  
Telephone: (856) 547-0711

### **ARCHITECT**

Bach Associates  
304 White Horse Pike  
Haddon Heights, New Jersey 08035  
Telephone: (856) 546-8611  
Fax: (856) 546-8612

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END OF SECTION



## **SCHEDULE OF DRAWINGS**

The following contract drawings are herein made part of the project specifications:

- C-1 COVER SHEET AND INDEX OF DRAWINGS
- C-2 ADA GUIDELINES
- D-1 FIRST FLOOR DEMOLITION PLAN AND ELEVATIONS
- A-1 FIRST FLOOR FRAMING PLAN, SECTIONS AND DETAILS
- A-2 SECOND FLOOR PLAN, ELEVATIONS AND DETAILS

END OF SECTION

## NOTICE TO BIDDERS

**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the **Borough of Audubon** for the **Audubon Municipal Building Security Improvements**, project in the **Borough of Audubon**, Camden County, New Jersey.

Bid forms, contracts and specifications are on file at the office of Bach Associates, PC, 304 White Horse Pike, Haddon Heights, New Jersey 08035. (856) 546-8611. Copies of the bid forms, contracts and specifications may be obtained from said Bach Associates, PC, by prospective bidders upon request, upon payment of the sum of \$50.00 (nonrefundable) for each set. PDF copies of the bid forms, contracts and specifications on a CD may be picked up from Bach Associates, PC, by prospective bidders upon request at no charge. Please contact the architect regarding shipping of the documents.

PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS, EITHER BY MAIL OR IN PERSON.

Said Bids will be received, opened and read aloud in public at the **Borough of Audubon, 606 West Nicholson Ave, Audubon, New Jersey** on **Thursday, April 7, 2022 at 11:00 AM** prevailing time.

NO BIDS ARE TO BE DROPPED OFF AT THE ENGINEER'S OFFICE.

There will be a **pre-bid meeting** for this project on **Thursday, February 24, 2022, at 11:00 AM**, at the project location, 606 West Nicholson Road, Audubon New Jersey 08106. **Bidders are strongly encouraged to attend the pre-bid meeting.**

Deadline for submission of bidder questions to Bach Associates is 5:00 PM on Thursday, March 10, 2022.

The **Borough of Audubon** reserves the right to consider the bids for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all bids, either in whole or in part and also to waive any informality in any and make such awards or take action as may be in the best interest of the **Borough of Audubon**.

Bids must be on the bid form prepared by Bach Associates, PC, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. Said bids shall be addressed to **Ms. Bonnie Taft, Borough Clerk, Borough of Audubon, 606 West Nicholson Avenue, Audubon, New Jersey 08106.**

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the **Borough of Audubon** in an amount not less than ten percent (10%), but in no case in excess of \$20,000.00, of the amount bid. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The award of the contract shall be made subject to the necessary moneys to do the work being provided by the **Borough of Audubon** in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the **Borough of Audubon** in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 (Affirmative Action), P.L. 1963, C. 150 (New Jersey Prevailing Wage Act) and 42 U.S.C. 12101, et. seq. (Americans with Disabilities Act of 1990).

The contractor is further notified that he must comply with P.L. 1977, C. 33, and submit a Disclosure Statement listing stockholders with his bid.

The contractor is further notified that he must comply with P.L. 1999, C. 238 Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with the act.

The contractor is also further notified that he must comply with P.L. 2004, C. 57 and submit proof of business registration and submit proof of business registration for any named subcontractor's in accordance with the act.

Sealed bids for this project are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et. seq.

This contract is subject to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et. seq.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

The right is reserved to reject any or all proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of the **Borough of Audubon**, is the lowest responsible bidder and to waive such informalities as may be permitted by law.

Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Law Enforcement Commission (ELEC) pursuant to the requirements of N.J.S.A. 19:44A-20.27 (New Jersey "Pay-To-Play" Law) if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

By Order of the Borough of Audubon  
Bonnie Taft, Borough Clerk

Dated: February 7, 2022

**BOROUGH OF AUDUBON  
606 WEST NICHOLSON ROAD  
AUDUBON, NEW JERSEY 08106  
(856) 547-0711**

DATE February 7, 2022

Bid No. and Title: Audubon Municipal Building Security Improvements

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BIDS MUST BE RETURNED NO LATER THAN 11 O'CLOCK, PREVAILING TIME

ON THURSDAY, APRIL 7, 2022 TO THE BOROUGH OF AUDUBON, 606 WEST NICHOLSON ROAD, AUDUBON, NEW JERSEY 08106.

1. PRICES MUST INCLUDE DELIVERIES TO ALL SITES SET FORTH HEREIN.
2. Quotations must be made on these sheets. Borough of Audubon is not responsible for any expenses incurred by any firm in preparing or submitting a bid proposal.
3. Prices may be submitted on any or all of the items listed unless otherwise specified. Award will be made on the basis of the lowest responsible bid on each item or on an aggregate basis, whichever is in the best interest of Borough of Audubon.
4. Insert NET UNIT PRICES. Bids must be firm for a minimum of 60 days. Contract prices may not be increased during the term of the contract.
5. The Borough of Audubon is exempt from sales tax.
6. The Borough of Audubon reserves the right to accept or reject any part or parts of the responses to this bid in accordance with law.
7. To the extent that any of these instructions directly contradict the bid specifications, the bid specifications shall prevail.
8. Regardless of any language to the contrary, the Borough of Audubon shall not be responsible for the payment of any interest or late fees.
9. Copies of the bid documents may be obtained at the office of the Architect / Engineer, Bach Associates, 304 White Horse Pike, Haddon Heights, New Jersey 08035, upon payment of Fifty (\$50.00), which is non-refundable, for each set thereof issued to any one prospective bidder. Payment for copies of the plans and specifications must be made by check or money order made payable to Bach Associates, PC. PDF copies of the bid forms, contracts and specifications on a CD may be picked up from Bach Associates, PC, by prospective bidders upon request at no charge. If Shipping of Bid Documents is required, bidders may provide their direct shipping account number to Bach Associates,

PC or include a non-refundable \$25.00 mailing fee.

All questions shall be submitted in writing to the office of the Architect / Engineer, Bach Associates, PC, 304 White Horse Pike, Haddon Heights, New Jersey to the attention of:

Dirk Muits, III, AIA  
Vice President of Architecture  
Tel: (856) 546-8611  
Fax: (856) 546-8612

All addenda are issued by the Architect / Engineer. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the bid specifications. Such specifications may or may not be complete. The Borough of Audubon is not responsible for third party supplied bid specifications.

10. Bidders are required to comply with the requirements of P.L. 1999, c. 238 (N.J.S.A. 34:11-56.25 et seq.) regarding prevailing wages, where applicable.
11. Bidders are hereby noticed that the Borough of Audubon shall correct certain types of clerical errors if found in submitted bids. For example, if the quantity needed or the standard unit of measurement used, times the unit price, is incorrectly calculated in reaching a total or final price, the Borough will correct the computational mistake.
12. The borough requires bidders to list any exceptions to the bid specifications. For any exceptions listed the borough shall determine if it will accept an immaterial, or minor, deviation from its bid specifications as permitted by law. Material exceptions shall be cause for rejection of the bid. Bidders shall not be permitted to remove listed exceptions.
13. P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

WE SUBMIT HERewith our prices as indicated on the following bid.

Submitted on \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_  
(Name of Company)

Fax No. \_\_\_\_\_ PER \_\_\_\_\_  
(Signature and Title of  
Authorized Representative)

E-Mail: \_\_\_\_\_ Phone No. \_\_\_\_\_

## BIDDER'S CHECKLIST

**THIS BIDDER'S CHECKLIST MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID PACKAGE.**

1. Bid Guarantee deposit in the form of a certified check, cashier's check or bid bond. See Paragraph 4.1 and **Exhibit A**. (Must be submitted with bid) \_\_\_\_\_
2. Certificate from a Surety Company or Financial Institution stating that if bid is accepted they will provide the required performance bond or Letter of Credit. See Paragraphs 4.2, 8.1 and 8.2, and **Exhibits B, C, and D**. (Must be submitted with bid) \_\_\_\_\_
3. Statement of Corporate Ownership listing the names and addresses of all individuals owning ten percent (10%) or more of corporation or partnership stock. See **Exhibit E**. (Must be submitted prior to or with bid) \_\_\_\_\_
4. Non-collusion Affidavit properly notarized. See **Exhibit F**. \_\_\_\_\_
5. Affirmative Action Questionnaire with available evidence submitted. See Paragraph 5 and **Exhibit I**. \_\_\_\_\_
6. Affirmative Action MBE/WBE Tracking Form. See Paragraph 5 and **Exhibit J**. \_\_\_\_\_
7. Debarment Certification Form. See **Exhibit K**. \_\_\_\_\_
8. Proof of compliance with The Public Works Contractor Registration Act, if applicable. See Paragraph 23. (Must be submitted with bid). \_\_\_\_\_
9. Construction Subcontractor Disclosure Requirements
  - a. Disclosure of subcontractors as required by N.J.S.A. 40A:11-16. See Paragraph 26 and **Exhibit L**. (Must be submitted with bid) \_\_\_\_\_
10. Proof of compliance with the State Contractor Business Registration Program. See Paragraph 29. \_\_\_\_\_
11. Americans with Disabilities Act of 1990 Form, pursuant to 42 U.S.C. 12101 (et. seq.) See **Exhibit M**. \_\_\_\_\_

**[BIDDER'S CHECKLIST CONTINUED ON NEXT PAGE]**

**BIDDER'S CHECKLIST (cont'd)**

12. Acknowledgement of Receipt of Addenda, whether or not issued, N.J.S.A. 40A:11-23.2. See Paragraph 30 and **Exhibit N**. (Form must be submitted with bid). \_\_\_\_\_
13. Uniformed Law Enforcement Officer requirement form. **Exhibit O**. \_\_\_\_\_
14. Background Questionnaire. See **Exhibit P**. \_\_\_\_\_
15. Certification - Disclosure of Investment Activities in Iran, **Exhibit Q**. (Form must be submitted with bid). \_\_\_\_\_

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### 1. RECEIPT, OPENING, WITHDRAWAL OF BIDS, AND FAILURE TO RESPOND

- 1.1 Sealed Bids will be received by the Borough on the date, time, location, and in the manner as listed in the advertisement.
- 1.2 Bids must be received at the Borough of Audubon no later than the due date and time indicated therein. It is recommended that bids be hand delivered to that department. The Borough assumes no responsibility for delays in any form of courier or mail order delivery service causing the bid to be received at the **department stipulated** later than the due date and time. All late bids will be rejected in accordance with the law.
- 1.3 Any bid may be withdrawn prior to the time for openings of bids or the authorized postponement thereof. Any bid received after the opening of bids will not be considered. No bidder may withdraw a bid within sixty (60) days after the actual opening thereof.

### 2. QUALIFICATION OF BIDDERS

- 2.1 The Borough of Audubon may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Borough all such information and data for this purpose as the Borough may request. The Borough reserves the right to reject any bids if the evidence submitted by, or investigation of such bidder, fails to satisfy the Borough that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

### 3. PREPARATION OF BID

- 3.1 **Bids must be submitted on the prescribed form.** The bidder shall fill in all blank spaces in ink or by typewriter, both in words and figures. Bids must be signed in ink by authorities with capacity to legally bind the bidder to its bid proposal.
- 3.2 Each bid shall be based upon the specifications prepared by the Borough of Audubon. The bidder accepts the obligation to become familiar with the Borough's specifications.
- 3.3 Each bid must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State of Incorporation and must contain the signature and designation of the President, Secretary or other person authorized to bind the corporation in the matter. When requested by the Borough, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.



- 3.4** Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the bid documents, or irregularities of any kind, may be rejected by the Borough of Audubon. Any changes, white-outs, strike-outs, etc. on the proposal page must be clear as to meaning and initialed by the person responsible for signing the bid.
- 3.5** The Borough of Audubon reserves the right to reject any or all bids or to waive any informality in the bids received as permitted by law.
- 3.6** All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, address and subject and title of the specifications. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope, addressed as set forth in the advertisement. The Borough of Audubon assumes no responsibility for mailings not received on time at the department stipulated in the advertisement to receive bids. It is therefore recommended that bids be hand delivered.
- 3.7** Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications whether or not such requirement is specifically set forth. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully pre-paid by the contractor F.O.B. destination and placement at locations specified by the Borough of Audubon. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when single shipment is ordered.
- 3.8** Payments will be made upon the approval of vouchers submitted by the successful bidder in accordance with the requirements of the Borough of Audubon and subject to the Borough's customary billing procedures.
- 3.9** The Borough of Audubon reserves the right to grant up to three (3) business days additional time to bidders after the bid opening to provide the following documents required by the bid specifications:
- a. Non-collusion affidavit. See **Exhibit F**;
  - b. Affirmative Action Questionnaire with available evidence submitted. See Paragraph 5 and **Exhibit I**;
  - c. Affirmative Action Plan MBE/WBE Tracking Form. See Paragraph 5 and **Exhibit J**;
  - d. Debarment Certification Form (Certification regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions). See **Exhibit K**.

Such additional time may not in any way affect the price or cost of the bid. All other documents required by the bid specifications must be submitted at the time of the bid opening specified herein or in accordance with law.

#### 4. BID BOND/CONSENT OF SURETY OR LETTER OF CREDIT

##### 4.1 BID BOND

Each bid must be accompanied by the Certified Check of the bidder or by a Cashier's Check, or by a Bid Bond prepared on the form of bid bond attached hereto as **Exhibit A** (or similar form), duly executed by the bidder as principal and having surety thereon, a surety company approved by the Borough, in an amount not less than ten percent (10%) of the amount of the base bid submitted, said 10% not to exceed \$20,000.00 pursuant to N.J.S.A. 40A:11-21, payable to the Borough of Audubon.

##### 4.2 CONSENT OF SURETY OR LETTER OF CREDIT

In addition, the bid must also be accompanied by a Certificate (Consent of Surety) from a Surety Company stating that it will provide said bidder with a Performance Bond in the full amount of the bid and substantially similar to the Borough's form of performance bond. A form of Consent of Surety is attached hereto as **Exhibit B**. A form of Performance Bond is attached hereto as **Exhibit C**. As an alternative to the aforementioned consent of surety, bidders may provide a letter from a bank or similar financial institution stating that it will issue a Letter of Credit in the full amount of the bid and pursuant to the terms of the Letter of Credit in the specifications (See **Exhibit D**). **This Letter of Credit option is not available on bids exceeding \$100,000. Such bids require a Consent of Surety/Performance Bond. See N.J.S.A. 40A:11-22.**

- 4.3 Such checks or bid bonds shall be returned to all bidders except the three lowest bidders within three (3) days after the formal opening of bids. The remaining checks or bid bonds will be returned to the three lowest bidders within forty-eight (48) hours after the Borough and the accepted bidder have executed the contract or, if no contract has been so executed, within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

#### 5. AFFIRMATIVE ACTION

- 5.1 The successful bidder shall adhere to the mandatory affirmative action language required by P.L. 1975, c.127 (N.J.A.C. 17:27) and N.J.S.A. 10:5-31 et seq.
- 5.2 For procurement, professional and service contracts, the above-referenced mandatory language shall be that set forth in **Exhibit G**.
- 5.3 For construction contracts, the above-referenced mandatory language shall be that set forth in **Exhibit H**.
- 5.4 All bidders should complete the Affirmative Action Questionnaire set forth in **Exhibit I** and follow its instructions.

- 5.5** All bidders should complete the Affirmative Action Plan MBE/WBE Tracking Form in Exhibit J.

**6. ADDENDA AND INTERPRETATIONS**

- 6.1** No interpretation of the meaning of any bid document will be made to any bidder orally. Any request for interpretation shall be in writing, addressed to the Borough's representative stipulated in the bid and must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders in accordance with statute. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

**7. MISCELLANEOUS**

- 7.1** At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and all other bid documents (including addenda). The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.
- 7.2** In case of default by the successful bidder, the Borough of Audubon may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- 7.3** Borough of Audubon is exempt from any State sales tax and Federal excise tax. In submitting this bid, the bidder certifies that its total bid price does not include any such taxes.
- 7.4** For purposes of evaluation where an equivalent is being furnished, the bidder must indicate any variation to the Borough's specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully and exactly complies with the Borough's specifications.
- 7.5** All bids submitted shall include in price any applicable permits, or fees required by any other government entity that has jurisdiction to require the same. Borough of Audubon will issue a no fee building permit for this project.
- 7.6** In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Borough harmless from any damages resulting from such infringement.
- 7.7** The bidder understands and agrees that, if awarded any contract by the Borough of Audubon, it shall be responsible for insuring that it and any and all subcontractors

meet minimum safety, health and equipment requirements including provisions for protecting employees and the public from any hazards encountered in performing its obligations pursuant to this bid.

- 7.8 All Firms are advised that, pursuant to N.J.S.A. 19:44A-20.27, it is their responsibility to file an annual disclosure statement with the New Jersey Election Law Enforcement Commission ("ELEC") if, during the calendar year, they receive a contract(s) in excess of \$50,000 from public entities, including Borough of Audubon. It is the firm's responsibility to determine if such filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532.

## 8. SECURITY FOR FAITHFUL PERFORMANCE

- 8.1 Simultaneously with his delivery of the executed contract, the successful bidder shall deliver to the Borough an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of this contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared in the form of contract bond attached hereto and having a surety thereon such surety company or companies as are acceptable on bonds approved by the Borough, and as are authorized to transact business in this State.
- 8.2 In the event that the successful bidder chooses to supply a Letter of Credit in lieu of the performance bond required by Section 8.1 above, said Letter of Credit shall be delivered to the Borough simultaneously with the delivery of the executed contract. The Letter of Credit shall be for the full amount of the bid and shall conform to the terms set forth in the terms of Letter of Credit in these specifications. **This Letter of Credit option is not available on construction projects exceeding \$100,000. Such projects require a Performance Bond. See N.J.S.A. 40A:11-22.**

## 9. INSURANCE REQUIREMENTS

### 9.1 Workers Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of the contract and shall cover all employees engaged in the performance of the contract. This insurance shall comply with all applicable statutes and regulations. Minimum Employer's Liability insurance of \$500,000.00.

### 9.2 General Liability Insurance

This insurance shall have limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate for bodily injury and property damage, and shall be maintained in force during the life of the contract. The Borough of Audubon and Bach Associates shall be named as an Additional Insured on this policy.

#### **9.4 Automobile Liability Insurance**

This insurance shall cover the Contractor for claims arising from owned, hired and non-owned vehicles and shall have limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage. Coverage shall be maintained in force during the life of the contract.

#### **9.5 Insurance Requirements for Subcontractors**

On any construction, reconstruction, alteration, or similar project, the Contractor shall require each Subcontractor to carry insurance coverage equal to or exceeding the type and level of coverage required to be carried by the Contractor. This coverage shall be in addition to the coverage carried by the Contractor and shall list the Borough of Audubon as Additional Insured on the policy.

#### **9.6 Certificates of the Required Insurance**

Certificates for the above listed insurance shall be submitted along with the contract as evidence that such insurance is in force. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall carry a financial rating of "A" or better.

#### **9.7 Cancellation**

Certificates for the above-listed insurance shall contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days prior written notice to the Borough of Audubon.

### **10. INDEMNIFICATION**

- 10.1** The successful bidder shall defend, indemnify and hold harmless the Borough of Audubon, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the successful bidder's acts or omissions in connection with this agreement.

### **11. AWARD**

- 11.1** Award of contract will be made by the Borough of Audubon within sixty (60) days after the bid opening or within the time allowed by law.
- 11.2** Upon award of the contract, appropriate documents shall be forwarded to the successful bidder. The return of the executed contracts and the bonds required by law within thirty (30) days is an element essential to the bid. At the expiration of such time, the Borough may elect to award the bid to the second bidder and accept as liquidated damages the bid security.

## **12. QUANTITIES**

- 12.1** Quantities shown are approximate and the Board reserves the right to increase or decrease them to the extent of twenty percent (20%) at the unit price bid. If the number of units in the total is less than ten (10), the Borough shall have the right to increase or decrease the quantity to not more than ten (10) or less than one at same unit price. Such change, however, will only be upon the written order of the Borough.

## **13. PREVAILING WAGE ACT**

- 13.1** Pursuant to N.J.S.A. 34:11-56.25 et seq., P.L. 2009, c.249, and as amended, successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act.
- 13.2** The contractor on any public works project for the Borough shall be required to submit a certified payroll record to the Borough Department administering said public works project. Such certified payroll record must be submitted within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60 Appendix A. It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

## **14. METHOD OF AWARD**

- 14.1** The Borough of Audubon may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available.
- 14.2** If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder or bidders whose Base Bid is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Alternates, it will be made to that responsible bidder or bidders whose net bid on such combination is the lowest.

## **15. TERM OF CONTRACT**

- 15.1** The time to complete the work under the contract to be awarded as the result of this bid shall be for ninety (90) days from the date of Notice to Proceed. The time for substantial completion shall be within seventy-five (75) days of the Notice to Proceed.

## **16. TERMINATION**

- 16.1** The Borough may terminate the agreement for any reason upon thirty (30) days written notice to the contractor. The Borough shall only be responsible for payment up to the effective date of termination.

**17. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE AVAILABLE**

**17.1** Pursuant to N.J.S.A. 40A:11-18, only manufactured and farm products of the United States wherever available, shall be used in the execution of the work or supply of goods as specified herein.

**18. AVAILABILITY OF FUNDS**

**18.1** Pursuant to N.J.S.A. 40A:11-15 any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

**19. PURCHASING FROM STATE CONTRACT**

**19.1** The Borough reserves the right to purchase, during the term of any contract to be awarded, any of the specified materials and/or services through the New Jersey State Cooperative Purchasing Agreement (State Contract) if it is in the Borough's best interest to do so.

**20. BRAND NAMES AND/OR PRODUCT DESCRIPTION**

**20.1** Pursuant to N.J.S.A. 40A:11-13, brand names and/or descriptions used in this specification for bid proposal are to acquaint prospective bidders with the type of equipment (or commodity) described and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the equipment described and material offered are to be fully explained by the bidder in an accompanying letter. In the absence of any changes by the bidder, it will be presumed and required that materials as described in these specifications be delivered.

**21. WORKER AND COMMUNITY RIGHT TO KNOW**

**21.1** The successful bidder shall comply with all provisions of the Worker And Community Right To Know Act, N.J.S.A. 34:5A-1 et seq., as well as the regulations under the Act (N.J.A.C. 8:59-1.1 et seq.).

**23. COMPLIANCE WITH PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The bidder shall comply with The Public Works Contractor Registration Act, P.L. 1999, c. 238 on all bids for public works as defined in the law. Proof of compliance with this law, when it applies, must be submitted with the bid. Please note that this law defines how a bidder submits proof of compliance. This provision shall apply to all bids opened on or after April 11, 2000 and also to all contractors performing covered public work on or after April 11, 2000. Questions regarding this law may be directed to the New Jersey Department of Labor, Contractor Registration Unit at 609-292-9464.

## 24. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Upon execution of the contract with the Borough, the successful bidder shall be required to complete and submit IRS Form W-9, Request For Taxpayer Identification Number And Certification to the Borough Clerk. This requirement shall only apply to the successful bidder. Failure by the successful bidder to meet this requirement shall result in the Borough withholding such funds as required by IRS regulations.

## 25. BIDS FOR CONSTRUCTION/DISCLOSURE OF SUBCONTRACTORS

### 25.1 Definition of Construction Bid.

“Construction” means construction, alteration or repair of any public building when the entire cost of the work will exceed the bid threshold. In addition to construction bids, the Borough specifically requires that bidders identify all subcontractors in specialty trade categories for all bids where such specialty trades may be required (see below and Section 35).

### 25.2 Disclosure of Subcontractors.

a. Bidders must list in **Exhibit L**, all subcontractors that they intend to use in the specialty trade categories of: Plumbing and Gas Fitting, and All Kindred Work; Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work; Electrical Work; and Structural Steel and Ornamental Iron Work, as required to be listed by N.J.S.A. 40A:11-16. **FAILURE TO LIST THESE REQUIRED SUBCONTRACTORS SHALL BE CAUSE FOR REJECTION OF BID.** Bidders with questions regarding this process should consult their counsel.

b. Substitution of subcontractors shall be permitted only in cases of impossibility, e.g., the death of the subcontractor or where the subcontractor goes out of business.

c. The bidder's proposal will be rejected if the subcontractors listed do not comply with the requirements for the designated work tasks.

d. A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the above-referenced specialty trade categories set forth in N.J.S.A. 40A:11-16 (See **Exhibit L**), shall provide the required information with regard to that subcontractor in the appropriate spaces for each specialty trade category applicable to the contract.

A general contractor that intends to perform work in one or more of the above-referenced specialty trade categories set forth in N.J.S.A. 40A:11-16 (See **Exhibit L**) through the use of its own employees or the general contractor himself rather than through utilization of a subcontractor shall write the word “In-House” next to each applicable category and then insert the name, and the license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the



contract.

If the contract does not involve any of the above-referenced specialty trade categories set forth in N.J.S.A. 40A:11-16, the contractor shall insert the word "None" in each appropriate space provided.

e. In the event that the bidder proposes to perform **plumbing, gas fitting and all kindred work** with its own personnel, it shall follow the requirements of N.J.S.A. 45:14C-1 et seq. and N.J.A.C. 13:32-1.1 et seq.

f. In the event that the bidder proposes to perform **electrical work** with its own personnel, it shall follow the requirements of N.J.S.A. 45:5A-1 et seq. and N.J.A.C. 13:31-1.1 et seq.

## **26. NO DAMAGES FOR DELAY**

Notwithstanding anything to the contrary in the contract documents, any extension of the contract time shall be the sole remedy of the Contractor for any: (1) delay in the commencement, prosecution or completion of the work; (2) hindrance or obstruction in the performance of the work; (3) loss of productivity; or (4) other similar claims whether or not such delays are foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay including without limitation consequential or special damages, lost opportunity cost, impact damages or other remuneration. The aforementioned condition shall apply to any contract awarded as the result of this bid including but not limited to contracts for construction, goods, or services.

## **27. ALTERNATIVE DISPUTE RESOLUTION**

For construction contracts, as defined in N.J.S.A. 40A:11-50, disputes arising under the contract shall be submitted to mediation or non-binding arbitration pursuant to industry standards prior to being submitted to a court for adjudication.

## **28. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

The successful bidder shall comply with the mandatory language of the Americans With Disabilities Act as set forth in **Exhibit M** attached hereto.

## **29. COMPLIANCE WITH CONTRACTOR BUSINESS REGISTRATION PROGRAM**

Effective September 1, 2004, P.L. 2004, c. 57 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law (see attached sample Business Registration Certificate). Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor Business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid. **ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR BOROUGH CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID.** Questions regarding this law may be directed to the New Jersey Department of Taxation. To obtain a Business Registration Certificate go to: [www.state.nj.us/treasury/revenue](http://www.state.nj.us/treasury/revenue)

Click on: Business Registration & Formation. Click on: Obtain a certificate of registration.  
Click on: Obtain a certificate online.

**The Borough strongly recommends that all vendors provide their BRC (and BRC's for each subcontractor) with submission of bids.**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107330	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON NJ 08611	07/14/04	
EFFECTIVE DATE:		
01/01/01		
FORM BRC(08-01)		

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

**30. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The bidder shall complete, sign and return with bid **Exhibit N** attached hereto. Form must be completed and returned with bid regardless of whether addenda were issued by the Borough.

**31. UNIFORMED LAW ENFORCEMENT OFFICERS REQUIREMENT FORM**

Pursuant to N.J.S.A. 40A:11-23.1(c) if uniformed law enforcement officers are required

for the project, **Exhibit O** will be completed by the Borough and indicate a good faith estimate of the total cost of traffic control personnel, vehicles, equipment, administrative, or any other costs associated with additional traffic control requirements as determined by the Borough with input from any other public entity affected by the project. These estimated amounts reflect those costs above and beyond the bidder's traffic control costs.

### 32. APPROVAL AND CERTIFICATION OF BILLING

Authorization for payment of periodic billing, final payments or retainage monies require approval and certification by formal resolution of the Borough. Pursuant to P.L. 2006, c. 96, all billing amounts due under a contract with the successful bidder and all required purchasing documents must be received at least ten (10) days in advance of the next scheduled public meeting of the Borough for the month in which payment is requested. Approved and certified amounts due will be paid during the Borough's subsequent payment cycle.

### 33. PROPRIETARY GOODS

\_\_\_\_\_ **Borough to Check if applicable**

If checked off above, the goods set forth in the technical specifications have been certified as proprietary goods in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. No substitutions or equivalents will be accepted. Please see the technical specifications attached hereto.

34. Pursuant to N.J.S.A. 40A:11-16(d) &(e), if the bid requires the use of hot mix asphalt in excess of 1,000 tons, or where use may exceed this quantity, such use shall be subject to a price adjustment reflecting changes in the cost of asphalt cement.

35. Pursuant to N.J.S.A. 40A:11-16.6, all construction contracts issued by the Borough when the total price of the originally awarded contract equals or exceed \$5,000,000, shall allow for value engineering construction change orders to be approved after the award of the contract.

### 36. PERMISSION FOR BIDDER TO WITHDRAW A PUBLIC WORKS BID DUE TO A MISTAKE IN CERTAIN CIRCUMSTANCES

Effective March 4, 2011, N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a **public works bid** due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to the Procurement Officer of the Borough of Audubon, 606 W. Nicholson Road, Audubon, New Jersey 08106, Telephone: (856) 547-0711. Writing request must be provided within five business days after the

receipt and opening of the bids. The bid withdrawal shall be effective as of the postmark of the certified or registered mailing.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information **shall** be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Borough will not consider any written request for a bid withdrawal for a mistake as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within five business days following the opening of bids.

If a bidder is granted a bid withdrawal, the bidder shall be disqualified from future bidding on the same project, including whenever all bids are rejected pursuant to N.J.S.A. 40A:11-13.2

**END OF INSTRUCTIONS TO BIDDERS  
EXHIBITS BEGIN ON NEXT PAGE**

**EXHIBIT A**

**SAMPLE FORM OF BID BOND**

A. We, the undersigned

\_\_\_\_\_ as Principal and

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto

\_\_\_\_\_ in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), lawful money of the United States for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

B. THE CONDITION of the above obligation is such that whereas the Principal has submitted to the \_\_\_\_\_, a certain bid attached hereto and hereby made a part of hereto and hereby made a part of hereof, to enter into a contract in writing for the (insert type of work) \_\_\_\_\_.

C. **NOW THEREFORE:**

If said bid shall be rejected, or in the alternate, if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement required by the Bid Documents and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said bid. Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

D. THE SURETY for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extensions of the time within the "OBLIGEE" may accept such bid. And said Surety does hereby waive notice of any such extension.

E. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year set forth above.

\_\_\_\_\_(L.S.)  
PRINCIPAL

\_\_\_\_\_  
SURETY

(SEAL)

\_\_\_\_\_  
BY

**NOTE:** Bid Bond must be signed by an authorized agent or representative of a surety company and not by the individual or company submitting the bid.

**EXHIBIT B**

**SAMPLE FORM OF CONSENT OF SURETY**

BOND NO. \_\_\_\_\_  
(INSERT YOUR BOND NO. HERE)

The \_\_\_\_\_, a Corporation organized and \_\_\_\_\_ (NAME OF  
YOUR INSURANCE COMPANY)  
existing under the laws of the State of \_\_\_\_\_

and licensed to do business in the State of New Jersey, hereby consents and agrees that if the  
contract for the \_\_\_\_\_  
(INSERT BID NO. \_\_\_\_\_)

\_\_\_\_\_ AND  
ITEMS WHICH YOU ARE BIDDING).

be awarded to \_\_\_\_\_  
(NAME OF YOUR COMPANY)

the undersigned Corporation agrees with the said Borough of Audubon, 606 W. Nicholson Road,  
Audubon, New Jersey 081068 to execute the final bond as required by the specifications and to  
become the surety in the full amount of the price bid for the faithful performance of the contract.

In Witness Whereof, the undersigned Corporation has caused this agreement to be signed by its  
duly authorized representative and its Corporate Seal to be hereto affixed this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_.

The \_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

By \_\_\_\_\_  
(ATTORNEY-IN-FACT)

Countersigned by:

**NOTE:**      **Consent of Surety must be signed by an authorized agent or  
representative of a surety company and not by the individual or  
company submitting the bid.**

**EXHIBIT C**

**SAMPLE FORM OF PERFORMANCE BOND**

We, the Undersigned

\_\_\_\_\_

as Principal, and \_\_\_\_\_

\_\_\_\_\_

a Corporation organized and existing under the laws of the State of \_\_\_\_\_  
and authorized to do business in the State of New Jersey as surety are held and firmly bound unto  
\_\_\_\_\_ hereinafter called the Owner as hereinafter set forth, in the full  
and just several sums of

(a) \_\_\_\_\_

Dollars(\$ \_\_\_\_\_)

for faithful performance of the contract as hereinafter designated in Paragraph "A" and

(b) \_\_\_\_\_

Dollars(\$ \_\_\_\_\_)

for payment of labor and material as hereinafter designated in Paragraph "B" and

(c) \_\_\_\_\_

Dollars(\$ \_\_\_\_\_)

for maintenance as hereinafter designated in Paragraph "C"; lawful money of the United States of  
America; to be paid to the Owner, or its Assigns, to which payment well and truly to be made and  
done, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,  
firmly by these presents.

Sealed with our respective seals and dated this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_.

WHEREAS, the above bonded Principal has entered into a contract with the  
Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
for \_\_\_\_\_

\_\_\_\_\_

upon certain terms and conditions in said contract more particularly mentioned; and

**(Sample Form of Performance Bond – continued)**

WHEREAS, it is one of the conditions of the award of the Owner pursuant to which said contract is about to be entered into, that these presents be executed.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH:**

**A.** That if the Principal shall faithfully perform the contract on its part to be performed according to the terms of said contract, or any changes or modifications therein made as therein provided; and shall indemnify and save harmless the party of the first part mentioned in the contract aforesaid, its officers, agents and servants, and each and every one of them against and from all suits and costs of every kind and description and from all damages which the said party of the first part in said contract mentioned, or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work or through the negligence of the said party of the second part to said contract, or through any improper or defective machinery, implements or appliances used by the said party of the second part in the aforesaid work or through any act or omission on the part of the said party of the second part of its agents, servants or employees, and shall further indemnify and save harmless the party of the first part mentioned in the contract aforesaid its officers, agents and servants from all suits and actions of any kind or character whatsoever, which may be brought or instituted by any subcontractor, materialman or laborer who has performed work or furnished materials in or about the work required to be done pursuant to the said contract or by or on account of, any claims or amount recovered for any infringement of patent, trademark, or copyright; then this part of this obligation designated as part "A" shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

**B.** That if the said Principal shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or items, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; whether or not the said material and labor enter into and become component parts of the work or improvement or in any amendment, extension or addition to said contract, then this part of this obligation designated part "B", shall be void, otherwise the same shall remain in full force and effect.

**C.** That if the said Principal shall well and truly keep and perform all the obligations, agreements, terms, and conditions of such contract, on the Principal's part to be kept and performed and said Principal shall be responsible for poor workmanship done or poor materials furnished under said contract for a period of one year from the date of the completion and final acceptance by the party of the first part and mentioned in the contract, and said Principal shall pay for all labor performed and furnished and for all materials used in correcting any poor workmanship done and replacing any poor materials furnished, then this part of this obligation designated part "C", shall be void; otherwise the same shall remain in full force and effect.



**(Sample Form of Performance Bond – continued)**

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner of any extension of time for the performance of the Contract or the reduction of the retained percentages as permitted by the Contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the

Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any alterations, extension or forbearance being hereby waived.

It is further agreed that in case of default in, and/or any action arising out of rights and liabilities secured by this obligation or any part hereto or any person claiming by or through it, either may use for the purpose of establishing its, or their claim, a copy of this obligation certified by the Owner, and the action, or actions, if any, arising on the within bond, shall not be a bar to any subsequent action that may arise through any liability incurred in any other action herein, and based upon any other part of this obligation.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under their seals the day and year above written.

If Principal is an individual:

Witness:

\_\_\_\_\_

By \_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact  
(Corporate Seal)

If Principal is a partnership:

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Partner (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Partner (SEAL)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact  
(Corporate Seal)

**(Sample Form of Performance Bond – continued)**

If Principal is a corporation:

Attest:

\_\_\_\_\_

Secretary

Corporate Seal:

Attest:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_

President

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-fact  
(Corporate Seal)

Approved as to Form \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

**EXHIBIT D**

**SAMPLE FORM OF TERMS OF LETTER OF CREDIT**

1. **AMOUNT:** The amount of this letter of credit shall be for the sum of \_\_\_\_\_.  
(Amount of Contract)

2. **TERM:** The term of this letter of credit shall be in effect and irrevocable for a period commencing on the date of execution of the agreement between the Borough of Audubon and \_\_\_\_\_.  
(Name of Contractor)

and terminating one (1) year after the date of completion and final acceptance by the

Borough of the work performed pursuant to Borough of Audubon Bid No.:

\_\_\_\_\_  
(Bid No. and description of services/material to be provided)

3. **CAUSES FOR PROCEEDING AGAINST LETTER OF CREDIT:** The Borough shall have the absolute right to proceed against this letter of credit if:

(a) Contractor shall fail to faithfully perform according to the terms of the contract and Borough of Audubon Bid No. \_\_\_\_\_, or any changes or modifications therein made as therein provided; or Contractor shall fail to indemnify and save harmless the Borough of Audubon, its officers, agents and servants, and each and every one of them against and from all suits and costs of every kind and description and from all damages which the Borough, or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work or through the negligence of Contractor, or through any improper or defective machinery, implements or appliances used by contractor in the aforesaid work or through any act or omission on the part of Contractor, its agents, servants or employees; or contractor shall fail to further indemnify and save harmless the Borough, its officers, agents and servants from all suits and actions of any kind or character whatsoever, which may be brought or instituted by any subcontractors, materialman or laborer who has performed work or furnished materials in or about

the work required to be done pursuant to said contract, or by or on account of, any claims or amount recovered for any infringement of patent, trademark, or copyright; or

---

(Name of Bank)

agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the Borough of Audubon, whether or not the said material and labor enter into and become component parts of the work or improvement or in any amendment, extension or addition to said contract; or

(b) Contractor shall fail to pay all lawful sums of subcontractors, materialman, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract; or

(c) Contractor shall fail to well and truly keep and perform all the obligations, agreements, terms and conditions of such contract, on its part to be kept and performed and Contractor shall be responsible for poor workmanship done or poor materials furnished under said contract for a period of one (1) year from the date of the completion and final acceptance by the Borough of Audubon, and Contractor shall pay for all labor performed and furnished and for all materials used in correcting any poor workmanship done and replacing any poor materials furnished.

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Borough of Audubon of any extension of time for the performance of the contract shall not in any way release Contractor, its heirs, executors, administrators, successors or assigns, from its liability hereunder.

**NOTE: Letter of Credit must be signed by an authorized agent or representative of a bank or similar financial institution and not by the individual or company submitting the bid.**

**EXHIBIT E**

**STATEMENT OF CORPORATE OWNERSHIP**

In order to conform to N.J.S.A. 52:25-24.2, the Bidder must **complete and sign one** of the following statements:

1. Stockholders or Partners owning 10% or more of the company submitting the bid:

NAME

ADDRESS

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---

---

---

(If additional space is needed, please attach a separate sheet of paper)

Signature\_\_\_\_\_ Date\_\_\_\_\_

2. No Stockholder or Partner owns 10% or more of the company submitting the bid:

Signature\_\_\_\_\_ Date\_\_\_\_\_

3. This bid is being submitted by an individual who operates as a sole proprietorship:

Signature\_\_\_\_\_ Date\_\_\_\_\_

4. This bid is being submitted by a corporation or partnership that operates as a (check one of the following):

\_\_\_\_\_ Limited Partnership \_\_\_\_\_ Limited Liability Corporation

\_\_\_\_\_ Limited Liability Partnership \_\_\_\_\_ Subchapter S Corporation

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

NAME

ADDRESS

---

---

(If additional space is needed, please attach a separate sheet of paper)

Signature\_\_\_\_\_ Date\_\_\_\_\_

**EXHIBIT F**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY     )  
COUNTY OF                     )

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County of, \_\_\_\_\_  
and the State of \_\_\_\_\_ of full age, being dully sworn according to law on my oath depose and  
say that: I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the bidder making this Proposal for the above named  
project, and that I executed the said Proposal with full authority to do so; that said bidder had not,  
directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken  
any action in restraint of free, competitive bidding in connection with the above named project; and  
that all statements contained in said Proposal and in this affidavit are true and correct, and made  
with full knowledge that the State of New Jersey relies upon the truth of the statements contained  
in said Proposal and in the statements contained in this affidavit in awarding the contract for the  
said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure  
such contract upon an agreement or understanding for a commission, percentage, brokerage or  
contingent fee, except bona fide employees or bona fide established commercial or selling  
agencies maintained by \_\_\_\_\_ (N.J.S.A.  
52:34-15) (Name of Contractor)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Also type or print name of bidder  
under signature)

\_\_\_\_\_  
Notary Public

**EXHIBIT G**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.



## EXHIBIT H

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the

Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time, and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State

court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the

area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

**EXHIBIT I**

**QUESTIONNAIRE ON SUPPLY/SERVICE CONTRACTS**

Please complete this questionnaire and submit it with your bid. Any necessary forms will be sent to you by the Borough upon award.

1. Our Company has a Federal Affirmative Action Plan Approval.

YES \_\_\_\_\_ NO \_\_\_\_\_

A. If yes, submit a photostatic copy of said approval.

B. If no, submit a photostatic copy of the New Jersey Certificate of Employee Information Report.

NONE OF THE ABOVE \_\_\_\_\_

2. We have neither State nor Federal Affirmative Action evidence. Please send us Form AA-302 (Affirmative Action Employee Information Report application). (Check if applicable \_\_\_\_\_).

I certify that the above information is correct to the best of my knowledge.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE : \_\_\_\_\_

DATE: \_\_\_\_\_

**AN EQUAL OPPORTUNITY EMPLOYER**

**EXHIBIT J**

**AFFIRMATIVE ACTION PLAN MBE/WBE TRACKING FORM**

Definitions:

A **Minority Business Enterprise (MBE)** is as "a business which is independently owned and operated and is at least 51% owned and controlled by minority group members". Minority group members are defined as "persons who are Black, Hispanic, Portuguese, Asian-American, American Indian or Alaskan Natives"

A **Women Business (WBE)** is defined as "a business which is independently owned and operated and is at least 51% owned and controlled by women".

Using the definitions above, please check the following space which best describes your firm:

\_\_\_\_\_ **Minority Business Enterprise (MBE)**

\_\_\_\_\_ **Women Business Enterprise (WBE)**

\_\_\_\_\_ **Neither**

**EXHIBIT K**

**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION -  
LOWER TIER COVERED TRANSACTIONS**

I am \_\_\_\_\_ of the firm of \_\_\_\_\_,  
(your title) (name of your organization)  
\_\_\_\_\_  
(state the address of your organization)

**CHOOSE ONE OF THE FOLLOWING**

( ) A. I hereby certify on behalf of \_\_\_\_\_ that  
(name of your organization)

neither it nor its principals are debarred, suspended, proposed for  
debarment, declared ineligible, or voluntarily excluded from  
participation in this transaction by any federal or state department,  
agency, or office.

( ) B. I am unable to certify to any of the statements set forth in this  
certification. I have attached an explanation to this form.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name & Title)

\_\_\_\_\_  
(Date)

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the contracting firm is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contracting firm knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government and/or State Government, the Borough may pursue available remedies including suspension and/or debarment.
3. The contracting firm shall provide immediate written notice to the Borough if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Borough for assistance in obtaining a copy of those regulations.
5. The contracting firm agrees by submitting this certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
6. The contracting firm further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all subcontracts to this agreement as authorized by the Borough.



**EXHIBIT L**

**BIDS FOR CONSTRUCTION  
DISCLOSURE OF SUBCONTRACTORS**

Please list the subcontractors for the specialty trade categories listed below. If you intend to perform the work through your own employees or by yourself rather than through utilization of a subcontractor, write the word "In-House" next to each applicable category and insert the name, and license number where required, of each person in the appropriate spaces. If the contract does not involve a specialty trade listed below, write the word "None" in the appropriate space. For further instructions, see Paragraph 26 herein. **DO NOT LEAVE ANY SPACE BLANK.**

**1. Plumbing and Gas Fitting and All Kindred Work:**

Name: \_\_\_\_\_ N/A \_\_\_\_\_

Address: \_\_\_\_\_

License Number: \_\_\_\_\_

**2. Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work:**

Name: \_\_\_\_\_ N/A \_\_\_\_\_

Address: \_\_\_\_\_

License Number: Not Applicable

**3. Electrical Work:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

License Number: \_\_\_\_\_

**4. Structural Steel and Ornamental Iron Work:**

Name: \_\_\_\_\_ N/A \_\_\_\_\_

Address: \_\_\_\_\_

License Number: Not Applicable

## **EXHIBIT M**

### **AMERICANS WITH DISABILITIES ACT OF 1990** **(Equal Opportunity for Individuals with Disability)**

The contractor and Borough of Audubon (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My Commission expires:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title  
(Type or Print)

EXHIBIT N

**BOROUGH OF AUDUBON  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

**BIDDER REQUIRED TO COMPLETE AND RETURN FORM WITH BID REGARDLESS OF  
WHETHER ADDENDA WAS ISSUED.  
FAILURE TO COMPLETE AND RETURN FORM IS A FATAL DEFECT WHICH CANNOT BE  
CURED AND BID WILL BE REJECTED.**

**A.** Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Initial</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**OR:**

**B.** Bidder acknowledges to the best of his/her knowledge no addendum has been issued by the Borough: \_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

**Bidder is required to complete, sign and submit form with bid regardless of whether addenda were issued. Failure to complete and return form is a fatal defect which cannot be cured and bid will be rejected. See: N.J.S.A. 40A:11-23.2**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name of Authorized Individual)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT O**

**BOROUGH OF AUDUBON  
UNIFORMED LAW ENFORCEMENT OFFICERS REQUIREMENT**

Pursuant to N.J.S.A. 40A:11-23.1(c), the Borough has determined the following:

- ( x )      Uniformed law enforcement officers **are not required** for the project.
- (    )      Uniformed law enforcement officers **are required** for the project.

Reasonable estimate of costs for the following:

traffic control personnel	\$ _____
vehicles	\$ _____
equipment	\$ _____
administrative	\$ _____
other (specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total costs	\$ _____

The above costs associated with additional traffic control required by the Borough have been reasonably estimated in cooperation and consultation with the following municipalities affected by the project.

Name of Municipality	Contact person
_____	_____
_____	_____
_____	_____
_____	_____

**EXHIBIT P**

**BACKGROUND QUESTIONNAIRE**

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company \_\_\_\_\_

Name and address of officers: \_\_\_\_\_

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

**EXPERIENCE**

1. How many years has your organization been in business as a general contractor under your present business name? \_\_\_\_\_
2. How many years experience in this type of construction work has your organization had?  
\_\_\_\_\_
3. What are the latest projects (within the last five years) your organization has completed?  
(Attach additional pages if necessary)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	_____	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)?

If so, where and why? \_\_\_\_\_  
\_\_\_\_\_

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)?\_\_  
\_\_\_\_\_

If so, state the name of individual, position and the name of the other organization

\_\_\_\_\_  
\_\_\_\_\_

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

\_\_\_\_\_  
\_\_\_\_\_

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT Q**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**  
**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us.treasury/purchase/pdf/Chapter25List.pdf>

Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification and return it with the bid will render a bidder's proposal non-responsive and the bid will be rejected.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25, ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO  
INVESTMENT ACTIVITIES IN IRAN - add additional sheets if necessary.**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing below:

Name of Entity: \_\_\_\_\_; Relationship to Bidder: \_\_\_\_\_

Description of Activities: \_\_\_\_\_  
\_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Offeror Contact Name: \_\_\_\_\_; Contact Phone: \_\_\_\_\_

**Sign Certification - next page**



**EXHIBIT Q - continued**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**BIDDER:** \_\_\_\_\_

**Certification:**

**I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder, that the Borough of Audubon is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Audubon, permitting the Borough to declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## BID FORM

The Bidder has carefully examined the specifications, plans and form of contract for the project named above. The Bidder has made himself familiar with the site, and will contract to carry out and complete said project as specified and delineated at the price per unit measure or lump sum for each scheduled item of work stated in the following proposal.

It is understood that the Total Price for the entire contract stated by the undersigned in the Schedule is based on the estimated quantities and will control in the awarding of the contract. It is further understood that the quantities stated in this Schedule of Prices for the various items are estimated only and may be increased or decreased. Payment will be made only for the actual quantity of authorized work done under each scheduled item.

The Bidder agrees that the price bid shall apply to actual quantities required, approved and used during the Work, including Addenda. He further agrees to complete the entire work for this Contract within **NINETY (90) CALENDAR DAYS** from the date specified in the Notice-to-Proceed. He further agrees that the work will be substantially completed for this Contract within **SEVENTY-FIVE (75) CALENDAR DAYS** from the date specified in the Notice-to-Proceed.

The Bidder hereby agrees to be bound by the award of the Bid, and if awarded the Contract on this Bid, to execute the Contract and the required Bonds and Insurance Certificates, and to furnish all other information and documents required by the Contract Documents within the time limits specified.

The Bidder understands that the Borough of Audubon (the Borough) reserves the right to reject any or all Bids, or to waive any informality or technicality of any Bid, in the interest of the Borough of Audubon.

If this Bid shall be accepted by the Borough, and the Bidder shall fail to execute the Contract as aforesaid, then the Borough shall be entitled to recover from the Bidder the Bid Bond, and any other penalty specified in the Contract Documents.

The signer of this Proposal as Bidder declares:

That he has received and examined the Contract Documents, including the Advertisement for Bidders, Instructions to Bidders, Contract Agreement, General Conditions, Supplementary Conditions, Specifications, and Addenda, if any.

That he has examined the site of the work.

In submitting this Proposal, Bidder agrees:

To accept the provisions of the Instructions for Bidders including disposition of Bid Security.

## **BID FORM (CONTINUED)**

To enter into and execute a Contract, if awarded on the basis of this Proposal, and to furnish the Surety Bonds required by the General and Supplementary Conditions.

To accomplish the work in accordance with the Contract Documents and to complete the work in the time stipulated in the Information for Bidders.

The bidder understands that a detailed and balanced schedule of values will be required under this contract. Bidder understands and agrees that not all items under the Owner approved schedule of values will be necessary under this contract and that the Owner may elect not to authorize the Contractor to perform work under an individual item(s). The bidder also understands that the Owner may increase or decrease the quantity of work to be done under any item and that the Contractor will only be paid for actual quantity of work provided based on the prices delineated under the Owner approved schedule of values.

It is recognized that no two pieces of equipment and no two products are engineered or designed exactly the same. Trade names, brand names and models specified herein are provided to establish a minimum standard of quality acceptable to the Borough for this bid. Substitute brands, makes and models shall be considered and reviewed on the basis of their ability to perform the specified tasks or provide the same quality of goods as specified in the Borough's bid. This is known as an "Equivalent".

If the bidder seeks to provide an Equivalent product or good, the bidder shall with its bid submission provide the specifications or cut sheets for such proposed Equivalent product or good. The Borough's Architect/Engineer for the bid shall review the submission provided by the bidder to determine whether the product or good is an Equivalent to the bid specification. The Borough's Architect/Engineer for the bid shall have the final decision on whether a bidder's submitted product specifications are an Equivalent to the named product(s) or good(s) in this bid. If it is determined the bidder's submission is not an equivalent, the bid shall be rejected for non-conformance with bid specifications.

Any or all Bids for this Project may be rejected if they are non-conforming, non-responsive, or conditional. A Bid may be rejected for failure to comply with requirements of the Contract Documents.

The OWNER reserves the right to award this contract based on the lowest price bid for the items of work delineated under the Base Bid depending on availability of funds.

The Bidder proposes to furnish all labor, materials and equipment required to complete the work in every detail, in accordance with the plans, specifications and other contract documents, see Section 011000 for Summary of Work, prepared by Bach Associates, at and for the following Prices:

## BID FORM (CONTINUED)

### Base Bid

The below (in numbers) and the following (in words) lump sum base bid includes all labor, superintendence, materials, tools, transportation, plant and equipment and all means of construction necessary and reasonably incidental to complete all the work and improvements to be performed under the Base Bid as specified in the Bid Documents and Specifications for "Audubon Municipal Building Security Improvements" as prepared by Bach Associates, PC and dated February 7, 2022.

Materials and labor obviously a part of the work and necessary for the proper installation and/or operation of same, although not specifically indicated on the Contract Drawings, the specifications, and /or listed on this Proposal bid form and will be provided as if called out in detail at no additional cost to the Owner.

### Construction Allowance

A \$5,000 lump sum allowance is to be included in the total price bid and is intended to be used if and where directed for work associated with the project, throughout the course of construction.

### Total Bid Amount: BASE BID including \$5,000 CONSTRUCTION ALLOWANCE:

\$

---

(Amount in Numbers)

---

(Amount in Words)

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

**BID FORM (CONTINUED)**

BIDDER'S SIGNATURE:

A. If a Corporation:

Name of Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

Dated: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Incorporated under the laws of the State of: \_\_\_\_\_

B. If a Partnership, Individual, or Non-Incorporated Organization:

Name of Business Entity: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

Title of Person Signing: \_\_\_\_\_

Dated: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

END OF DOCUMENT

## **AGREEMENT FORM**

1. Owner-Contractor Agreement Form: AIA A101, Owner-Contractor Agreement Form - Stipulated Sum. A draft of the agreement is included as an appendix to these specifications.

**END OF SECTION**

## DEFINITIONS

For the purposes of these specifications, and the accompanying drawings, the following definitions shall apply. This listing of definitions is not intended to be all-inclusive, but rather a clarification of several terms which are commonly used within these documents to describe the contractor's responsibilities under this contract. All other terms shall be defined by the current edition of Webster's unabridged dictionary, and, where appropriate, the best standards of the construction industry.

- 1.1 ALLOWANCE - Final scope for a certain item will be made in the future by the Owner. The Contractor is to include a specified amount of funds in the base contract to cover each identified task in the base bid. Expenditure of Allowance funds shall be substantiated by paid invoices or other means prior to being approved for payment. Unspent Allowance funds shall be credited back to the Owner.
- 1.2 BID ALTERNATE - A specifically stated portion of the work which is to be bid separately from the base bid, and which the owner may, at their sole discretion, decide to accept or reject in order to meet budgetary requirements. A *bid alternate* will be an "Add Alternate" describing work which would result in a more costly project.
- 1.3 BUILDER'S OPTION - Where an alternative material/method may be identified as equally satisfactory, a *builder's option* may be stated, which allows the contractor to choose among the stated alternatives in order to achieve the best price for the work. The Contractor shall identify which method will be utilized, and remain consistent throughout the project. No change orders shall be awarded if a contractor elects to use the more costly material/method available from the stated *builder's option(s)*.
- 1.4 UNIT PRICE - Due to the undefined nature of certain aspects of the work (especially so in renovation projects where it is likely that concealed conditions will exist which will have an impact on the scope of repair work), the Owner may request *Unit prices* in order to predetermine the costs associated with specific products or activities of the Contractor. *Unit prices* will be established for selected items and/or specific improvements and will be referred to as the basis of approval for any change orders requested, where applicable. A list of *unit prices* will be provided to each subcontractor by the Owner, as applicable for their trade(s), and the costs will be negotiated prior to commencement of the work.

END OF SECTION

## APPENDIX

A101 OWNER/CONTRACTOR AGREEMENT FORM	7 pages
A201 GENERAL CONDITIONS	54 pages
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A101 OWNER/CONTRACTOR AGREEMENT FORM

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Borough of Audubon  
606 West Nicholson Road Audubon,  
New Jersey 08106 Telephone  
Number : (856) 547-0711 Fax  
Number: (856) 546-4749

and the Contractor:  
(Name, legal status, address and other information)

\_\_\_\_\_

for the following Project:  
(Name, location and detailed description)

Audubon Municipal Building  
Security Improvements  
606 W. Nicholson Road Audubon, New Jersey  
08106

The Architect:  
(Name, legal status, address and other information)

Bach Associates, PC, Professional Corporation  
304 White Horse Pike  
Haddon Heights, New Jersey 08035  
Telephone Number: (856) 546-8611  
Fax Number: (856) 546-8612

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA<sup>®</sup> Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Shop drawings, submittals, etc can be commenced after Notice to Proceed has been given by Owner or Architect.

**3.2** The Contract Time shall be measured from the date established in the Notice to Proceed.

*(Paragraph deleted)*

**3.3** §The Contractor shall achieve Substantial Completion of the entire Work not later than seventy-five (75) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work****Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

Liquidated damages shall be \$500.00 per calendar day.

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be -

(\$ ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

**§ 4.3** Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

**Item****Units and Limitations****Price Per Unit (\$0.00)**

NA

NA

NA

**§ 4.4** Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

**Item****Price****ARTICLE 5 PAYMENTS****§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The exact schedule of Application for Payment submittals will be established at the Pre-Construction Meeting.

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than two weeks prior to the first Tuesday of a month, the Owner shall authorize same payment of the certified amount to the Contractor not later than the first day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract



Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other 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 allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .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 ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made as follows:

The Contractor shall submit a separate voucher for the full amount of the retainage along with the Consent of Surety, A.I.A. Form G707A and the Contractor shall be required to furnish a Maintenance Bond for 100% of the Project Cost for a period of two (2) years from the Date of Final Acceptance.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 NON-BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other *(Specify)*

THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY SUCH LITIGATION AND CONSENT TO ANY LITIGATION BEING TRIED BY A JUDGE SITTING WITHOUT A JURY.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

No interest

§ 8.3 The Owner's representative:

*(Name, address and other information)*

Rob Jakubowski, Mayor  
606 West Nicholson Road  
Audubon, New Jersey 08106  
Telephone Number: (856) 547-0711  
Fax Number: (856) 546-4749

**§ 8.4** The Contractor's representative:  
(Name, address and other information)

A person named by the Contractor and approved by the Owner/Architect

**§ 8.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

**§ 8.6** Other provisions:

The Drawings, Specifications and any addendums shall be considered as part of this Contract.

## **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 9.1.1** The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

**§ 9.1.2** The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

**§ 9.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

**9.1.4 §** The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Specification Section 003002 TABLE OF CONTENTS in Volume 1 of the Project Specifications for the Audubon Municipal Building Security Improvements project, dated February 7, 2022, for a complete list of project specifications.

**§ 9.1.5** The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Specification Section 003003 SCHEDULE OF DRAWINGS in Volume 1 of the Project Specifications for the Audubon Municipal Building Security Improvements project, dated February 7, 2022, for a complete list of drawings.

**§ 9.1.6** The Addenda, if any:

Number	Date	Pages
-	-	-

**§ 9.1.7** Additional documents, if any, forming part of the Contract Documents:

.1 The Drawings, Specifications and any addendums shall be considered as part of this Contract.



**.2** Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

N/A

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance and Payment Bond	100% Contract Value
Maintenance Bond	100% Contract Value - 2 years

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER**(Signature)

Rob Jakubowski, Mayor

(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

(Printed name and title)



A201 GENERAL CONDITIONS



# Document A201™ – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

Audubon Municipal Building Security Improvements  
606 W. Nicholson Road  
Audubon, New Jersey 08106

### THE OWNER:

(Name, legal status and address)

Borough of Audubon  
606 West Nicholson Ave  
Audubon, New Jersey 08106

### THE ARCHITECT:

(Name, legal status and address)

Bach Associates, PC  
304 White Horse Pike  
Haddon Heights, New Jersey 08035

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### ADDITIONS AND DELETIONS:

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and 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 Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

### § 1.7 EXECUTION OF CONTRACT DOCUMENTS

§ 1.7.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon Request. *The Agreement shall be signed in not less than quadruplicate by the Owner and Contractor.*

§ 1.7.2 Execution of the contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. *Execution of the contract by the Contractor is a representation that said Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work therein to enter into the Contract and that the Contract Documents are sufficient to enable it to construct the Work outlined therein, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial Completion established in the Agreement. The Contractor further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, Contractor specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to: (1) the nature, location and character of the Project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the*

*manner and within the cost and time frame required by the Contract Documents, In connection with the foregoing, and having carefully examined all Contract Documents, as aforesaid, and having visited the site, the contractor acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Architect of such fact.*

*§ 1.7.3 The Contract Documents include all items necessary for the proper execution and completion of the Work by the Contractor. The Work shall consist of all items specifically included in the Contract Documents as well as all additional items of work which are reasonably inferable from that which is specified in order to complete the Work in accordance with the Contract Documents, The Contract Documents are complementary, and what is required by any one Contract Document shall be as binding as if required by all. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to the Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.*

*If any such differences or conflicts were not called to the Owner's and Architect's attention prior to submission of bids, the Architect shall decide which of the conflicting requirements will govern based upon the most stringent of the requirements, and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.*

§ 1.7.3.1 The term "reasonably inferable" includes work necessary to "provide" work indicated or specified, as defined in section: Definitions and Standards; that is: furnish and install, complete, in place and ready for use.

§ 1.7.3.2 Details referenced to portions of the Work shall apply to other like portions of the Work not otherwise details.

§ 1.7.3.3 The Contractor shall request the Architect/Engineer's interpretation of apparent discrepancies, conflicts, or omissions in the Specifications and Drawings. Subcontractors shall forward such requests through the Contractor. Such requests, and the Architect/Engineer's interpretation, shall be in written form; other forms of communications shall be used to expedite resolution of concerns, but will not be binding.

§ 1.7.4 Explanatory notes shall take precedence over conflicting drawn note indications. Large scale drawings shall take precedence over small scale drawings. Figured dimensions shall take precedence over scaled measurements. Should contradictions be found, the Architect shall determine which indication is correct.

§ 1.7.5 When more than one material, brand, or process is specified for a particular item of Work, the choice shall be the Contractor's. Contractor may, after notifying the Architect and Owner, select the one it considers to be the best. Approval by Architect or Owner of materials, suppliers, processes, or Subcontractors does not imply a waiver of any Contract requirements including, without limitation, Contractor's warranty.

§ 1.7.6 In all cases, the details, drawings, and specifications shall be checked with existing conditions and with work in place, and variations, if any, shall be referred by the Contractor to the Architect for adjustment, as the Contractor will be responsible for the fit or work in place.

§ 1.7.7 When a profile, section or other finished condition is shown, furring or other method of obtaining such finished conditions shall be provided. The drawings may show work fully drawn out or only a portion thereof, the remainder being in outline, the drawn out portions apply to other like or similar places.

§ 1.7.8 Where it is required in the specifications that materials, products, processes, equipment, or the like be installed or applied in accordance with manufacturer's instructions, directions, or specifications, or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with printed material concerned for use under conditions similar to those at the job site. Three copies of such instructions shall be furnished to the Architect and his written approval thereof obtained before work is begun.

§ 1.7.9 Any material specified by reference to the number, symbol, or title of a Commercial Standard, Federal Specification, ASTM Specification, trade association standard, or other similar standards, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto in effect one month prior to the date on which bids are opened and read except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. The Architect will furnish upon request information as to how copies of the standards referred to may be obtained.

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

*(Paragraph deleted)*

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 2.2.1** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.2** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

*(Paragraphs deleted)*

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, *or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time or fails to remove and discharge (within ten days) any lien filed upon Owner's property by anyone claiming by, through, or under Contractor, or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents*, the Owner may issue a written order to 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.

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period 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, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

*(Paragraph deleted)*



**§ 3.1.1.1** The term "Contractor" shall mean the respective Prime Contract person or entity identified as such in the Owner Contractor Agreement, for each respective Prime Construction Contract, as responsible for the supervisory control over allocation, coordination of all SubContractors or trades, performance and completion of all portions of the Work, including cooperation with those doing portions of the Work under Separate Contract with the Owner.

**§ 3.1.1.2** The term "Contractor" shall mean and apply with equal force to each respective Prime Contractor and all other Contractors having a direct Contract with the Owner, or with each respective Contractor or other Prime Contractor for other branches of the Work, or his authorized representative.

**§ 3.1.2** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** In addition to and not in derogation of Contractor's duties under Paragraph 1.7.2 and 1.7.3, the Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a prudent and experienced contractor in advance and that are not in the nature of items described in and intended to be covered in Paragraph 1.7.2 and 1.7.3 unless the Contractor recognized or reasonably should have recognized such error, inconsistency or omission and failed to report it to the Architect. If the Contractor performs any construction activity involving an error, inconsistency or omission in the Contract Documents that the Contractor recognized or reasonably should have recognized without such notice to the Architect, the Contractor shall Assume Complete Responsibility for such performance and shall bear the full amount of the attributable costs for correction.

**§ 3.2.1.1** If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any member of its organization, or any of its Subcontractors, the Contractor shall be responsible for notifying the Architect in writing of such error, inconsistency, or omission before proceeding with the Work. The Architect will take such notice under advisement and within a reasonable time commensurate with job progress render a decision. If Contractor fails to give such notice and proceeds with such Work, it shall correct any such errors, inconsistencies, or omissions at no additional cost to the Owner.

**§ 3.2.1.2** Deviations from the Construction documents must be noted by the Prime Contractor at the time of shop drawing submission. Failure to do so will result in the implication of Section 3.2 of the General Conditions and Paragraph 3.2.1 and 3.2.1.1 above.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor

shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.3.4** The Contractor, when requested by the Architect, shall meet with representative of the Architect at all times and furnish all information requested; he shall allow the Architect to inspect the work at all times. Neither the Owner, nor the Architect shall be liable to the Contractor for extra compensation or damages for interference or delays on account of any such meetings, information, or inspections so requested or other acts of the Architect done in good faith and within the scope of their employment by the Owner.

**§ 3.3.4.1** In addition the Contractor is entrusted with the oversight, management control, and general direction of this project to insure that all contract completion dates are met. In the event that there are any delays caused to any subcontractor on this project, liability shall lie with the Contractor and not with the Owner.

**§ 3.3.5** The contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

**§ 3.3.6** The Contractor shall establish and maintain bench marks and all other grades, lines and levels necessary for the Work, report errors or inconsistencies to the Architect before commencing Work, and review the placement of the building(s) and permanent facilities on the site with the Owner and Architect after all lines are staked out and



before foundation Work is started. Contractor shall provide access to the Work for the Owner, the Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by contractor or its Subcontractor (of any tier) on adjacent properties due to construction as revealed by an improvement survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of the Contractor, and Contractor shall correct such encroachments within thirty (30 ) days of the improvement survey (or as soon thereafter as reasonably possible), at contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

### **§ 3.3.7 Coordination:**

**§ 3.3.7.1** In the case of a single prime Contract, the General Contractor becomes the sole responsible party for the coordination of the entire project, and all other prime contractors shall mean subcontractors; In the case of a multiple Prime Contract, the General Contractor shall also be responsible to coordinate the relationships among the Prime Contractors.

**§ 3.3.7.2** The General Contractor shall be responsible to coordinate and expedite the total construction process and all of its parts. The Owner relies upon the organization, management, skill, cooperation and efficiency of the General Contractor to supervise, direct, control and manage the work and to coordinate and expedite the efforts of the other prime contractors and subcontractors so as to deliver the work conforming to the contract within the schedules time. The General Contractor is responsible for Proper sequence and coordination. It shall determine the location of work and resolve conflicts amongst Contractors.

**§ 3.3.7.3** The General Contractor and all other prime contractors shall provide a qualified full-time staff member or members (i.e.: project managers, superintendent, or foreman) to oversee their own work and the work of their sub-contractors. Should the Prime contractor be responsible for multiple projects at different sites, then such prime contractor shall provide a separate qualified superintendent for each of the projects. In addition, the General Contractor shall provide a qualified full-time superintendent or members to provide mechanical and electrical coordination and perform coordination with all their subcontractors.

**§ 3.3.7.4** The Contractor's superintendent and/or foreman will at all times be subject to the approval of the Architect and Construction manager. The Architect and Construction Manager reserves the right to require the contractor to replace the superintendent and/or foreman if, in the opinion of the Architect and Construction Manager, the superintendent and/or foreman is not performing satisfactorily.

**§ 3.3.7.5** Each prime contractor shall coordinate his activities with the activities of other contractors.

**§ 3.3.7.6** All questions pertaining to the work are to be made to the Architect/Engineer sufficiently in (via an RFI Form) advance of construction to permit comparisons, investigations, or references to drawings and shop drawings as necessary.

**§ 3.3.7.7** The General Contractor is required to submit a site logistics plan coordinating all Owner functions with the access and safety of the job site.

**§ 3.3.7.8** The Contractor is required to coordinate all the inspection and material testing to meet the contract document specifications.

**§ 3.3.7.9** The Contractor has full and sole responsibility for construction methods and implementation of a "quality control system" to insure coordination.

**§ 3.3.7.10** The Contractor is responsible for field verification of all dimensions/measurements for the coordination of materials and trades. Check field dimensions, clearances, relationships to available space, and anchors.

**§ 3.3.7.11** The Contractor shall make all necessary arrangements to conduct work so that all parts shall be carried harmoniously and simultaneously or sequentially, so as components or increments of the same shall not interfere or retard the progress of others.

§ 3.3.7.12 Minor changes in locations of equipment, parts, etc due to field conditions shall be made, if so directed, at no additional cost.

§ 3.3.7.13 The Contractor shall coordinate the delivery, unloading, movement, relocation, storage and protection of all materials.

§ 3.3.7.14 The Contractor shall examine the drawings and dimensions and is responsible for satisfactory joining and fitting of all parts of the work.

§ 3.3.7.15 Accurate dimensions, sleeved and opening drawings are to be submitted prior to placement in the field.

§ 3.3.7.16 Prepare coordination drawings for all above ceiling areas throughout the entire project. Drawings showing all piping, duct, cabletrays, electrical ductbanks, and similar items, but not electrical conduit less than 4 inches in diameter. Complete architectural, mechanical and electrical reflected ceiling layouts, (including ductwork, conduits, piping, lighting, etc.).

§ 3.3.7.17 The Contractor is responsible for any omissions of the subcontractors and is required to provide a complete operating facility.

§ 3.3.7.18 The General Contractor shall be responsible for preserving the integrity of ceiling heights and room sizes.

#### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 ALLOWANCES**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the

proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, 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.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, 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.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified

materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

**§ 3.12.11** Detailed requirements are specified in the Division 1 section 01300 relating to "Submittals".

**§ 3.12.12** All shop drawings are to include manufacturer's data. All shop drawings and samples are to be submitted by the Contractor to the Architect for review. Each sheet of the shop drawings shall identify the project, contractor, subcontractor, and fabricator or manufacturer and the date of the drawings. All shop drawings shall be numbered in consecutive sequence and each sheet shall indicate the total number of sheets in the set.

**§ 3.12.13** Substitutions: All substitutions or deviations from plans and specifications must be clearly noted as such on all shop drawings. Contractor shall identify, coordinate and pay for any additional requirements as a result of substitutions, deviations, etc. including necessary change orders. In addition, substitution submittals shall be made no later than 30 days after Notice to Proceed in order to provide time for comparison review.

### **§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.



§ 3.13.1 Location and weights of all equipment and materials that the Contractor intends to place on the slab shall be submitted to the Architect for review.

§ 3.13.2 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§ 3.13.3 The contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner.

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Building in the event of partial occupancy, as more specifically described in Paragraph 9.9.

§ 3.13.5 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.13.6 The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such and suggest alternatives through which the same results can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements and collective bargaining agreements applicable to use and occupancy of the Project site and the Building

§ 3.13.7 The General Contractor shall provide a temporary construction fence whether shown on the Contract Documents or not as required to separate the area or areas under construction from the Owners area or areas used by the public. The temporary fencing shall be approved by the Owner prior to installation.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

**§ 3.15.3** Each Prime Contractor shall perform all daily clean up and removal of debris from the site including that of his subcontractors. Each Prime Contractor shall maintain an adequate supply of laborers to accomplish daily clean up and removal of debris from the site and work areas. No debris will be allowed to accumulate in or around the building including masonry debris. This building site must be maintained free of all litter and debris on a daily basis. No accumulation of flammable material is permitted. Prior to installation of finishes the floors will be swept and kept free of dust and dirt until turned over to the owner.

**§ 3.15.4** Cleaning and debris removal may be considered a safety concern by judgment of the Owner or his agents and as such the work may be stopped to provide time and labor for immediate clean up.

**§ 3.15.5** Final Clean-Up: The General Construction Contractor has the responsibility for the final clean-up and policing of the entire site after other contractors have removed their own waste materials, rubbish, equipment, tools and plant. In addition thereto, the General Construction Contractor shall have a professional cleaning company perform the following immediately prior to the Architect's inspection for Substantial Completion:

**§ 3.15.5.1** Removal of all manufacturer's temporary labels from materials, equipment and fixtures.

**§ 3.15.5.2** Removal of all stains from glass and mirrors; wash, polish, inside and outside.

**§ 3.15.5.3** Removal of marks, stains, finger prints, other soil, dust, dirt, from painted, decorated, or stained woodwork, plaster or plasterboard, metal, acoustic tile, and equipment surfaces.

**§ 3.15.5.4** Remove spots, paint, soil, from resilient flooring.

**§ 3.15.5.5** Remove temporary floor protections; clean, strip and provide three (3) coats of wax on new VCT floors or otherwise treat as directed by the material manufacturer's recommendation, all finished floors. Final vacuum all carpet.

**§ 3.15.5.6** Clean all interior finished surfaces, including doors and window frames, and hardware required to have a polished finish, of oil, stains, dust, dirt, paint, and the like; leave without finger prints, blemishes.

**§ 3.15.5.7** Final site clean-up shall extend beyond the Contract Limit Lines as reasonably required to insure the complete removal of all construction debris from the entire site, including staging areas.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

**§ 3.16.1** The Contractor shall promptly notify the Architect/Engineer and Owner of the presence of hazardous conditions at the site, including the start of hazardous operations or the discovery or exposure of hazardous substances.

**§ 3.16.2** Contractor shall be responsible for snow plowing and snow removal as required to maintain access/egress to construction area.

**§ 3.16.3** Contractor shall keep only necessary equipment on site and shall cooperate with the Owner regarding location of stored material.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.1.1** Contractor for itself, its successors and assigns, agrees to indemnify and save Owner, its successors, assigns, employees, agents, architects and engineers, harmless from, and against any and all claims, demands, damages, actions or causes of action, together with any and all losses, costs or expenses in connection therewith or related thereto, including but not limited to attorney fees for costs of suit, for bodily injuries, death or property damage arising in or in any manner growing out of the work performed, or to be performed under this Contract whether or not caused by fault or negligence of Owner. Contractor, for itself, its successors and assigns, hereby expressly agrees to waive any provision of the applicable State's Workers' Compensation Act, including Section 303(b), whereby the contractor could preclude its joinder as an additional defendant or avoid liability for damages, Contribution or Indemnity in any action at law, or otherwise where Contractor's employee or employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against the Owner, its successors, assigns employees, agents, engineers or architects, Contractor, of itself, its successors and assign, agrees to indemnify the Owner, its successors, assigns, employees, agents, architects, Construction Manager and engineers against all fines, penalties or losses incurred for, including but not limited to attorney fees and costs of suit, or by reason of the violation by Contractor in the performance of this Contract, of any ordinance, regulation, rule of law of any political subdivision or duly constituted public authority. Without limiting the foregoing, the Contractor, at the request of Owner, its successors, assigns, employees, agents, architect, Construction Manager or engineers, agrees to defend at the Contractor's expense any suit or proceeding brought against Owner, its successors, assigns, employees, agents, architect, Construction Manager or engineers, due to, or arising out of the work performed by the Contractor.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment.



The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect 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 Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect'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 Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; 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 pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

*(Paragraph deleted)*

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect 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.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**§ 5.2.1** 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 Architect 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 Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### **§ 5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by

terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

*(Paragraphs deleted)*

§ 5.3.1 The Contractor shall obligate each subcontractor specifically to comply with the New Jersey Plan of Affirmative Action to avoid discriminatory practice in employment.

§ 5.3.2 The Contractor shall obligate each subcontractor to comply with the applicable prevailing wage schedule of the Department of Labor of the State of New Jersey.

§ 5.3.3 The Contractor shall obligate each Subcontractor to comply with the Public Works Contractor Registration Act of the State of New Jersey.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE ALL WORK. All trades have a mutual obligation to coordinate their work with the other trades and cooperate as necessary with the Contractor, Construction Manager if applicable, and the Construction schedule – to complete the work as required by the Owner. The Construction Manager if applicable will provide assistance to the Contractor for coordination between their work and the Owner. The Contractor is required to have their superintendent or foreman on site at all times when their work or that of their subcontractors is in progress.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

## **§ 6.2 MUTUAL RESPONSIBILITY**

**§ 6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, *should the Contractor be damaged by any other separate Contractor on the work by reason of such other Contractor's failure to perform properly his Contract with the Owner, no action will lie against the Owner and the Owner shall have no liability therefore, but the Contractor may assert his claim for damage against such separate Contractor as a third party beneficiary under the Contract between such other Contractor and the Owner.*

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5, *should the Contractor be damaged by any other separate Contractor on the work by reason of such other Contractor's failure to perform properly his Contract with the Owner, no action will lie against the Owner and the Owner shall have no liability therefore, but the Contractor may assert his claim for damage against such separate Contractor as a third party beneficiary under the Contract between such other Contractor and the Owner.*

**§ 6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible as the Owner determines to be just, based on the recommendation of the Architect.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 GENERAL**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.1.1** A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time and the Contractor shall have no claim therefor unless it shall, prior to complying with same and in no event no later than 10 working days from the date such direction or order was given, submit to the Owner for the Owner's approval its change proposal.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone in accordance with Section 7.4.1.

**§ 7.1.2.1** "Neither this Contract nor the Work to be performed hereunder can be changed by oral agreement. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether there is, in fact, any unjust enrichment to the Work, shall be the basis for any alleged implied agreement by the Owner to the change, any alleged waiver of the Owner's rights under this Contract

or any increase in any amounts due under the Contract or any or a change in any time period provided for in the Contract Documents."

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

**§ 7.1.4** A directive or order from the Owner or the Architect, other than a Change Order, a Construction Change Directive or any Order for a minor change pursuant to this Article 7, shall not be recognized as having any impact on the Contract Sum or the Contract Time and the Contractor shall have no claim therefore. If the Contractor believes that a directive or order would require it to perform work not required by the Contract Documents, the Contractor shall so inform the Owner and Architect in writing prior to complying with the same and in no event any later than five (5) working days from the day such direction or order was given, and shall submit to the Owner and Architect for the Owner's and Architect's approval its change proposal.

## **§ 7.2 CHANGE ORDERS**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

**§ 7.2.2** Any change in work authorized in writing by the Owner and Architect that will require a change in the cost of the work, whether an additive or deductive change in cost, shall show a complete cost breakdown of labor, material, equipment and insurance, and appropriate overhead and profit in accordance with 7.3.6 and 7.3.6.1.

**§ 7.2.3** When a Change Order involves both additions and deletions in material, the net quantity is to be determined and the overhead and profit is to be applied to the net quantity in accordance with 7.3.6 and 7.3.6.1.

**§ 7.2.4** When a Change Order involves deletions in materials and labor, the amount of the credit will be equal to the line item on the Schedule of Values or a unit of the value if only a portion of the value is being deleted.

**§ 7.2.5** When any change in the Work, regardless of the reason therefore, requires or is alleged to require an adjustment in Contract Time, such request for time adjustment shall be submitted by the Contractor as part of the change proposal. Any Change Order approved by the Owner and for which payment is accepted by the Contractor, in which no adjustment in Contract Time is stipulated, shall be understood to mean that no such adjustment is required by reason of the change, and any and all rights of the Contractor or any subsequent request of adjustment of Contract Time by reason of the change is waived.

**§ 7.2.6** Request by the Contractor for adjustment of the Contract Amount regardless of the reason therefore, shall be submitted to the Architect and the Owner with itemized labor and material quantities and unit prices to permit proper evaluation of the request. A submission by the Contractor containing unsubstantiated lump sum requests for adjustment of the Contract Amount will not be considered by the Owner and Architect. The Owner and Architect will not be liable for any delay incurred by reason of the Contractor's failure to submit satisfactory justification and back-up with any request for adjustment to the Contract Amount.

**§ 7.2.7** Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the initial Work which is the subject of the Change Order, including, but not limited to, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and the Construction Schedule. The contractor will not be entitled to any compensation for additional work or delays in the Construction Schedule not included in the Change Order

## **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes



in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation as prepared by the Architect;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.6** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead in accordance with the schedule set forth in Subparagraph 7.3.7.1 below, or if no such amount is set forth, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

**§ 7.3.7.1** In Subparagraph 7.3.7 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based upon the following schedule and may only include a Contractor, his Subcontractor and his sub-subcontractor:

7.3.7.1.1 For the Contractor, for any work performed by the Contractor's own forces, 15% of the cost.

7.3.7.1.2 For the Contractor, for any work performed by his Subcontractor, 5% of the amount due the Subcontractor.

7.3.7.1.3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by that contractor's own forces, 10% of the cost.

7.3.7.1.4 For each Subcontractor, for any Work performed by his Sub-subcontractor 10% of the amount due the Subcontractor.

7.3.7.1.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.

7.3.7.1.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontractors, they shall be itemized also. In no case will a change involving over \$200.00 be approved without such itemization.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 MINOR CHANGES IN THE WORK**

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### **ARTICLE 8 TIME**

#### **§ 8.1 DEFINITIONS**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

*(Paragraph deleted)*

**§ 8.1.2.1** The work to be performed under this Contract shall commence after the required insurance has been obtained and approved and within three days after issuance of the Notice to Proceed by the Owner. The Contract Time shall commence as of the date of the Notice to Proceed unless otherwise specified in the agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### **§ 8.2 PROGRESS AND COMPLETION**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.2.4** Owner, or his representative, in coordination with the Contractor, shall set work hours. Contractor may be required to work nights, weekends or holidays as necessary to complete the work in accordance with the Schedule or in coordination with the Owner's activities. Under no circumstances shall the Contractor begin or continue work that is adversely impacting activities or operations. All utility shutdowns, interruptions, work in or adjacent to existing buildings will be coordinated through the Owner. Or his representative, and may have to be performed during hours when the Owner's activities are not in operation. All cutting, hammering or other activity that is noisy, produces smoke or fumes or is otherwise disruptive to the Owner's operations may have to be done during hours when the Owner's activities are not in operation. Work required to be performed during non-operating hours, as determined by the Owner or his representative, will be performed at no additional cost to the Owner.

### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including labor disputes (other than disputes limited to the work force of, or provided by, the Contractor or its Subcontractors), fire, unusual delay in deliveries not reasonably anticipatable, unavoidable casualties, or by other occurrences which the Architect, subject to the Owner's approval, determines may justify delay, then, provided that the Contractor is in compliance with Subparagraph 4.3.3 hereof, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by the Architect and approved by the Contractor and Owner (such approval not to be unreasonably withheld, delayed or conditioned); provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or "float" time allowance included in the Contractor's construction Schedule. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Architect and Owner to minimize and mitigate the impact or any such occurrence and do all things reasonable under the circumstances to achieve this goal.

*(Paragraph deleted)*

**§ 8.3.2.1** Any claim for extension of time should be made in writing to the Architect not more than five (5) days after the commencement of the delay, otherwise, it should be waived. The Contractor shall provide an estimate of the possible effect of such delay on the progress of the work. No claim made beyond the five (5) days shall be valid.

**§ 8.3.2.2** The Contractor agrees that if any delay in the Contractor's works unnecessarily delays the work of any other Contractor or Contractors, the Contractor shall in that case pay all costs and expenses incurred by such parties due to such delays and hereby authorizes the Owner to deduct the amount of such costs and expenses from any moneys due or to become due the Contractor under this Contract. The Architect shall be responsible for ascertaining whether the Contractor is responsible for delaying any of the work of any other Contractor. His decision shall be final.

**§ 8.3.2.3** Notwithstanding anything to the contrary in the Contract Documents, any extension of the Contract Time, to the extent permitted under Paragraph 8.3.1, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity or (4) other similar claims (collectively referred to in this Paragraph 8.3.2.3 as "delays"), whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work and only to the extent such acts continue after the Contractor furnishes the Owner with written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay including without limitation consequential damages, lost opportunity cost, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work or directing suspension, rescheduling or correction of the Work) regardless of the extent or frequency of the



Owner's exercise of such rights or remedies shall not be construed as an act interference with the Contractor's performance of the Work.

**§ 8.3.2.4** The Contractor agrees that the Owner can deduct from the Contract Sum, any wages paid by the Owner to any Inspector or Architect or other professional necessarily employed by the Owner for any number of days in excess of the number of days allowed in the specifications for completion of work.

**§ 8.3.2.5** Where the cause of delay is due to weather conditions, extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term "historical data" as used in the previous sentence shall be construed according to this formula: Average rainfall (or snow or low temperature) for the past five years.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.1** Payment Procedures shall be as follows:

9.1.1.1 Contractor shall submit Schedule of Values to Construction Manager and Architect for review

9.1.1.2 Prior to end of each pay period, Contractor shall submit a rough draft ("pencil copy ") for their payment application for review and approval by the Architect and the Construction Manager.

9.1.1.3 Upon approval of pencil copy, Contractor shall submit at least five copies of their payment application to the Architect for approval along with their certified payrolls and monthly manning reports.

9.1.1.4 Architect and Construction Manager will approve payments and forward to the Owner.

### **§ 9.2 SCHEDULE OF VALUES**

**§ 9.2.1** Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, which in the aggregate equals that total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as the Architect may direct or as required by the Owner. These schedules, when approved by the Architect, Construction Manager (if applicable) and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by the Contractor to the "Applications and Certificate for Payment", and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directive values shall be broken down to show the various subcontracts. The Application for Payment shall be on AIA Document G702 and G703 and the approved Voucher obtainable from the Owner. Each Item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure.

### **§ 9.3 APPLICATIONS FOR PAYMENT**

The Contractor shall submit to the Architect an itemized Application for Payment for their Contract on AIA Document G702 and G703 and the approved Voucher obtainable from the Owner. Payroll Certification for all employees of all of the workers on the project shall be submitted as well as other such data for the purposes of summarizing the work and tracking the project. The architect and Construction Manager (if applicable) will process the application and forward it with his recommendations to the Owner.

*(Paragraphs deleted)*

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.1.3** Until substantial completion, the Owner will pay 98% of the amount due the Contractor on account of progress payments. The retainage will be held until final acceptance of the project by the Architect and the Owner. The Contractor shall submit a separate voucher for the full amount of the retainage along with the Consent of Surety, AIA Form G707A and the Contractor shall be required to furnish a Maintenance Bond for 100% of the Project Cost for a period of two (2) years from the Date of Final Acceptance.

**§ 9.3.1.4** Upon acceptance of the Work performed pursuant to this Contract for which the Contractor has agreed to the withholding of payments pursuant to Article 9 of this Contract, all amounts being withheld by the Owner shall be paid in accordance with Paragraph 9.3.1.3 without further withholding of any amounts for any purposes whatsoever, provided that the Contract has been satisfactorily completed.

**§ 9.3.1.5** Each application for payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and Architect:

§ 9.3.1.5.1 A current contractor's lien waiver and duly executed and acknowledged sworn statement by an officer of the Contractor showing all subcontractors and materialmen with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor and materialmen in the requested progress payment and the amount to be paid to the Contractor from such progress payment together with similar sworn statements from all such subcontractors and materialmen

§ 9.3.1.5.2 Duly executed waivers of mechanic's and materialmen's liens from all subcontractors and when appropriate, from materialmen and lower tier subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous application for payment; and

§ 9.3.1.5.3 All information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owner or the Architect.

**§ 9.3.2** At the Owner's option, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with paragraphs 9.3.2.1, 9.3.2.2, 9.3.2.3, and 9.3.2.4 satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.2.1** With each Application for Payment the Contractor shall submit to the Architect and Owner a written list identifying each location where materials are stored off the Project site and the value of materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total value thereof.

**§ 9.3.2.2** The consent of any surety shall be obtained to the extent required prior to the payment for any materials stored off the Project site.

**§ 9.3.2.3** Representatives of the Owner shall have the right to make inspections of the off site storage areas at any time.

**§ 9.3.2.4** Materials stored off site shall be protected from diversion, destruction, theft and damage to the satisfaction of the Owner, shall specifically be marked for use on the Project and shall be segregated from other materials at the storage facility.

**§ 9.3.3** The Contractor warrants and agrees that title to all Work will pass to the Owner either by incorporation in the construction or upon receipt of payment therefor by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligation on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damages to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents, and that no Work

covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.1.1** The Owner will issue payment to the Contractor pursuant to the Owner's administrative policy at the time that a duly approved Payment Certificate is presented.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the 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 correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

**§ 9.5.1.1** defective Work not remedied;

**§ 9.5.1.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

**§ 9.5.1.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

**§ 9.5.1.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

**§ 9.5.1.5** damage to the Owner or a separate contractor;

**§ 9.5.1.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

**§ 9.5.1.7** repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.1.8** The failure of any Contractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall be required to check record drawings each month. Written confirmation that the record drawings are up-to-date shall be required by the Architect before approval of the Contractors monthly payment requisition will be considered.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Notwithstanding Certification by the Architect, the Owner may refuse to make payment based on any default by the Contractor including, but not limited to those defaults set forth in Subparagraphs 9.5.1 through 9.5.1.8. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults by the Contractor remain uncured.

**§ 9.6.2** The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## **§ 9.7 FAILURE OF PAYMENT**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not for reasons other than a default of the Contract, including but not limited to those defaults set forth in Subparagraphs 9.5.1.1 through 9.5.1.8 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by a court of law, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

## **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof which the Owner agrees to accept separately is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Work will not be considered substantially complete until all project systems included in the Work are operational as designed and scheduled, all designated or required inspections, certifications, permits, approvals, licenses and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial use and occupancy of the Project are received, designated instruction of Owner's personnel has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that the Owner can occupy the building on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's (or those claiming by, through or under the Owner) normal operations. Contractor recognizes that normal operation requires the use and occupancy of the Work by departmental employees without interruption and that any punchlist or corrective work shall be done at times when the Work is not to be occupied. As a further condition of substantial completion acceptance, the Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the date of substantial completion.

**§ 9.8.1.1** In addition to the above, the following items must be completed in order to deem the work Substantially Complete:

**§ 9.8.1.1.1** All required final inspections have been completed by the authority having jurisdiction resulting in a TCO or CO.

**§ 9.8.1.1.2** Air Balancing Reports: Reports can be hand written field notes but must be reviewed and approved via the shop drawing process by the Mechanical engineer. Final Air and Water Balancing Reports certified by the licensed balancer are required for "Final Acceptance" and the start of the warranty period. (These reports must be submitted in accordance with the shop drawing process to Architect so that they can be tracked and approved and distributed to all applicable parties).

**§ 9.8.1.1.3** Equipment Start Up Reports: Reports can be hand written field notes but must be reviewed and approved via the shop drawing process by the Mechanical Engineer. (These reports must be submitted in accordance with the shop drawing process to Architect so that they can be tracked and approved and distributed to all applicable parties).

**§ 9.8.1.1.4** Completion of the Owner On-Site ATC Training: Refer to the ATC specifications for training requirements on-site and off-site. The Owner does not have beneficial use of the mechanical system until they can operate it following this training.

**§ 9.8.1.1.5** Completion of Commissioning: Refer to the Start-up and Adjustment specifications. This process will require the Owner's Operator, Construction Manager (if applicable) and the Mechanical Engineer on site to witness a demonstration and operation of every mechanical device. The devices shall be operated from the on-site Owner's ATC Computer and verified by the Mechanical Contractor's field personnel to confirm proper operation. In addition to this demonstration, the contractor shall demonstrate Owner required maintenance of all mechanical equipment to maintain the manufacturer's warranty. This should include but not be limited to belt tension/adjustments, filters, etc. Please schedule several days for the commissioning process.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected along with all special warranties required by the Contract Documents endorsed by the Contractor prior to final payment. 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.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.



**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.4.1** The Architects Certificate of Substantial Completion shall be subject to the Owner's final approval.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage sufficient to increase the total payments to 100% of the Contract Sum, less such amounts as the Architect shall determine for all incomplete work and unsettled claims. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits 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 the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner as part of the final application for payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

**§ 9.10.1.1** The Architect's Certificate of Final Completion shall be subject to the Owner's final approval.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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 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, and (6) evidence of compliance with all requirements of the Contract Documents: notices, certificates, affidavits, other requirements to complete obligations under the Contract Documents: including but not limited to (a) instruction of Owner's representatives in the operation of mechanical, electrical, plumbing and other systems, (b) delivery of keys to Owner with keying schedule: master, sub-master and special keys, (c) delivery to Architect of Contractor's General Warranty (as described in Paragraph 3.5) and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for Architect's review and delivery to Owner, (d) delivery to Architect a printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work; parts lists and special tools for mechanical and electrical Work, in approval form, (e) delivery to the Architect of specified Project record documents and (f) delivery to Owner of a Final Waiver of Liens (AIA Document G706 or other form satisfactory to Owner), covering all Work including that of all Subcontractors, vendors, labor, materials and services, executed by an authorized officer and duly notarized. In addition to the foregoing, all other submissions required by other articles and paragraphs of the Specifications including final construction schedule shall be submitted to the Architect before approval of final payment.. If a Subcontractor 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.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor 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.

## **§ 9.11 LIQUIDATED DAMAGES**

**§ 9.11.1** The Contractor understands and agrees that all work must be performed in an orderly and closely coordinated sequence so that the date for substantial completion is met.

**§ 9.11.2** If the Contractor fails to complete his work or fails to complete a portion of his work, he shall pay the Owner, as liquidated damages and not as a penalty, the sum as specified in the technical portion of the Contract Documents. Such amount is agreed upon as a reasonable and proper measure which the Owner will sustain each calendar day by failure of the Contractor to complete work within the stipulated time.

**§ 9.11.3** Substantial Completion will be determined by the Architect and shall be deemed to be completion of the whole work for purposes of tolling the Municipal Mechanics Lien Law.

**§ 9.11.4** For damage occurring at the time of delay, the Owner may retain the amount due to him under this clause from any payments due to the Contractor.

**§ 9.11.5** The Owner will suffer financial loss if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor (and the Contractor's Surety) shall be liable for and pay to the Owner the sum of \$500.00 stipulated and fixed, agreed as liquidated damages for each calendar day of delay until the Work is substantially complete.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**§ 10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

**§ 10.1.1.1** The Contractor must fully comply with the job safety requirements in addition to all Federal, State and Local safety guidelines. All cost associated with complying with all safety requirements shall be included in each contractor's base bid.

**§ 10.1.1.2** The General Contractor will serve as the overall Project Safety Coordinator and shall be responsible for all issues of safety and protection. The Contractor shall designate a safety person at the job site while the contractor is working on the project site. The designated safety person shall be responsible for the safety of their work and for their workers and to make continuous inspections for all safety issues relating to his work. The Construction Manager (if applicable) is not responsible for safety on this project but will endeavor to promote safety. Each Contractor must comply with job Safety Requirements in addition to OSHA and local agency requirements. Failure to comply with safety issues will be grounds for withholding of payments.

**§ 10.1.1.3** Contractor will comply with all reasonable requests of the Owner and Construction Manager (if applicable) with respect to additional security and protections required for work interfacing with Facility Operations. Safety is of the utmost importance on this project and all issues relative to safety and protection of the Facility, Staff and Occupants will be treated as emergency needs and will not be subject to the 7 day notice requirements of Article 14.

**§ 10.1.1.3.1** General Contractor to provide, maintain, relocate and remove in coordination with Construction Manager if applicable, a 6 foot high, perimeter security fence. Fence will surround the building and proposed parking areas and will have signage attached at 100' intervals advising "Construction Area – Please Keep Out". General Contractor to be responsible for opening and securing site each day.

**§ 10.1.1.3.2** Orange safety fencing will be installed around the entire area of any and all earthwork, excavations, etc. and will be maintained until the work is complete.

**§ 10.1.1.3.3** This is a hard hat job. Identifying hard hats shall be worn at all times.

**§ 10.1.1.3.4** Hot work permits will be issued by foreman for all activities involving open flames, Construction Manager (if applicable) will provide copy of Hot Work Permit Forms.

**§ 10.1.1.4** The proper execution of the required safety provisions is directly related to the general condition safety line item on the schedule of values.

**§ 10.1.1.5** The Contractor shall be responsible for the immediate investigation and resolution of all safety and environmental complaints / issues generated by contractor employees, owners, owner's representatives or members of the public.

**§ 10.1.1.6** Contractor shall be maintain all egress routes throughout building. Contractor shall post exit signs as coordinated with Construction Manager (if applicable). Contractor shall provide wall hung fire extinguishers throughout building as deemed necessary by Construction Manager (if applicable) and fire officials.

**§ 10.1.1.7** Contractor's safety representative shall perform a daily safety inspection walk through to ensure that all requirements of the OSHA Standards, Fire Protection Standards and Safe Work Practices are being complied with



and/or corrected. The responsibility of the Contractor is to provide a safe and healthy work environment for construction personnel. Owner's personnel and representative, and the public.

§ 10.1.1.8 Upon written receipt of safety concerns and/or issues, the Contractor shall respond in writing addressing how the safety concerns or issues were resolved. The Construction Manager (if applicable) shall be copied on all safety related correspondence.

§ 10.1.1.9 Prime Contractor's response and compliance with Construction manager's Project Manager (if applicable) and correction of deficiencies noted in Construction Manager's Safety Report is mandatory. Failure to comply will be grounds for withholding of progress payments until the conditions are acceptable to Construction Manager and OSHA.

§ 10.1.1.10 The Contractor shall submit to Construction Manager (if applicable) a copy of all licenses (welding, power nailer, asbestos, etc, ) as required by applicable agencies.

§ 10.1.1.11 Contractor shall have all required personal protective equipment and materials available for and used by each employee as required by Federal, State and Local guidelines.

§ 10.1.1.12 Contractor shall supply proper equipment and crew sizes as necessary to safely complete the work.

§ 10.1.1.13 Contractor shall provide documented safety training for each of their employees and subcontractor's employees no later than the first day they arrive on site. The training shall be documented and signed by the trainer and employee. A copy of all safety-training documents is to be provided to Construction Manager (if applicable) and updated as manpower loading increases.

§ 10.1.1.14 The Contractor shall supply two (2) OSHA approved means of access / egress to each floor and roof for the course of the entire project for use by all applicable parties. The Contractor shall erect and maintain OSHA approved pedestrian walking bridges, for emergency access / egress and as necessary to protect personnel from overhead work. The number of protected entrances will be as determined by Construction Manager (if applicable).

§ 10.1.1.15 The Contractor shall be responsible for providing and maintaining all temporary emergency egress routes. The Contractor shall obtain the approval of the Building and Fire Departments for all temporary emergency egress routes. General Contractor to provide for fire separation walls between occupied areas as required by local officials.

§ 10.1.1.16 Contractor shall provide OSHA approved pedestrian walking bridges as necessary (determined by Construction Manager – if applicable) to protect against overhead hazards.

§ 10.1.1.17 Contractor shall provide, relocate and / or maintain barricades, signage, provide flagmen etc. as necessary to ensure public safety and safe egress. Contractor to provide, maintain, relocate and remove in coordination with Construction Manager, if applicable to protect against overhead hazards.

§ 10.1.1.18 Notify Construction Manager (if applicable) immediately upon arrival of OSHA to the site.

§ 10.1.1.19 Contractor shall submit to Construction Manager (if applicable), all MSDS sheets and shall cooperate in the posting of all required notifications relative to the use of hazardous substances on the property. Contractor to comply with NJ Law regarding the use or storage of hazardous substances in Buildings. MSDS sheets shall be posted prior to product being delivered to site.

§ 10.1.1.10 Contractor, subcontractor, vendor, etc should enforce a full time no smoking or alcohol use policy for all employees during the entire course of the project. Any worker found violating these reflections, or being belligerent, will be subject to removal from the site at the sole discretion of Construction Manger, if applicable.

§ 10.1.1.11 Contractor shall be responsible to secure the site at the end of each workday by an effective means and maintain until all parties determine no longer required.

§ 10.1.1.12 For the safety of occupants, staff, and the public, the steel erection must be scheduled and coordinated with the Owner and Construction Manager (if applicable). Swinging of steel and crane boom over occupied space will not be allowed. Steel contractor shall provide additional barricades and fencing around his crane and steel at all times.

§ 10.1.1.13 Contractor must submit an acceptable OSHA compliant site specific written safety plan to Construction Manager (if applicable) for review within fourteen (14) days from the notice to proceed or prior to mobilizing on site, whichever ever comes first. The written safety plan shall include (as applicable to their work) but is not limited to the following:

- Full time no smoking policy or alcohol use is allowed on the project. Any worker found violating these restrictions, or being belligerent, will be subject to removal from the site. (Contractors shall post required signs).
- Full time hard hat policy (identifying hard hats shall be worn at all times).
- Site specific emergency action plan with contractor phone numbers, active 24 hours a day, 7 days a week.
- Competent on site safety representative, named and active (Provide alternate)
- Scaffold erection plan, including a log of daily inspections.
- Full time fall protection plan and exposures over 6'-0"
- Job site signage plan (perimeter fence warning signs posted 50'-0" o.c.
- First aid and CPR provisions
- OSHA 200 log and Job Safety and Health Protection Poster
- Daily clean up.
- Hazard Communication Program with MSDS logged and maintained.
- Hazard Communication program.
- Daily diary of work, issues, and incident, etc.
- Sheeting, shoring and excavations protection line.
- GFI safety program
- Hazardous Energy Control Lock out tag out program
- Required safety clothes; Eye and ear protection, respirators, boots, belts, gloves etc. as appropriate to their work requirement.
- Fire Extinguishers.
- Removal guard rail and protection at material loading areas, 200lb force minimum requirement.
- All stairs and platforms must have railings, 200lb force minimum requirement. Stair pans and landings must be filled prior to their use.
- Daily inspection of tools and equipment; verify safety devices are operational.
- Ladder usage plan
- Weekly tool box meetings, documented and signed by each employee.
- Temporary heat procedures.

§ 10.1.1.14 Contractor shall maintain and submit a complete copy of the written safety plan, logs, diaries, plans and programs on site for the Construction Manager (if applicable).

§ 10.1.1.15 The speed limit within the project property is 5MPH. Contractor employees operating vehicles in excess of the speed limit or in any otherwise unsafe manner will be directed to leave the site and not permitted to return.

## § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 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 as well as any other real or personal property of the Owner.

**§ 10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**§ 10.2.2.1** Contractor shall comply with all regulations required by the Federal Occupational Safety and Health Act (OSHA).

**§ 10.2.2.2** The Contractor shall conform to all applicable New Jersey Department of Environmental Protection regulations.

**§ 10.2.2.3** Contractors must comply with Construction and Environmental Standards contained in Federal and State Regulations and other applicable laws.

**§ 10.2.2.4** It is the Contractor's responsibility to determine the existence of potentially hazardous materials, including lead, and to protect his workmen and the work area.

**§ 10.2.3** 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.

**§ 10.2.4** 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.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** 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 Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.2.9** The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief for fire marshal. The area within the site limits under the Contractor's control shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site. Contractor will comply with all reasonable requests of the Owner and Construction Manager with respect to additional security and protections required for work interfacing with Owner's Operations. Safety is of the utmost importance on this project and all issues relative to safety and protection of the staff and public will be treated as emergency needs and will not be subject to the 7-day notice requirements of Article 14.

**§ 10.2.10** The Contractor shall remove snow or ice which may accumulate on the site within areas under his control which might result in damage or delay.

**§ 10.2.11** The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner and Contractor, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access. Whenever unattended, including nights and weekends, mobile equipment and operable machinery shall be kept locked and made inoperable and immovable.

**§ 10.2.12** Neither the Owner nor the Architect shall be responsible for providing a safe working place for the Contractor, the Subcontractors or their employees, or any individual responsible to them for the work.

**§ 10.2.13** The Contractor shall conform to requirements of OSHA, the Construction Safety Code of the State Department of Labor and those of the AGC Manual. The requirements of the New Jersey and Local Building Construction Codes shall apply where there are equal to or more restrictive than the requirements of the Federal Act.

**§ 10.2.14** When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work as necessary from injury or any cause.

**§ 10.2.15** The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work which caused death, personal injury or property damage giving full details and statements of any witnesses. In addition, if death, serious personal injury or serious property damage is caused, the accident shall be reported immediately by telephone or messenger to the Owner and Architect.

**§ 10.2.16** Contractor is required to follow and enforce the work rules set forth below. Failure to comply with or enforce any of these rules will be grounds for suspension and/or termination of this contract:

**§ 10.2.16.1** No use of alcoholic beverages prior to or during working hours.

**§ 10.2.16.2** No use of illegal drugs or prescription medications which could induce drowsiness or otherwise impair perception or performance. Use of illegal drugs may result in prosecution to the fullest extent of the law. Any warning associated with use of prescription drugs must be complied with, particularly warning against operation of machinery and equipment.

**§ 10.2.16.3** No horseplay or rough-housing will be allowed.

**§ 10.2.16.4** No sexual, racial, or ethnic harassment, or similar conduct will be tolerated.

**§ 10.2.16.5** All employees shall use proper sanitation habits including use of toilet facilities and garbage cans.

**§ 10.2.16.6** All employees shall dress in clothing appropriate for the work they are to perform. All personnel are to wear hardhats, safety shoes, glasses, gloves, masks or respirators, noise protection devices, and other protective clothing and equipment as required by OSHA standards.

**§ 10.2.16.7** All equipment is to be properly stored and/or secured at the end of the work day or if it is to remain idle for greater than one hour.

**§ 10.2.16.8** All personnel are to be made aware of the availability of Material Safety Data Sheets for materials used at the Project site. This information is available from the Contractor using the product. The Contractor shall maintain a copy of all MSDS forms at the construction site office for all personnel to review.

### **§ 10.3 HAZARDOUS MATERIALS**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death

to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

##### **§ 11.1.1**

*(Paragraphs deleted)*

Contractor shall without in any way altering Contractor's liability under the Contract or applicable law, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below in the Instructions to Bidders and shall provide to Owner certificates issued by insurance companies satisfactory to Owner to evidence such coverage no later than 7 days from the date of the execution of this Contract and prior to any personnel or equipment being brought onto and/or before any work commences at the job site. The coverage afforded under any insurance obtained pursuant to this paragraph shall be primary to any valid and collectible insurance carried separately by any of the indemnities. Such certificates shall provide that there shall be no

termination, nonrenewal, modification, or expiration of such coverage without thirty (30) days prior written notice to Owner. In the event of any failure by Contractor to comply with the provisions of this Paragraph 11.1, Owner may, at its option, on notice to Contractor, suspend the Contract for cause until there is full compliance with this Paragraph 11.1 and/or terminate the Contract for cause. Alternatively, Owner may purchase such insurance at Contractor's expense, provided that Owner shall have no obligation to do so, and if Owner shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. Contractor shall provide to Owner a copy of any and all applicable insurance policies. Architect and the State of New Jersey shall be named as an additional insured on all Insurance Policies to be provided by the Contractor. The Owner shall be named as an additional primary insured on all Insurance Policies to be provided by the Contractor..

**§ 11.1.2** Contractor shall require all Subcontractors to carry similar insurance coverages and limits of liability as required under this Article 11, adjusted to the nature of Subcontractors' operations and submit same to Owner for approval before any personnel or equipment is brought onto the site and/or before any work commences.

**§ 11.1.3** In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend and hold harmless the Owner, Architect, and the State of New Jersey from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

*(Paragraphs deleted)*



## **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** Contractor shall furnish a performance bond and labor and material payment bond meeting all statutory requirements of the State of New Jersey in form and substance satisfactory to the Owner and without limitation complying with requirements set forth in the Instructions to Bidders.

**§ 11.4.2** If any of the foregoing insurance coverages are required to remain in force after final payment, including, but not limited to coverage for completed operations, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment.

**§ 11.4.3** In no event shall any failure of the Owner to receive certified copies or certificates of policies required under Paragraph 11.1 or to demand receipt of such certified copies or certificates prior to the Contractor commencing Work be construed as a waiver of the Owner or the Architect of the Contractor's obligations to obtain insurance pursuant to this Article 11. The obligation to procure and maintain any insurance required by this Article 11 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

**§ 11.4.4** If the Contractor fails to purchase and maintain or require to be purchased and maintained any insurance required under this Paragraph 11.1, the Owner may, but shall not be obligated to, upon 5 days written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to deduct said cost from the Contractor's Contract Sum.

**§ 11.4.5** When any required insurance due to the attainment of a normal expiration date or renewal date shall expire the Contractor shall supply the Owner with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection and scope as was provided by the previous policy. In the event any renewal or replacement policy for whatever reason obtained or required is written by a carrier other than that with whom the coverage was previously placed or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish replacement policy unless the Owner provided the Contractor with prior written consent to submit only a certificate of insurance for any such policy. All renewal and or replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

**§ 11.4.6** The Contractor shall cause each subcontractor to (1) procure insurance in the amounts set forth in Paragraph 11.2 and (2) name the indemnities under Paragraph 3.18 as additional insureds under the subcontractor's comprehensive general liability policy. The additional insured endorsements included on the subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance which is applicable to the claims, such other insurance shall be on an excess or contingent basis. The amount of the insurance liability under this insurance policy shall not be reduced by the existence of such other insurance.

**§ 11.4.7** Property insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, or other similar items commonly referred to as construction equipment which may be on the site and the capital value of which is not included in the work. The Contractor shall make its own arrangements for any insurance it might require on such construction requirement. Any such policy obtained by the Contractor under this Paragraph 11.4.7 shall include a waiver of subrogation.

**§ 11.4.8** The Contractor may carry whatever additional insurance he deems necessary to protect himself against hazards not covered for theft, collapse, water damage, materials and equipment stored on the site, and for materials and equipment stored off site, and against loss of owned or rented capital equipment and tools owned by mechanics or any tools, equipment, scaffolding, stagings, towers and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the Work.

**§ 11.4.9** All insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial rating no lower than "X" in the Best's Insurance guide, latest edition in effect as of the date of the Contract and subsequently in effect at the time of the renewal of the policies required by the Contract Documents.

**§ 11.4.10** If the Owner or the Contractor is damaged by the failure of the other party to purchase or maintain insurance required under Article 11, then the party who failed to purchase or maintain the insurance shall bear all reasonable costs (including attorneys fees and court and settlement costs) properly attributable thereto.

**§ 11.4.11** The Contractors must remove all "X, C & U" exclusions from their policies.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Substantial Completion the Contractor, a subcontractor or anyone for whom either is responsible, uses or damages any portion of the Work, including without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause each such item to be restored to "like new conditions" at no expense to the Owner.

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Final Acceptance of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

**§ 12.2.2.1.1** The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property caused by the defective Work.

**§ 12.2.2.1.2** Upon completion of any work under or pursuant to this Paragraph 12.2, the two year correction period in connection with the work requiring correction shall be renewed and recommenced.

**§ 12.2.2.2** The two -year period for correction of Work shall be extended with respect to portions of Work first performed after Final Acceptance by the period of time between Final Acceptance and the actual completion of that portion of the Work.



§ 12.2.2.3 The two-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the 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 Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ 12.3.1 This Subparagraph relates exclusively to the knowing acceptance of nonconforming work by the Owner. It has no applicability to work accepted by the Owner or Architect without the knowledge that such work fails to conform to the requirements of the Contract Documents.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in his scheduling and performance of the Work and the cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Contractor.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.6 INTEREST

§ 13.6.1 The Contractor shall not be entitled to any payment of interest for any reason, action or inaction by the Architect or the Owner.

§ 13.6.2 Any payments withheld for time delays, faulty materials, or workmanship, shall not bear interest for period of delay or non-acceptance.

### § 13.7 TIME LIMITS ON CLAIMS

Owner and Contractor issues including the applicable statute of limitations shall be as governed by New Jersey Law.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract in the manner provided in Subparagraph 14.1.2 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100% of the total number of days scheduled for completion or 120 days in any 365 day period, whichever is less, or if all the Work is entirely stopped for a continuous period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities

performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 because the Architect has not issued certificate for payment and has not notified the Contractor of the reason for withdrawing certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a certificate for payment (without cause) within the time stated in the Contract Documents.
- .4

**§ 14.1.2** If one of the above reasons exist, the Contractor may upon fourteen (14) days written notice to the Owner and Architect, terminate the Contract unless this reason is cured prior to the expiration of the notice, and recover from the Owner payment of Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for payment for cost directly related to work thereafter performed by Contractor in terminating such work including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner.

**§ 14.1.3** The Owner shall not be responsible for damages for loss of anticipated profits on work not performed on account of any termination described in Subparagraph 14.1.1 and 14.1.2.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials and/or equipment;
- .2 fails to make proper payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 Disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);
- .5 Is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or a receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to recognize under bankruptcy or similar laws; or
- .6 Breaches any warranty made by the Contractor under or pursuant to the Contract Documents.
- .7 Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents.
- .8 Fails after the commencement of the Work to proceed continuously with the construction and completion of the work for more than 10 days except as permitted under the Contract Documents.
- .9 Otherwise does not fully comply with the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and

after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

### **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**§ 14.4.4** If Owner terminates the Contract for cause pursuant to Paragraph 14.2 and it is subsequently determined that the Owner was not authorized to terminate the Contract as provided in Paragraph 14.2, the Owner's termination shall be treated as a termination for convenience under this Paragraph 14.4 and the rights and obligations of the parties shall be the same as if the Owner has issued a notice of termination to the Contractor as provided in this Paragraph 14.4.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 CLAIMS**

#### **§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in

question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 5 days after occurrence of the event giving rise to such Claim or within 5 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make Claim for an increase in the Contract Sum written notice as provided herein shall be given to the Owner, Architect and Construction Manager (if applicable) before proceeding to execute the Work and within five (5) days after the occurrence of the event giving rise to such Claim for increase in the Contract Sum. The foregoing written notice shall contain a written statement from the Contractor setting forth in detail the nature and cause of the Claim and an itemized statement of the increase requested. No such written notice shall form the basis of an increase to the Contract Sum unless and until such increase has been authorized by a written Change Order executed and issued according to the terms and conditions set forth herein. The Contractor hereby acknowledges that the Contractor shall not have any right to and the Owner will not consider any requests for an increase in the Contract Sum that is not submitted in compliance with the foregoing requirements. Prior notice is required for Claims relating to an emergency endangering life or property arising under Section 10.6.

#### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be valid unless so made. The Contractor's Claim shall include an estimate of cost and probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Any change in the Contract Sum resulting from such Claim shall be authorized only by Change Order or Construction Change Directive, as the case may be. All required notices for additional costs shall be made by Certified Mail.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### **§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Owner may claim consequential damages arising out of or relating to this Contract. This includes  
.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons;

#### **§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.



**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through litigation mediation, to binding dispute resolution.

**§ 15.2.5.1** Any dispute arising under the Contract shall be resolved in accordance with and subject to the limitations contained in N.J.S.A. 40A:11-41.1 as follows:

**§ 15.2.5.1.1** All remedies provided elsewhere in the Contract Documents to resolve disputes, claims and protests shall be exhausted. Where the Engineer or Architect is required to issue a decision, such decision shall be a condition precedent to proceeding to resolve the dispute in accordance with Paragraph 2.

**§ 15.2.5.1.2** Prior to litigation, the Owner and Contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association. The Engineer or Architect shall be provided with an information copy of the demand unless the Engineer or Architect is joined. In no event shall such demand be made more than 30 days after completion, acceptance and final payment nor after the date when institution of legal or equitable proceeding regarding the matter in dispute would be barred as a matter of law.

**§ 15.2.5.1.3** Nothing herein shall be constructed to prevent the Owner and Contractor from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

**§ 15.2.5.1.4** Nothing herein shall be construed to prevent the Owner from notifying any performance guarantor (Surety) of, and requesting the Surety's assistance in resolving any disputes which involve the Contractor's performance.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the

demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 MEDIATION**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to non-binding dispute resolution.

**§ 15.3.2** The mediation shall be pursuant to industry standards prior to being submitted to a court for adjudication.

*(Paragraph deleted)*

### **§ 15.4 NON-BINDING ARBITRATION**

**§ 15.4.1** If agreed to by Owner, non-binding arbitration shall be pursuant to industry standards prior to being submitted to a court for adjudication.

*(Paragraphs deleted)*

## PREVAILING WAGE RATES



## **PREVAILING WAGE RATES**

1. To obtain current prevailing wage rates, visit the following website:  
[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)

**END OF SECTION**

## **GENERAL CONDITIONS**

1. General Conditions: AIA A201, General Conditions of the Contract for Construction. Refer to Appendix A201 as amended and as included as an appendix to these specifications.

**END OF SECTION**

## SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. General Notes.
2. Work covered by Contract Documents.
3. Contractor use of premises.
4. Occupancy requirements.

#### 1.2 GENERAL NOTES

Project Name: Audubon Municipal Building Security Improvements

Project Number: AB2022-0

Location: 606 W. Nicholson Rd, Audubon, New Jersey 08106

The Police Clerk area and the Court Administrators office are 340+/- sf of interior space, slab on grade, with no exterior walls or openings to the exterior. Access to the Police Clerk area is from a single door that opens into a secured from the public hallway. Access to the Court Administrator's office is from a single door that opens into the hallway located between the Court Room and the first floor lobby of the Municipal Building. No work is to be performed outside of the building or to the exterior walls.

The Police Clerk Area and Court Administrators Office Security Improvements will consist of the following:

Demolition of portions of existing walls including but not limited to GWB, wall framing, fixed windows, service window, plastic laminate counter, and wall base. Temporary relocation of any wall mounted items, fragrance dispenser, carbon monoxide detector, bulletin board, etc. Replacement and relocation of existing electrical and data outlets to accommodate new service window. Demolish existing fixed windows in the Police Clerk area and Court Administrators office. No demolition of flooring or ceiling materials is included in this scope.

New work to include framed opening in existing wall for new aluminum framed bullet-resistant service window with transaction tray, installation of Insulgard Security Products bullet resistant fiberglass board, laminate service and work counter with vertical supports, finished and painted GWB, rubber wall base, relocated electrical and data outlets to be replaced in kind. Removed fixed windows shall be framed in to match existing wall framing. All materials shall be provided and installed in the manner described in the plans and specifications or according to industry best practices. Contractor shall clean the project area every day prior to leaving the project.

The second floor Administration Area Security Improvements will consist of the following:

Installation of two (2) security service windows servicing two counters of the Administration Area. The security windows have an aluminum frame with 1/2 inch thick tempered glass and a 16 inch x 4 inch service/transaction opening. New window frames to be connected to existing counters and adjacent walls.

Municipal Building First and Second Floor Carpet Tile installation will consist of the following:

Existing carpet and cove base to be removed and new carpet tile and rubber profiled cove base to be installed in the following rooms:

**First Floor (3,840 SF +/-):** Lobby, First Floor Stairwell, Police Clerk, Court Clerk, Court Office, Court Room, Court Storage, Caption's Office, Chief's Office, Detective's Office, Lieutenant's Office, Traffic Officer's Office, I.T./Storage, Interview Room, Hallway.

**Second Floor (5,810 SF +/-):** Second Floor Lobby, Municipal Office Space, C.F.O.'s Office, Administrator's Office, Payroll Office, Storage, Break Room, Private Room, Storage, Spare Office, Storage, Construction Code Office, Property Maintenance Office, Hallways, Fire Marshall's Office, Tax Assessor's Office, Commissioner's Office, Commissioner's Office, Mayor's Office, Conference Room, Conference Room.

General contractor shall preform their own survey of all the rooms with carpet and provide the architect with a break down of the square footage of each room prior to ordering the carpet. During the installation of the carpet and cove base, general contractor will be responsible for moving any/all items (office furniture, filing cabinets, etc.) needed to install the carpet tiles and cove base, and move all items back to their original location after the installation of the carpet tile and cove base.

- A. This project is subject to the provisions of the New Jersey Uniform Construction Code [N.J.A.C. 5:23]. The Contractor shall verify all code requirements and bring any discrepancies between code requirements and the construction documents to the attention of the Architect prior to commencing with construction.
- B. It is the Contractor's responsibility to inspect and assess the project and to fulfill the intent of the work indicated by the contract documents. Contractor shall verify all conditions and dimensions within the contract limits. Deviations from the contract documents necessitated by field conditions shall be brought to the attention of the Architect.
- C. Contractor shall bring errors and omissions which may occur in contract documents to the attention of the Architect and instructions shall be obtained from the Architect before proceeding with affected work. The Contractor will be held responsible for the results of any errors, discrepancies, or omissions in the contract documents which can readily or reasonably be determined and for which the Contractor failed to notify the Architect before construction and/or fabrication of subject work.

- D. Details and sections on the drawings are taken at specific locations and are intended to serve as typical construction for all similar conditions. Modifications shall be made by Contractor to accommodate minor variations.
- E. Do not scale the drawings. Refer to written text and dimensions for information. The Contractor and Sub-Contractor shall verify all dimensions and job conditions at the job site sufficiently in advance of work to be performed to assure the orderly progress of the work.
- F. All dimensions are to face of GWB and face of block unless noted otherwise drawings.
- G. The Contractor shall make no structural changes without written approval of the Architect. Contractor shall insure safety and stability of structure(s) at all times during the construction period.
- H. The Contractor shall limit the use of the premises to the areas indicated. Portions of the site beyond areas on which work is indicated are not to be disturbed. The Contractor shall maintain the premises clean and free of all trash, debris and shall protect all adjacent work from damage, soiling, paint overspray, etc. All fixtures, equipment, glazing, floors, etc., shall be left clean and remain ready for occupancy throughout the duration of the project.
- I. Do not unreasonably encumber the work area with materials or equipment. Confine stockpiling of materials to the areas approved by the Owner. If additional storage is necessary, obtain and pay for such storage off site. Maintain the site in a clean and sanitary condition.
- J. Contractor to provide temporary protection to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent spaces from damage.
- K. Contractor to keep project area clean and free of debris. Contractor shall maintain a supply of hardhats for use by visitors to the site and enforce the use thereof.
- L. The Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality. Comply fully with manufacturers' instructions. Protect installed work and provide special protection where specified in individual specification Sections.
- M. All applicable local, state and federal regulations shall be met for handicap accessible buildings.
- N. The Contractor shall review the Contract Drawings and Specifications for other items of work required to provide a complete project and shall provide them in his Total Price Bid so as to impose no additional cost to the Owner for the completion of this project.

- O. The Contractor shall be responsible for obtaining all necessary local approvals, permits, registrations and/or certifications and construction. The Contractor must follow and comply with all applicable requirements and standards as required under the approvals, permits, registrations and/or certifications and construction permits obtained for this project. Also, reference the "Supplementary Conditions" for additional permit requirements.
- P. The Owner and its Architect shall not be responsible for job safety. The Contractor shall be responsible for all job safety requirements for his employees and sub-contractors in the performance or the work under this project.
- Q. The Contractor shall supply, place, and maintain at all times during the term of the Contract such safety equipment and procedures as are required for protection of persons and property.
- R. The Contractor is responsible for all lines, elevations, and measurements, exercising precaution to verify all dimensions shown on the Contract Drawings.
- S. The Contractor shall be responsible for surface restoration work as required to complete the installation and restore all areas affected due to the performance of the work under this contract. All affected areas shall be left in the same or in a condition better than existed before the start of construction or as shown on the Contract Drawings.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS – BASE BID

- A. Provide and pay for all labor, superintendence, materials, tools, transportation, services, licenses, taxes, equipment and all means of construction necessary and reasonably incidental to the completion of the improvements required for the "Audubon Municipal Building Security Improvements" at the Audubon Municipal Building in Audubon, New Jersey as specified herein and as shown on the Contract Drawings.
- B. All materials and labor obviously a part of the work, and as necessary for proper installation and/or operation of same, although not specifically indicated on the Contract Drawings and/or in the Specifications shall be provided by the Contractor as if called in detail without additional cost to the Owner.
- C. Measurement and payment will be made in accordance with the approved schedule of values for work and materials that are installed and accepted by the Architect.

#### 1.4 CONTRACTOR USE OF PREMISES

- A. Limit use of the premises to construction activities in areas indicated.
  - 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
  - 2. Contractor to secure and protect work area from rest of the facility for dust and noise control.

3. Contractor shall clean the project area at the end of each work day.

END OF SECTION

## MEASUREMENT AND PAYMENT

### PART 1 - GENERAL

#### 1.1 BID/PAY ITEMS / SCHEDULE OF VALUES

- A. All payments or credits shall be made on the basis of the TOTAL PRICE BID by the Contractor. The Contractor shall submit a detailed and balanced schedule of values. Following the acceptance of the schedule of values by the Owner, progress payments may be requested based on the approved schedule.
- B. The Contractor shall prepare his schedule of values so that it reflects the actual costs which the bidder anticipates the performance of work under each item delineated so that the item includes all costs associated with the bidders anticipated profit, overhead and costs to perform the work.
- C. The Owner may increase or decrease the quantity of work to be done under any item and that the Contractor will only be paid for actual quantity of work provided based on the prices delineated under the Owner approved schedule of values.
- D. The schedule of values will be considered materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- E. No progress payments will be made for Lump Sum items for which the Contractor has not included a price breakdown in the Owner approved schedule of values.
- F. Measurement for partial payments will be made by the Architect and will be based on the work that the Architect considers complete, and the assigned values in the Owner approved schedule of values. The Architect shall be the sole judge of the percentage of completion of a Lump Sum item.
- G. Individual schedule of value items will not be considered complete until installation and testing are complete and the item is placed in service, or in the Architect's judgment is available to be placed in service.

#### 1.2 PROGRESS PAYMENTS (PARTIAL PAYMENTS)

- A. Progress payments for the approved and measured quantities of an item will be subject to the retainage as set forth in the General conditions.
  - 1. Progress payments approved for temporary measures are made based on the temporary measure being maintained by the Contractor until replaced by permanent measures or until no longer required and the Contractor is directed by the Architect to remove the temporary measure.
  - 2. When in the opinion of the Architect, the Contractor is not maintaining the temporary measure, the Contractor shall be so notified by the Architect.
  - 3. Following notice to the Contractor the Architect will increase retainage on Contractors future application or applications for progress payments in an



amount equal to or exceeding that previously approved for the temporary measures that are not being maintained by the Contractor.

#### 1.4 MEASUREMENT OF QUANTITIES

- A. The Architect shall be the sole judge of the completeness of the work as well as the quantity of the item installed in the work.
- B. Completed work shall be measured for payment by the Contractor. The measurement shall be performed in the presence of the Architect. The measurement shall be certified by the Contractor and witnessed by the Architect.
- C. Method of measurements shall be as delineated on the Owner approved schedule of values.
- D. The day the measurement is performed the Contractor shall provide to the Architect one copy of the certified and witnessed measurements.
- E. Contractors application for payment shall be accompanied by certified and witnessed measurement records covering all work for which payment is requested.

#### 1.5 CREDITS

- A. No payments will be made for items or quantities of items not installed in the work. The Contractor will be paid only for work and materials that are installed and accepted.

#### 1.6 WORK INCLUDED IN PRICE BID

- A. The total price bid by the Contractor shall include all labor (based on NJ Prevailing Wages), superintendence, materials, tools, transportation, plant and equipment, overhead and profit, and all means of construction necessary and reasonably incidental to the complete and fully operational "Audubon Municipal Building Security Improvements" in accordance with the Contract Documents. No additional or separate payments will be allowed under this contract.
- B. All materials and labor obviously a part of the work, and as necessary for proper installation and/or operation of same, although not specifically indicated on the Contract Drawings and/or in the Specifications shall be provided by the Contractor as if called out in detail without additional cost to the Owner and shall be considered to be included in the total price bid by the Contractor.
- C. Measurement and payment will be made in accordance with the approved schedule of values for work and materials that are installed and accepted by the Architect.

END OF SECTION

## **ALLOWANCE**

### **PART 1 - GENERAL**

1.1 DESCRIPTION OF THE WORK: The Contractor shall provide for a \$5,000 allowance for "if and where work" as directed by the Owner and/or Architect.

1.2 The Contractor will only be paid for actual work directed by the Owner.

**END OF SECTION**

## **SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Section Includes:
  - 1. Submittal procedures.
  - 2. Product Data, Shop Drawings, and Samples.
  - 3. Assurance/Control submittals.
    - a. Certificates.
    - b. Manufacturer's installation instructions.
  - 4. Architect's action.

#### **1.2 SUBMITTALS**

- A. Submit two copies of proposed Schedule of Submittals to Architect within 30 days after receipt of Notice to Proceed. List all items require submittal for review and approval by Architect. Utilize Submittal Schedule, AIA Document G712, or other approved format.
- B. Schedule of Submittals: Include the following.
  - 1. Indicate type of submittal; product data, shop drawing, sample, certificate, or other submittal.
  - 2. Identify by Plan and/or Detail number where item is specified, and description of item being submitted.
  - 3. Indicate scheduled date for initial submittal.
- C. Coordinate Schedule of Submittals with Construction Schedule. Revise and update Schedule of Submittals when required by changes in the Construction Schedule. Provide Architect with updated schedules within 2 days of date schedule is revised.

#### **1.3 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with Architect accepted form. Submit the number of opaque reproductions which the Contractor requires, plus two (2) copies which shall be retained by the Architect.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.

- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
- E. Revise and resubmit when required, identify all changes made since previous submission.

#### 1.4 PRODUCT DATA

- A. Product data includes printed information such as catalog cuts, manufacturer's published instructions, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, performance curves and other similar items.
- B. Submit the number of copies which the Contractor requires, plus two copies which will be retained by Architect.
- C. Mark each copy to identify applicable products, models, options, and other data. Submissions which do not specifically indicate the products being used from among multiple products shown will be rejected without review for resubmittal. Supplement manufacturers' standard data to provide information unique to this Project.

#### 1.5 SHOP DRAWINGS

- A. Submit in the form of one reproducible transparency and one opaque reproduction.
- B. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article above.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

#### 1.6 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes in colors selected, textures, and patterns for Architect selection.
- C. Include identification on each sample, with full Project information.

- D. Submit four (4) samples; one of which will be retained by the Architect, minimum of three (3) sets.

#### 1.7 CERTIFICATES

- A. When specified on the Construction Drawings or requested by the Owner, submit certification by manufacturer to Architect, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

#### 1.8 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified on the Construction Drawings, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Architect in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.9 ARCHITECT ACTION

- A. For submittals where action and return is required or requested, Architect will review each submittal, mark to indicate action taken, and return promptly; generally within 10 calendar days from date of receipt.
  - 1. Compliance with specified characteristics is the Contractor's responsibility.
  - 2. Submittals for information, closeout documents, record documents and other submittals for similar purposes, no action will be taken.
- B. Action Stamp: Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken.
  - 1. "No Exceptions Taken": Final Unrestricted Release. Where submittals are marked "No Exceptions Taken", that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
  - 2. "Approved as Noted": Final-But-Restricted Release. When submittals are marked "Approved as Noted", that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. "Rejected" or "Resubmit": Returned for Resubmittal. When submittal is marked "Rejected" or "Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
4. Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be retained for the Architect's reference purposes and/or discarded. No return to the Contractor will occur.

END OF SECTION

## PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Administrative and supervisory personnel.
2. Submittals.
3. Contractor quality control.
4. Coordination.
5. Project coordination.
6. Preconstruction meeting.
7. Progress meetings.
8. Progress Reports.
9. Pre-installation meetings.
10. Schedule of Values.
11. Application for Payment.
12. Change Procedures.

#### 1.2 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. Project Manager/Administrator: Contractor Representative experienced in administration, supervision, and quality control of building expansion and alteration construction, similar to Work of this Project, including electrical work.
- B. Project Field Superintendent: Contractor Representative experienced in general field supervision of building construction, similar to Work of this Project, including electrical work, to supervise, direct, inspect and coordinate Work of Contractor, subcontractors, suppliers and installers, and expedite Work to assure compliance with Construction Schedules. Project Field Superintendent shall be a full-time on-site job assignment.

#### 1.3 SUBMITTALS

- A. Submit shop drawings, product data, samples, and other required submittals, in accordance with Section 013000 - Submittal Procedures, for review and compliance with Contract Documents, and for conformance to field dimensions and clearances.
- B. Submit Requests for Information and interpretation of Contract Documents in a timely manner and obtain replies from Architect prior to proceeding with the work in question.
- C. Submit schedule of values not less than seven (7) days prior to first payment request. Submit "pencil copy" of proposed Payment Application (fax or email is acceptable) not less than 96 hours prior to the scheduled site meeting at which the Payment Application is to be presented.



#### 1.4 CONTRACTOR QUALITY CONTROL

- A. Coordinate all program activities through the representatives of the local utility companies, or their assigned agents as required.
- B. Coordinate scheduling of inspection and testing required by individual specification Sections and in accordance with Section 014000 - Quality Control.
- C. Coordinate schedule for testing to be performed by the Owner under separate contract.

#### 1.5 COORDINATION DRAWINGS

- A. Prepare and distribute coordination drawings where close coordination is required for installation of Products and materials fabricated off-site by separate entities, and where limited space availability requires maximum utilization of space for efficient installation of different components. Show interrelationship of components shown on separate shop drawings. Indicate required installation sequences.

#### 1.6 PROJECT COORDINATION

- A. Coordinate construction activities and work of all trades under the construction documents and Work of Contract to facilitate orderly installation of each part of Work. Coordinate construction operations included under the construction documents and Contract that are dependent upon each other for proper installation, connection, and operation.
- B. Where installation of one part of Work is dependent on installation of other components, either before or after that part of Work, schedule construction activities in sequence required to obtain uninterrupted installation.
- C. Obtain drawings, manufacturer's product data, instructions, and other data to provide a complete and proper installation.
  - 1. Check field dimensions prior to installing products. Verify necessary clearances and means of access from equipment storage to final position.
  - 2. Make data and information available to trades involved.
- D. Ensure that utility requirements for the installation of service laterals, meter locations, etc. are compatible current regulations.
- G. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination.
- H. After Owner occupancy of Project, coordinate access to project for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## 1.7 PRE-CONSTRUCTION MEETING

- A. Owner and Architect will schedule a meeting after Notice of Award.
- B. Attendance: Owner, Architect, Contractor, Project Superintendent, and Contractor Quality Control Representative, plus others at the invitation of the Owner.
- C. Agenda:
  - 1. Distribution of executed bonds and insurance certificates.
  - 2. Distribution of executed Contracts and Contract Documents.
  - 3. Submission of schedule of values.
  - 4. Designation of personnel representing the parties in Contract.
  - 5. Procedures and processing of Requests for Information, field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and contract closeout procedures.
  - 6. Scheduling.
  - 7. Review of any special conditions or requirements for interim inspections.
  - 8. Construction facilities and temporary controls.
- D. Architect or authorized representative will record minutes and distribute copies to participants, and those affected by decisions made.

## 1.8 PROGRESS MEETINGS

- A. Architect or authorized representative will schedule and administer meetings throughout progress of Work at intervals as agreed upon by the Owner, Architect and Contractor.
- B. Architect or authorized representative will make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- C. Attendance: Job Superintendent, Contractor Quality Control Representative, major Subcontractors and suppliers, and Architect as appropriate to agenda topics for each meeting.
- D. Architect or authorized representative will record minutes and distribute copies to participants, and those affected by decisions made.

## 1.9 PROGRESS REPORTS

- A. Construction Progress Schedules
  - 1. Submit initial progress schedule in duplicate within 15 days after "Commencement of Work" for Owner/Architect review.
  - 2. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

3. Submit a horizontal bar chart with separate line for each section of Work, identifying first work date of each week.

#### 1.10 SCHEDULE OF VALUES

- A. Submit a construction cost breakdown after contract award to the Architect using AIA Form G703, or other approved format. Contractor may be required to utilize established formats as may be required by entities providing funding for the project.

#### 1.11 APPLICATION FOR PAYMENT

- A. Submit three (3) original copies of each application in the prescribed format for review, signature & processing at the Project Meeting assigned for that purpose. Submit "pencil copy" of proposed Payment Application (fax or email is acceptable) not less than 96 hours prior to the scheduled site meeting at which the Payment Application is to be presented.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Following completion of the following requirements, final payment request may be submitted:
  1. Complete work listed as incomplete at time of substantial completion, or otherwise assure Owner of subsequent completion of individual incomplete items.
  2. Settle liens and other claims, or assure Owner of subsequent settlement.
  3. Submit proof of payment on fees, taxes and similar obligations.
  4. Transfer operational, access, security and similar provisions to Owner; and remove temporary facilities, tools and similar items.
  5. Completion of requirements specified in "Project Closeout" section.
  6. Obtain consent of surety for final payment.

#### 1.12 CHANGE PROCEDURES

- A. Submit backup materials and costs associated with any proposed Change Order to the Owner & Architect for review. DO NOT proceed with any work for which a Change Order is necessary without written approval to do so. Failure to obtain written approval may void Contractor's claim associated with the changed work, or the acceptance thereof.
- B. Change Procedures: Change Order Forms - AIA G701 or other approved format.

END OF SECTION

## **SECTION 013523**

### **SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY**

#### **PART 1 – GENERAL**

##### **1.1 CONTRACTOR'S RESPONSIBILITY FOR SAFETY**

- A. The Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.

##### **1.2 FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS**

- A. Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

##### **1.3 SAFE ACCESS**

- A. The Contractor shall at all times provide proper facilities for safe access to the work by Owner, his representatives, or authorized government officials.

##### **1.4 CONSTRUCTION SAFETY PROGRAM**

- A. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.
- B. The duty of the Architect to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

##### **1.5 SAFETY EQUIPMENT**

- A. The Contractor, as part of his safety program, shall maintain at his office or other well-known place at the job site, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of any person who may be injured on the job site.

- B. The Contractor shall do all work necessary to protect the general public from hazards and shall be furnished in sufficient amount to safeguard the public and the work.
- C. The performance of all work and all completed construction particularly with respect to ladders, platforms, openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.
- D. During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in streets, sidewalks, floors, roofs, and walkways, All such barriers shall have adequate warning lights as necessary, or required, for safety.

#### 1.6 ACCIDENT REPORTS

- A. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the appropriate governmental agencies and to the Architect. In addition, the Contractor must promptly report in writing to the appropriate governmental agencies and to the Architect all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- B. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the appropriate governmental agencies and to the Architect, giving full details of the claim.

#### 1.7 TRAFFIC SAFETY AND ACCESS TO PROPERTY

- A. Comply with all rules and regulations of the city, state, and county authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the Owner. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits, Protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project, and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- B. Where traffic will pass over backfilled trenches before they are paved, the top of the trench shall be maintained in a condition that will allow normal vehicular traffic to pass over, temporary access driveways must be provided where required. Cleanup operations shall follow immediately behind backfilling and the work site shall be kept in an orderly condition at all times.
- C. When flagmen and guards are required by regulation or when deemed necessary for safety, they shall be furnished with approved orange wearing apparel and other regulation traffic control devices.

## 1.8 TRAFFIC CONTROL

- A. Traffic control procedures and devices used on all local, county, and state rights-of-way shall meet the requirements of the applicable current laws and regulations for traffic control.

## 1.9 SNOW REMOVAL

- A. On-site snow removal shall be the Contractor's responsibility wherever construction has not been completed. Snow removal shall be performed promptly and efficiently by means of suitable equipment whenever necessary for safety, and as may be directed.

## 1.10 ACCESS FOR POLICE, FIRE, AND POSTAL SERVICE

- A. Notify the fire department and police department before closing any street or portion thereof. No closing shall be made without the Owner's approval. Notify said departments when the streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without special written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access.
- B. The Contractor shall leave his night emergency telephone number or numbers with the police department so that contact may be made easily at all times in case of emergencies.
- C. Maintain postal service facilities in accordance with the requirements of the U.S. Postal Service.

## 1.11 FIRE PREVENTION AND PROTECTION

- A. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

## 1.12 WATCHMEN

- A. The Contractor, where necessary to safeguard the work and equipment, shall employ a licensed, uniformed watchman or watchmen physically capable of adequately patrolling the whole of the work, who shall be at the site of the work at all times, except during ordinary working hours, from the beginning to the date of acceptance of the work.

#### 1.13. CONTRACTOR TO SAFEGUARD EXISTING UTILITIES

- A. The Contractor shall perform all work including excavation, dewatering, and demolition operations, in such a manner as to avoid damage to existing buildings, fire hydrants, power poles, lighting standards, and all other existing utilities, public or private.

#### 1.14 PROTECTION OF PUBLIC PROPERTY

- A. The Contractor shall employ such means and methods as necessary to adequately protect public property and property of the owner against damage. In the event of damage to such property, the Contractor shall, at his own expense, immediately restore the property to a condition equal to its original condition and to the satisfaction of the Architect and the owner of said property.

#### 1.15 PROTECTION OF PRIVATE PROPERTY

- A. Protect stored materials and other items located adjacent to the proposed work. Notify property owners affected by the construction at least 48 hours in advance of the time construction begins. During construction operations, construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his residence or place of business for a period exceeding 8 hours, unless the Contractor has made special arrangements with the affected persons.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION



## QUALITY CONTROL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 2. Quality control procedures.
  - 3. Contractor's testing and inspection reports.
  - 4. Non-compliance check-off list.
  - 5. Completion and inspection of Work.
  - 6. Field samples.

#### 1.2 QUALITY CONTROL PROCEDURES

- A. Monitor quality control over Contractor staff, subcontractors, suppliers, manufacturer's, products, services, site conditions, and workmanship.
- B. Comply fully with manufacturer's published instructions, including each step in sequence of installation.
- C. Should manufacturer's published instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for Work, except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons who are thoroughly qualified and trained in their respective trade, to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- G. Perform tests required by governing authorities having jurisdiction and utilities having jurisdiction.

#### 1.3 CONTRACTOR FIELD INSPECTION AND TESTING

- A. Contractor: Test and Inspect Work provided under this Contract to ensure Work is in compliance with Contract requirements.
- B. Preparatory Inspection: Performed prior to beginning Work and prior to beginning each segment of Work and includes:

- C. Initial Inspection: Performed when representative portion of each segment of Work is completed and includes:
  - 1. Performance of required tests.
  - 2. Quality of workmanship.
  - 3. Review for omissions or dimensional errors.
  - 4. Examination of products used, connections and supports.
  - 5. Approval or rejection of inspected segment of Work.
- D. Follow-Up Inspections: Performed daily, and more frequently as necessary, to assure non-complying Work has been corrected.
- E. Testing and Inspection: Perform testing and inspection in accordance with Owner's and/or Municipal requirements.

#### 1.5 CONTRACTOR'S TEST AND INSPECTION REPORTS

- A. Prepare and submit, to Architect, a written report of each test or inspection signed by Contractor Quality Control Representative performing inspection within 2 days following day inspection was made.
- B. Include the following on written reports of inspection:
  - 1. Cover sheet prominently identifying that inspection "CONFORMS" or "DOES NOT CONFORM" to Contract Documents.
  - 2. Date of inspection and date of report.
  - 3. Project name, location, solicitation number, and Contractor.
  - 4. Names and titles of individuals making inspection, if not Contractor's Project Field Superintendent.
  - 5. Description of Contract requirements for inspection by referencing Specification Section.
  - 6. Description of inspection made, interpretation of inspection results, and notification of significant conditions at time of inspection.
  - 7. Requirements for follow-up inspections.

#### 1.6 NON-COMPLIANCE CHECK-OFF LIST

- A. Maintain check-off list of Work that does not comply with Contract Documents, stating specifically what is non-complying, date faulty Work was originally discovered, and date Work was corrected. No requirement to report deficiencies

corrected same day it was discovered. Submit copy of Non-Compliance Check-Off List of non-complying work items to Architect on a weekly basis.

#### 1.7 COMPLETION AND INSPECTION OF WORK

- A. Prior to final acceptance by Architect, submit a certification signed by Contractor to Architect stating that all Work has been inspected and all Work, except as specifically noted, is complete and in compliance with Contract Documents.
- B. Record Documents: By Contractor Quality Control Representative. Ensure that "As-Builts" required by Section 017001 - Closeout Submittals, are marked to show any deviations which have been made during the course of construction and are kept current on a daily basis. Upon completion of the Work, certify the accuracy of the "As-Builts" and submit to Architect.

#### 1.8 FIELD SAMPLES

- A. Construct field samples at the site for review as requested by the Owner or Owner's representative. Acceptable samples represent a quality level for work. Field samples shall remain in place until subject project work is completed and accepted.

END OF SECTION

## **MATERIAL / MANUFACTURER SUBSTITUTION POLICY**

### **PART 1 - GENERAL**

#### **1.1 MATERIALS AND EQUIPMENT**

##### **A. Products:**

1. Products: Means new material, machinery components, equipment, fixtures, and systems forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
2. Use interchangeable components of the same manufacture for similar components.

##### **B. Product Options:**

1. Products specified by Reference Standards or by Description Only: Any product meeting those standards or description and approved by the Architect.
2. Products specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named by the Architect.

#### **1.2 SUBSTITUTION POLICY**

- A. Contractor must take note that certain provisions within the drawings for these projects have been designed to utilize a specific product(s) available only through the designated manufacturer(s). The products and materials specified in this manner have been identified by the Owner and/or the Architect as the "basis of design" for the project(s), and may not be substituted unless specifically agreed to in writing by the Owner and/or the Architect. This policy will be strictly adhered to in order to maintain uniform appearance, function, and maintenance considerations for the project.
- B. If a specified product or material is no longer available, or a substitution is desired for other reasons, for items specified as a specific model number, color, and/or manufacturer, the proposed product will be required to be completely equal in every respect to the item specified. The criteria for approval as an "equal" shall include, but not be limited to, performance, dimension, appearance, finish, warranty, and/or the interchangeability of replacement parts with the product originally specified.
- C. Proposed substitutions shall be submitted to the Architect in writing, including detailed shop drawings and product data for the proposed product, as applicable.

**END OF SECTION**

## EXECUTION REQUIREMENTS

### 1.1 SUMMARY

#### A. Section Includes:

1. Installation.
2. Cleaning.
3. Starting and adjusting.

#### B. Installation:

1. Refer to installation requirements included on the drawings or indicated in the manufacturers written specifications.
2. For each Product, inspect substrate and conditions under which the Work will be performed. Do not proceed until unsatisfactory conditions have been corrected.
3. Comply with manufacturer's published installation instructions and recommendations, to extent that instructions and recommendations are more explicit or stringent than requirements in Contract Documents.
4. Inspect Products immediately upon delivery to Project Site ready for installation.
  - a. Inspect Products immediately before start of application, installation, or erection.
  - b. Reject damaged and defective Products.
5. Verify and check dimensions and measurements before start of installation or erection.
6. Coordinate closing-in of Work with required inspections and tests.
  - a. Do not cover Work until inspected and approved by appropriate person or entity.
7. Provide fasteners, attachments, connection devices, and methods as indicated on Drawings or as specified.
  - a. Where not indicated or specified provide appropriate methods necessary for securing Work.
  - b. Secure Work plumb, true to line and level.
  - c. Provide for expansion and building movement.

## 1.2 CLEANING

- A. Cleaning During Construction: Maintain the project site as clean as practicable throughout construction period, including the removal of debris, trash, etc.
- B. Final Cleaning:
  - 1. Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.
  - 2. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's published instructions.
  - 3. Complete following cleaning operations before requesting Punchlist inspection for Substantial Completion of Project by Architect. Project shall be "move-in" ready for Punchlist inspection.
    - a. Clean Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove petro-chemical spills, stains and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
    - b. Remove tools, construction equipment, machinery and surplus material from Project Site.
    - c. Remove snow and ice to provide safe access to building.
    - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
    - g. Vacuum clean carpet and similar soft surfaces, removing debris and excess nap. Shampoo if required.
    - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

- i. Remove labels that are not permanent labels.
  - j. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that can not be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
  - k. Wipe surfaces of mechanical and electrical equipment, and other similar equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.
  - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - m. Replace air disposable filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills. Clean ducts, blowers, and coils if units were operated without filters during construction.
  - n. Clean light fixtures, lamps, globes and reflectors to function with full efficiency. Replace any burned out bulbs, and defective and noisy starters in fluorescent and mercury vapor fixtures.
  - o. Leave Project clean and ready for occupancy.
4. Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from Project Site and dispose of in accordance with requirements of local authorities having jurisdiction.

### 1.3 STARTING AND ADJUSTING

#### A. Starting Systems:

- 1. Coordinate schedule for start-up of various equipment and systems.
- 2. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- 3. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- 4. Verify wiring and support components for equipment are complete and tested.
- 5. Execute start-up under supervision of applicable Contractors' personnel in accordance with manufacturers' instructions.
- 6. When specified in individual specification Sections, require manufacturer to provide authorized representative be present at Project Site to inspect,



check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

B. Demonstration and Instruction:

1. Demonstrate operation and maintenance of Products to Owner's personnel 2 weeks before Date of Final Acceptance.
2. Demonstrate Project equipment and provide operation instruction by qualified installer representative who is knowledgeable about Project.
3. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

END OF SECTION

## CLOSE-OUT SUBMITTALS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Operation and Maintenance manuals.
2. Product warranties.
3. "Record As-Built Drawings".

#### 1.2 OPERATION AND MAINTENANCE MANUALS

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1. Prepare data in the form of an instructional manual.
2. Binders: Commercial quality, 8-1/2 x 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
3. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
4. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.
5. Text: Manufacturer's published data, or typewritten data on 20 pound paper.
6. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
7. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, in three parts as follows:
  - a. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
  - b. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - 1) Significant design criteria.

- 2) List of equipment.
  - 3) Parts list for each component.
  - 4) Operating instructions.
  - 5) Maintenance instructions for equipment and systems.
  - 6) Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- c. Part 3: Project documents and certificates, including the following:
- 1) Shop drawings and product data.
  - 2) Certificates.
  - 3) Photocopies of warranties.

### 1.3 PRODUCT WARRANTIES

- A. Submit Warranties required for specific Products or Work as specified in each individual Section.
- B. List of Minimum Required Warranties and Guarantees (where applicable):
1. General Contractor - One (2) two year guarantee for all labor and materials for the entire project.
  2. HVAC Contractor - One (2) two year guarantee for all labor and materials and manufacturer's standard guarantees for equipment within the scope of this contract.
  3. Electrical Contractor - One (2) two year guarantee for all labor and materials, and manufacturer's standard guarantees for all equipment and fixtures within the scope of this contract.
  4. Windows and Doors - Manufacturer's standard guarantee, one (1) year minimum.
  5. Carpeting - Manufacturer's standard guarantee, one (1) year minimum for material and installation.
  6. Major Appliances - e.g., range, range hood, refrigerator, disposal, washer and dryer, thru-wall A.C. units, dishwashers, etc. - Manufacturer's standard guarantees, one (1) year minimum.

C. Form of Submittals:

1. Bind in commercial quality 8-1/2 x 11 inch three D side ring binders with durable plastic covers.
2. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
3. Table of Contents: Neatly typed, in sequence of Table of Contents of Project Manual, with each item identified with number and title of specification Section in which specified, and name of Product or Work item.
4. Separate each warranty with index tab sheets keyed to Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

D. Time of Submittals:

1. For equipment or component parts of equipment put into service during construction with Architect approval, submit documents within 10 days after acceptance.
2. Make other submittals within 10 days after Date of Final Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Final Completion, submit within 10 days after acceptance.

1.4 "PROJECT RECORD AS-BUILT DRAWINGS"

A. Project Record Documents required include:

1. Marked-up copies of Contract Drawings.
2. Marked-up copies of Shop Drawings.
3. Marked-up copies of Contract Modifications.
4. Marked-up Product Data submittals.
5. Field records for variable and concealed conditions.
6. Record information on Work that is recorded only schematically.

B. Maintenance of Documents: Store record documents in field office apart from Contract Documents used for construction. Do not permit Project Record Documents to be used for construction purposes. Maintain and protect record

documents from damage in a clean, dry, legible condition. Make documents available at all times for inspection.

C. Record Drawings:

1. During construction, maintain a set of black-line white-prints of Contract Drawings and Shop Drawings for Project Record Document purposes.
  - a. Mark these Drawings to indicate actual installation where installation varies from installation shown originally. Give particular attention to information on concealed elements which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
    - 1) Dimensional changes to Drawings.
    - 2) Revisions to details shown on Drawings.
    - 3) Depths of foundations below first floor.
    - 4) Locations and depths of underground utilities.
    - 5) Revisions to routing of piping and conduits.
    - 6) Revisions to electrical circuitry.
    - 7) Actual equipment locations.
    - 8) Duct size and routing.
    - 9) Locations of concealed internal utilities.
    - 10) Changes made by Contract Modification.
    - 11) Details not on original Contract Drawings.
  - b. Mark completely and accurately record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
  - c. Mark record sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of Work at same location.
  - d. Mark important additional information which was either shown schematically or omitted from original Drawings.
  - e. Note construction change directive numbers, alternate numbers, Contract Modification numbers and similar identification.

- f. Contractor bears full Responsibility for Markup and Supervision of the As-Built documentation throughout the course of the project. Where feasible, individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or similar entity, is required to prepare mark-up on Record Drawings.
    - 1) Accurately record information in an understandable Drawing technique.
    - 2) Record data as soon as possible after it has been obtained. In case of concealed installations, record and check mark-up prior to concealment.
  - g. At time of Final Acceptance, submit record Drawings to Architect for Owner's records. Organize into sets, bind and label sets for Owner's continued use.
2. Copies and Distribution: After completing preparation of Record Drawings, print 3 black-line prints of each Drawing, whether or not changes and additional information were recorded. Organize copies into manageable sets. Bind each set with durable paper cover sheets, with appropriate identification, including titles, dates and other information on cover sheets.
- a. Organize and bind original marked-up set of prints that were maintained during construction in same manner.
  - b. Organize record transparencies into sets matching print sets. Place each set in durable tube-type Drawing containers with end caps. Mark end cap of each container with suitable identification.

D. Additional Record Submittals:

- 1. Refer to other specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Final Acceptance, complete additional records and place in order, properly identified and bound or filed, ready for use and reference.
  - a. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:
    - 1) Load and performance testing.
    - 2) Inspections and certifications by governing authorities.
    - 3) Fire resistance and flame spread test results.
    - 4) Final inspection and correction procedures.

END OF SECTION

**SECTION 017419**  
**CONSTRUCTION WASTE MANAGEMENT**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Recycling nonhazardous construction waste.
  - 2. Disposing of nonhazardous construction waste.

**1.2 DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

**1.3 SUBMITTALS**

- A. Waste Management Plan: Submit three (3) copies of plan within seven (7) days of date established for the Notice to Proceed.
- B. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- C. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

#### 1.4 QUALITY ASSURANCE

- A. Waste Management Conference: Conduct conference at Project site.

#### 1.5 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification and waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 PLAN IMPLEMENTATION

- A. General: Implement rules and regulations of waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract. Conduct construction waste management and disposal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
  - 1. Distribute waste management plan to everyone concerned within three (3) days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be recycled or reused.



### 3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

### 3.3 RECYCLING CONSTRUCTION WASTE

- A. Paragraphs and subparagraphs in this Article are examples of items that are common to normal construction operations; retain or add other specific disposal, cleanup, or removal requirements to suit Project or recycling facilities.
- B. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- C. Site-Clearing Wastes: Chip brush, branches, and trees on-site or at landfill facility.

D. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

E. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.4 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

**SECTION 054000**  
**COLD-FORMED METAL FRAMING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Interior non-load-bearing wall framing.
  - 2. Load-bearing wall framing.
  - 3. Floor joist framing
- B. Related Requirements:
  - 1. Section 055000 "Metal Fabrications".

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of cold-formed steel framing product and accessory.
- B. Shop Drawings:
  - 1. Include layout, spacings, sizes, thicknesses, and types of cold-formed steel framing; fabrication; and fastening and anchorage details, including mechanical fasteners.
  - 2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.

**1.4 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- B. Product Tests: Mill certificates or data from a qualified independent testing agency, or in-house testing with calibrated test equipment indicating steel sheet complies with

requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.

C. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."

## 1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect cold-formed steel framing from corrosion, moisture staining, deformation, and other damage during delivery, storage, and handling.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

A. Manufacturers (or equivalent): Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Dietrich Metal Framing; a Worthington Industries Company.
2. MarinoWARE.
3. Nuconsteel; a Nucor Company.
4. Steel Network, Inc. (The).
5. Super Stud Building Products, Inc.
6. United Steel Manufacturing.

### 2.2 COLD-FORMED STEEL FRAMING, GENERAL

A. Steel Sheet: ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of grade and coating weight as follows:

1. Grade: ST33H (ST230H) for 18 and 20 gage material, ST50H (ST340H) for 12 to 16 gage material.
2. Coating: G60 (Z180).

B. Steel Sheet for Clips: ASTM A 653/A 653M, structural steel, zinc coated, of grade and coating as follows:

1. Grade: 50 (340), Class 1.
2. Coating: G60 (Z180).

### 2.3 INTERIOR NON-LOAD-BEARING WALL FRAMING

A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:

1. Minimum Base-Metal Thickness: 0.0428 inch (1.09 mm).
  2. Flange Width: 1-5/8 inches (41 mm).
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: 0.0428 inch (1.09 mm).
  2. Flange Width: 1-1/4 inches (32 mm).
- C. Vertical Deflection Clips: Manufacturer's standard clips, capable of accommodating upward and downward vertical displacement of primary structure through positive mechanical attachment to stud web.
1. Manufacturers (or equivalent): Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dietrich Metal Framing; a Worthington Industries company.
    - b. MarinoWARE.
    - c. Steel Network, Inc. (The).

## 2.4 LOAD-BEARING WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: 0.0329 inch (0.836 mm) (33 mil, structural 20 gauge).
  2. Flange Width: 1-5/8 inches (41 mm).
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with straight flanges, and as follows:
1. Minimum Base-Metal Thickness: 0.0329 inch (0.836 mm)
  2. Flange Width: 1-5/8 inches (41 mm).
- C. Steel Box or Back-to-Back or L-Headers: Manufacturer's standard C-shapes or L-shapes used to form header beams, of web depths indicated, unpunched, with stiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: 0.0329 inch (0.836 mm).
  2. Flange Width: 1-5/8 inches (41 mm) minimum for C-shapes, and top flange width minimum 2 inches (51 mm) for L-shapes.
  3. Holes in header members greater than 1/4 inch (6 mm) are not permitted without an approved design.

- D. Vertical Deflection Clips: Manufacturer's standard bypass and head-of-wall clips, capable of accommodating 1.5 inches (38 mm) upward and downward vertical displacement of primary structure (with total vertical movement of 3 inches (76 mm)) through positive mechanical attachment to stud web. Minimum deflection clip thickness: 97 mil (2.46 mm) (12 gauge).
1. Basis-of-Design Product: Subject to compliance with requirements, provide Super Stud Building Products, Inc.; or comparable product by one of the following:
    - a. Super Stud Building Products, Inc.
    - b. Simpson Strong-Tie, Inc.
    - c. The Steel Network.
- E. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure, and as follows:
1. Minimum Base-Metal Thickness: 0.0428 inch (1.1 mm) (43 mil, 18 gauge).
  2. Flange Width: 1 inch (25 mm) plus the design gap, or 1.5 inches (38 mm), whichever is greater.
- F. Drift Clips (where indicated on drawings): Manufacturer's standard bypass or head clips, capable of isolating wall stud from upward and downward vertical displacement and lateral drift of primary structure through positive mechanical attachment to stud web and structure.

## 2.5 FLOOR JOIST FRAMING

- A. Steel Joists: Manufacturer's standard C-shaped steel joists, of web depths indicated, with stiffened flanges, and as follows.
1. Minimum Base-Metal Thickness: 0.0428 inch (1.1 mm) (43 mil, 18 gauge).
  2. Flange Width: 1-5/8 inches (41 mm) minimum.
- B. Steel Joist Track: Manufacturer's standard U-shaped steel joist track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: Matching steel joists.
  2. Flange Width: 1-1/4 inches (32 mm) minimum.

## 2.6 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories from steel sheet, ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of same grade and coating weight used for framing members.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
  - 1. Supplementary framing.
  - 2. Bracing, bridging, and solid blocking.
  - 3. Web stiffeners.
  - 4. Anchor clips.
  - 5. End clips.
  - 6. Foundation clips.
  - 7. Gusset plates.
  - 8. Stud kickers and knee braces.
  - 9. Joist hangers and end closures.
  - 10. Hole reinforcing plates.
  - 11. Backer plates.

## 2.7 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- B. Anchor Bolts: ASTM F 1554, Grade 36, threaded carbon-steel headless bolts, with encased end threaded, and carbon-steel nuts; and flat, hardened-steel washers; zinc coated by hot-dip process according to ASTM A 153/A 153M, Class C.
- C. Expansion Anchors: Fabricated from corrosion-resistant materials, with allowable load or strength design capacities calculated according to ICC-ES AC193 and ACI 318 greater than or equal to the design load, as determined by testing per ASTM E 488 conducted by a qualified testing agency.
- D. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with allowable load capacities calculated according to ICC-ES AC70, greater than or equal to the design load, as determined by testing per ASTM E 1190 conducted by a qualified testing agency.
- E. Mechanical Fasteners: ASTM C 1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screws.
  - 1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- F. Welding Electrodes: Comply with AWS standards.

## 2.8 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: ASTM A 780.
- B. Shims: Load bearing, high-density multimonomer plastic, and nonleaching; or of cold-formed steel of same grade and coating as framing members supported by shims.

## 2.9 FABRICATION

- A. Fabricate cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.
  - 1. Fabricate framing assemblies using jigs or templates.
  - 2. Cut framing members by sawing or shearing; do not torch cut.
  - 3. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
    - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners and install according to Shop Drawings, with screw penetrating joined members by no fewer than three exposed screw threads.
  - 4. Fasten other materials to cold-formed steel framing by welding, bolting, pneumatic pin fastening, or screw fastening, according to Shop Drawings.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies to prevent damage or permanent distortion.
- C. Fabrication Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Spacing: Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
  - 2. Squareness: Fabricate each cold-formed steel framing assembly to a maximum out-of-square tolerance of 1/8 inch (3 mm).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine supporting substrates and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.



- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. Cold-formed steel framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed steel framing according to AISI S200 and to manufacturer's written instructions unless more stringent requirements are indicated.
- C. Install shop- or field-fabricated, cold-formed framing and securely anchor to supporting structure.
  - 1. Screw, bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16 inch (1.6 mm).
- D. Install cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened.
  - 1. Cut framing members by sawing or shearing; do not torch cut.
  - 2. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
    - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners and install according to Shop Drawings, and complying with requirements for spacing, edge distances, and screw penetration.
- E. Install framing members in one-piece lengths unless splice connections are indicated for track or tension members.
- F. Install temporary bracing and supports to secure framing and support loads comparable in intensity to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- G. Fasten hole reinforcing plate over web penetrations that exceed size of manufacturer's approved or standard punched openings.
- H. Erection Tolerances: Install cold-formed steel framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Space individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

### 3.3 NON-LOAD-BEARING WALL INSTALLATION

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure as indicated.
- B. Fasten both flanges of studs to top and bottom track unless otherwise indicated. Space studs as follows:
  - 1. Stud Spacing: 16 inches (406 mm) maximum.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.
- D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
  - 1. Install single deep-leg deflection tracks and anchor to building structure.
  - 2. Connect vertical deflection clips to studs and anchor to building structure.
  - 3. Connect drift clips to cold-formed metal framing and anchor to building structure.
- E. Install horizontal bridging in wall studs, spaced vertically in rows indicated on Shop Drawings but not more than 48 inches (1220 mm) apart. Fasten at each stud intersection.
  - 1. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches (305 mm) of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
  - 2. Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs.
- F. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners, to provide a complete and stable wall-framing system.

### 3.4 JOIST INSTALLATION

- A. Install perimeter joist track sized to match joists. Align and securely anchor or fasten track to supporting structure at corners, ends, and spacings indicated on Shop Drawings.
- B. Install joists bearing on supporting frame, level, straight, and plumb; adjust to final position, brace, and reinforce. Fasten joists to both flanges of joist track.
  - 1. Install joists over supporting frame with a minimum end bearing of 1-1/2 inches (38 mm).
  - 2. Reinforce ends and bearing points of joists with web stiffeners, end clips, joist hangers, steel clip angles, or steel-stud sections as indicated on Shop Drawings.
- C. Space joists not more than 2 inches (51 mm) from abutting walls, and as follows:

1. Joist Spacing: 24 inches (610 mm); maximum.
- D. Frame openings with built-up joist headers consisting of joist and joist track, or another combination of connected joists if indicated.
  - E. Install joist reinforcement at interior supports with single, short length of joist section located directly over interior support, with lapped joists of equal length to joist reinforcement, or as indicated on Shop Drawings.
  - F. Install bridging at intervals indicated on Shop Drawings. Fasten bridging at each joist intersection as follows:
    1. Bridging: Joist-track solid blocking of width and thickness indicated, secured to joist webs.
    2. Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and joist-track solid blocking of width and thickness indicated. Fasten flat straps to bottom flange of joists and secure solid blocking to joist webs.
  - G. Secure joists to load-bearing interior walls to prevent lateral movement of bottom flange.
  - H. Install miscellaneous joist framing and connections, including web stiffeners, closure pieces, clip angles, continuous angles, hold-down angles, anchors, and fasteners, to provide a complete and stable joist-framing assembly.

### 3.5 FIELD QUALITY CONTROL

- A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Field and shop welds will be subject to testing and inspecting.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Remove and replace work where test results indicate that it does not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### 3.6 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION

**SECTION 055000**  
**METAL FABRICATIONS**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Shop fabricated ferrous metal items, galvanized and prime painted.
- B. Rough hardware.
- C. Loose bearing and leveling plates.
- D. Miscellaneous framing and supports.

**1.2 SYSTEM DESCRIPTION**

- A. Design railing, wall rails, and attachments to resist force of 200 lbs. applied in any direction at any point on top of hand rail, without failure or permanent deflection. The railing or rail shall be designed for a uniform load of 50 pounds per foot applied in any direction. The concentrated and uniform loading conditions shall not be applied simultaneously. Ballusters must resist 50 pounds per linear foot over an area of 1 square foot. This load is not assumed to act concurrently with top rail loads.

**1.3 SUBMITTALS**

- A. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Steel Sections: ASTM A36.
- B. Steel Plate: ASTM A283.
- C. Steel Tubing: ASTM A500, Grade B.
- D. Pipe: ASTM A53, Grade B Schedule 40.
- E. Bolts, Nuts, and Washers: ASTM A325 galvanized to ASTM A153 for galvanized members.
- F. Shop and Touch-Up Primer: SSPC 15, Type 1, red oxide.

- G. Touch-Up Primer for Galvanized Surfaces: Zinc rich type.

## 2.2 FABRICATION - GENERAL

- A. Continuously seal joined members by continuous welds.
- B. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush and hairline. Ease exposed edges to small uniform radius.
- C. Exposed Mechanical Fastenings: Flush countersunk screws and bolts, consistent with design of component.

## 2.3 FABRICATION - HANDRAILING

- A. Fit and Shop assemble components in largest practical sizes, for delivery to site.
- B. Grind exposed joints flush and smooth with adjacent finish surface.
- C. Provide pre-built corners (bends) and returns to wall at ends.
- D. Provide steel wall brackets (painted).

## 2.4 FINISHES

- A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- B. Finish all exposed miscellaneous steel items or items in exterior walls or exposed to moisture as per Section 09900 - Painting.

# PART 3 - EXECUTION

## 3.1 EXAMINATION AND PREPARATION

- A. Verify that field conditions are acceptable and are ready to receive Work.
- B. Make provisions for erection loads with temporary bracing. Keep Work in alignment.

## 3.2 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Allow for erection loads and provide temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components as indicated. Perform field welding in accordance with AWS D1.1.

- D. After erection, prime welds, abrasions, and surfaces not shop primed or galvanized, except surfaces to be in contact with concrete.

### 3.3 ADJUST AND CLEAN

- A. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting.
- B. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.

END OF SECTION

**SECTION 061000**  
**ROUGH CARPENTRY**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Framing with dimension lumber.
  - 2. Framing with engineered wood products.
  - 3. Wood blocking, and nailers.

**1.3 DEFINITIONS**

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NLGA: National Lumber Grades Authority.
  - 3. SPIB: The Southern Pine Inspection Bureau.
  - 4. WCLIB: West Coast Lumber Inspection Bureau.
  - 5. WWPA: Western Wood Products Association.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.



## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  - 3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal (38-mm actual) thickness or less, 19 percent for more than 2-inch nominal (38-mm actual) thickness] unless otherwise indicated.
- C. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
  - 1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

## 2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.

- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following as applicable:
  - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
  - 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
  - 4. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.
  - 5. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.3 DIMENSION LUMBER FRAMING

### A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade.

- 1. Application: Interior partitions not indicated as load-bearing.
- 2. Species:
  - a. Mixed southern pine; SPIB.
  - b. Hem-fir; WCLIB, or WWPA.
  - c. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
  - d. Eastern softwoods; NeLMA.

### B. Load-Bearing Partitions: No. 2 grade.

- 1. Application: Exterior walls and interior load-bearing partitions.
- 2. Species:
  - a. Southern pine; SPIB.
  - b. Douglas fir-larch; WCLIB or WWPA.
  - c. Douglas fir-south; WWPA.
  - d. Hem-fir; WCLIB or WWPA.

### C. Joists, Rafters, and Other Framing Not Listed Above: No. 2 grade.

- 1. Species:
  - a. Southern pine; SPIB.
  - b. Douglas fir-larch; WCLIB or WWPA.
  - c. Douglas fir-south; WWPA.
  - d. Hem-fir; WCLIB or WWPA.

## 2.4 ENGINEERED WOOD PRODUCTS

- A. Source Limitations: Obtain each type of engineered wood product from single source from a single manufacturer.
- B. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Boise Cascade Corporation.
    - b. Georgia-Pacific.
    - c. Louisiana-Pacific Corporation.
    - d. Weyerhaeuser Company.
  - 2. Extreme Fiber Stress in Bending, Edgewise: 2600 psi (17.9 MPa) for 12-inch nominal- (286-mm actual-) depth members.
  - 3. Modulus of Elasticity, Edgewise: 1,800,000 psi (12 400 MPa).
- C. Parallel-Strand Lumber: Structural composite lumber made from wood strand elements with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Louisiana-Pacific Corporation.
    - b. Weyerhaeuser Company.
  - 2. Extreme Fiber Stress in Bending, Edgewise: 2900 psi (20 MPa) for 12-inch nominal- (286-mm actual-) depth members.
  - 3. Modulus of Elasticity, Edgewise: 2,200,000 psi (15 100 MPa).
- D. Rim Boards: Product designed to be used as a load-bearing member and to brace wood I-joists at bearing ends, complying with research/evaluation report for I-joists.
  - 1. Manufacturer: Provide products by same manufacturer as laminated veneer lumber and parallel strand lumber.
  - 2. Material: product made from any combination solid lumber, wood strands, and veneers.
  - 3. Thickness: 1-1/4 inches (32 mm).

## 2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
- B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber of any species.
  - 1. Mixed southern pine; SPIB.
  - 2. Hem-fir; WCLIB or WWPA.
  - 3. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
  - 4. Western woods; WCLIB or WWPA.
  - 5. Eastern softwoods; NeLMA.
- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

## 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

## 2.7 METAL FRAMING ANCHORS

- A. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings; product name or designation> or comparable product by one of the following:
  1. Simpson Strong-Tie Co., Inc.
  2. USP Structural Connectors.
- C. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- D. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
  1. Use for interior locations unless otherwise indicated.
- E. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 (Z550) coating designation; and not less than 0.036 inch (0.9 mm) thick.
  1. Use for wood-preservative-treated lumber and where indicated.
- F. Top Flange Hangers: U-shaped joist hangers, full depth of joist, formed from metal strap with tabs bent to extend over and be fastened to supporting member.
  1. Strap Width: 1-1/2 inches (38 mm).
  2. Thickness: 0.050 inch (1.3 mm).
- G. Post Bases: Adjustable-socket type for bolting in place with standoff plate to raise post 1 inch (25 mm) above base and with 2-inch- (50-mm-) minimum side cover, socket 0.062 inch (1.6 mm) thick, and standoff and adjustment plates 0.108 inch (2.8 mm) thick.

- H. Rafter Tie-Downs: Bent strap tie for fastening rafters or roof trusses to wall studs below, 1-1/2 inches (38 mm) wide by 0.050 inch (1.3 mm) thick.
- I. Floor-to-Floor Ties: Flat straps, with holes for fasteners, for tying upper floor wall studs to band joists and lower floor studs, 1-1/4 inches (32 mm) wide by 0.050 inch (1.3 mm) thick by 36 inches (914 mm) long.
- J. Hold-Downs: Brackets for bolting to wall studs and securing to foundation walls with anchor bolts or to other hold-downs with threaded rods and designed with first of two bolts placed seven bolt diameters from reinforced base.
  - 1. Bolt Diameter: [5/8 inch (15.8 mm)] [3/4 inch (19 mm)].
  - 2. Width: [2-1/2 inches (64 mm)] [3-3/16 inches (81 mm)].
  - 3. Body Thickness: [0.108 inch (2.8 mm)] [0.138 inch (3.5 mm)].
  - 4. Base Reinforcement Thickness: [0.108 inch (2.8 mm)] [0.239 inch (6.1 mm)].

## 2.8 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch (25-mm) nominal thickness, compressible to 1/32 inch (0.8 mm); selected from manufacturer's standard widths to suit width of sill members indicated.
- B. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick, selected from manufacturer's standard widths to suit width of sill members indicated.
- C. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, [butyl rubber] [or] [rubberized-asphalt] compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).
- D. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

- D. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- H. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
  - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches (2438 mm) o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
  - 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches (2438 mm) o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal- (38-mm actual-) thickness.
  - 3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. (9.3 sq. m) and to solidly fill space below partitions.
  - 4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet (6 m) o.c.
- I. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- J. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  - 1. Use inorganic boron for items that are continuously protected from liquid water.
  - 2. Use copper naphthenate for items not continuously protected from liquid water.
- K. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

- L. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

### 3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Where wood-preserved-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

### 3.3 WALL AND PARTITION FRAMING INSTALLATION

- A. General: Provide single bottom plate and double top plates using members of 2-inch nominal (38-mm actual) thickness whose widths equal that of studs, except single top plate may be used for non-load-bearing partitions. Fasten plates to supporting construction unless otherwise indicated.
  - 1. For exterior walls, provide 2-by-6-inch nominal- (38-by-140-mm actual-) size wood studs spaced 16 inches (406 mm) o.c. unless otherwise indicated.
  - 2. For interior partitions and walls, provide 2-by-4-inch nominal- (38-by-89-mm actual-) size wood studs spaced 16 inches (406 mm) o.c. unless otherwise indicated.
  - 3. Provide continuous horizontal blocking at midheight of partitions more than 96 inches (2438 mm) high, using members of 2-inch nominal (38-mm actual) thickness and of same width as wall or partitions.
- B. Construct corners and intersections with three or more studs, except that two studs may be used for interior non-load-bearing partitions.
- C. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs. Support headers on jamb studs.
  - 1. For non-load-bearing partitions, provide double-jamb studs and headers not less than 4-inch nominal (89-mm actual) depth for openings 48 inches (1200 mm) and less in width, 6-inch nominal (140-mm actual) depth for openings 48 to 72 inches (1200 to 1800 mm) in width, 8-inch nominal (184-mm actual) depth for openings



- 72 to 120 inches (1800 to 3000 mm) in width, and not less than 10-inch nominal (235-mm actual) depth for openings 10 to 12 feet (3 to 3.6 m) in width.
2. For load-bearing walls, provide double-jamb studs for openings 60 inches (1500 mm) and less in width, and triple-jamb studs for wider openings. Provide headers of depth indicated.

### 3.4 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

**SECTION 06160**  
**WALL SHEATHING**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS:**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.02 SUMMARY:**

- A. The Contractor shall provide wall sheathing as shown on the drawings, as specified in this Section, and as needed for a complete and proper installation, including but not limited to the following:
  - 1. Wall sheathing.

**1.03 RELATED WORK:**

- A. Division 6- Rough Carpentry.

**1.04 REFERENCE DOCUMENTS:**

- A. The following publications are incorporated in this specification by reference and have the same force and effect as if bound herein.
- B. American Society of Mechanical Engineers (ASME).
  - 1. B18.6.1 – Wood Screws (Inch Series).
- C. American Society for Testing and Materials (ASTM).
  - 1. A153/A153M – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
  - 2. E119 – Standard Test Methods for Fire Tests of Building Construction and Materials.
  - 3. F1667 – Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.
- D. International Code Council (ICC-ES).
  - 1. ICC-ES NER-272 – Power Driven Staples and Nails for Use in All Types of Building Construction.
- E. National Institute of Standards and Technology (NIST)
  - 1. PS 2 – Performance Standard for Wood-Based Structural-Use Panels (APA).
- F. All applicable state and local code and other jurisdictional requirements.

#### 1.05 PERFORMANCE REQUIREMENTS:

- A. Securely attach sheathing to substrate by anchoring and fastening in accordance with ICC International Building Code (IBC) Table 2304.9.1 Fastening Schedule.
- B. Fire Resistance Rating: Where fire resistance classifications are indicated, provide materials and application procedures identical to those by UL or tested according to ASTM E119 for type of construction shown.
  - 1. Comply with design designations in UL's Fire Resistance Directory, GA File Numbers in GA-600, or from the listings of another testing and inspecting agency.

#### 1.06 SUBMITTALS:

- A. Product Data: Within 30 calendar days after the Contractor has received Owner's Notice to Proceed.

#### 1.07 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver sheathing products bundled to provide adequate protection during transit and job storage. Inspect products for damage upon delivery. Remove and replace damaged materials.

#### 1.08 WARRANTY/ CLOSEOUT:

- A. Installer's Warranty: The Contractor shall include a copy of the Installer's Warranty for all work, for a term of 1 year after the Date of Substantial Completion.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURER:

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. LP Building Products, <http://www.lpcorp.com/products/walls/osb/>
  - 2. Georgia-Pacific Building Products, <http://www.buildgp.com/plywood-osb>
- B. Product Substitution: In accordance with product substitution requirements described in Division 1, subject to approval by the Architect

#### 2.02 PERFORMANCE REQUIREMENTS:

- A. Fire-Test-Response Characteristics:
  - 1. Fire-Resistance Ratings: Where indicated, provide assemblies tested for fire resistance per ASTM E119.

## 2.03 WOOD PANEL PRODUCTS:

- A. Oriented Strand Board: PS 2, made with binder containing no added urea formaldehyde.
- B. Factory mark panels to indicate compliance with applicable standard.

## 2.04 WALL SHEATHING:

- A. Oriented-Strand-Board Wall Sheathing: Exposure 1, APA Rated Structural 1 sheathing.
  - 1. Nominal Thickness: Not less than 7/16 inch.

## 2.05 FASTENERS:

- A. Fasteners, General: Size and type complying with manufacturer's written instructions for Project conditions and requirements of authorities having jurisdiction.
  - 1. Corrosion Resistance: Hot-dip zinc coating, ASTM A153/A153M or Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: NER-272.
- D. Wood Screws: ASME B18.6.1.

# PART 3 EXECUTION

## 3.01 SURFACE CONDITIONS:

- A. The Contractor shall examine the areas and conditions under which work of this Section will be provided, shall correct conditions detrimental to the timely and proper completion of the work, and shall NOT proceed until unsatisfactory conditions are corrected.
- B. Examine framing spacing and alignment to determine if work is ready to receive sheathing.
- C. Start of installation indicates installer's acceptance of substrate and conditions.

## 3.02 WALL SHEATHING INSTALLATION:

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.

- C. Attach sheathing panels securely to substrate with manufacturer-approved fasteners in compliance with the following:
  - 1. NER-272 for power-driven fasteners.
  - 2. ICC-IBC Table 2304.9.1 Fastening Schedule.
- D. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.
- E. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

END OF SECTION

## SECTION 062023

### INTERIOR FINISH CARPENTRY

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. This Section includes the following:

1. Interior standing and running trim.
2. Finish carpentry items, other than shop prefabricated casework; hardware and attachment accessories.

##### 1.2 SUBMITTALS

B. Product Data: For each type of process and factory-fabricated product.

C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, finishes, and accessories.

##### 1.3 QUALITY ASSURANCE

A. Perform work in accordance with AWI Economy grade quality.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable grading rules of inspection agencies certified by ALSC's Board of Review.
- B. Softwood Plywood: DOC PS 1.
- C. Hardboard: AHA A135.4.
- D. Particleboard: ANSI A208.1, Grade M-2, made with binder containing no urea-formaldehyde resin.

##### 2.2 STANDING AND RUNNING TRIM

A. Softwood Lumber Trim:

1. Species and Grade: Douglas fir-larch or Douglas fir south, Prime or D finish; NLGA, WCLIB, or WWPA.
2. Species and Grade: Southern pine, B & B finish; SPIB.
3. Maximum Moisture Content: 19 percent.

B. Hardwood Lumber Trim:

1. Species and Grade: Red oak or yellow poplar; Clear A finish ; NHLA.

2. Maximum Moisture Content: 13 percent.
- C. Softwood Moldings for Transparent Finish (Stain or Clear Finish): WMMPA WM 4, N-grade wood moldings. Made to patterns included in WMMPA WM 12.
  1. Species: Southern pine or Douglas fir.
  2. Maximum Moisture Content: 15 percent.
- D. Hardwood Moldings for Transparent Finish (Stain or Clear Finish): WMMPA HWM 2, N-grade wood moldings made to patterns included in WMMPA WM 12.
  1. Species: Red oak, or yellow poplar.
  2. Maximum Moisture Content: 9 percent.
- E. Moldings for Opaque Finish (Painted): Made to patterns included in WMMPA WM 12.
  1. Softwood Moldings: WMMPA WM 4, P-grade.
    - a. Species: sugar pine.
    - b. Maximum Moisture Content: 15 percent.
  2. Hardwood Moldings: WMMPA HWM 2, P-grade.
    - a. Species: soft maple or yellow poplar.
    - b. Maximum Moisture Content: 9 percent.
  3. Optional Material: Primed MDF.
- F. Molding Patterns:
  1. Base Pattern as indicated on the drawings.
  2. Shoe-Mold Pattern: as indicated on the drawings.
  3. Casing Pattern: as indicated on the drawings.

## 2.3 FINISH MATERIALS

- A. Plastic Laminate: NEMA LD 3 AWI; 0.040 inch Post Forming, **MANUFACTURERS STANDARD 12300.3**, 0.050 inch General Purpose quality; color, pattern, and texture as selected from manufacturer's standards.
- B. Laminate Backing Sheet: 0.020 inch Backing Sheet grade, undecorated plastic laminate.

## 2.5 MISCELLANEOUS MATERIALS

- A. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue.
  1. Use wood glue that has a VOC content of 30 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

## 2.6 ACCESSORIES

- A. Fasteners: Size and type to suit application; hot dipped galvanized steel for exterior, high humidity and treated wood locations, plain finish elsewhere.
- B. Wall Adhesive: Cartridge type, compatible with wall substrate, capable of achieving durable bond.
- C. Primer: Alkyd primer sealer type.

## 2.7 WOOD TREATMENT PROCESS

- A. Wood Preservative by Pressure Treatment (PT Type): AWWA Treatment C2 using water borne preservative with 0.25 percent retainage.

## 2.8 SHOP TREATMENT OF WOOD MATERIALS

- A. Shop pressure treat wood materials requiring preservatives.
- B. Re-dry wood after pressure treatment to maximum 19 percent moisture content.

## 2.9 FABRICATION

- A. Fabricate to AWI Economy Grade standards.

# PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours.
- B. Prime paint surfaces of items or assemblies in contact with cementitious materials, before installation.
- C. Prime all sides and edges of all finish lumber and plywood.

## 3.2 INSTALLATION, GENERAL

- A. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
  - 1. Scribe and cut interior finish carpentry to fit adjoining work.
  - 2. Countersink fasteners, fill surface flush, and sand where face fastening is unavoidable.
  - 3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset.
  - 4. Install stairs with no more than 3/16-inch variation between adjacent treads and risers and with no more than 3/8-inch variation between largest and smallest treads and risers within each flight.



### 3.3 STANDING AND RUNNING TRIM INSTALLATION

- A. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Cope at returns and miter at corners to produce tight-fitting joints. Use scarf joints for end-to-end joints.

END OF SECTION

**SECTION 085663**  
**ALUMINUM SECURITY WINDOWS**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. This section includes:
  - 1. Aluminum bullet resistant transaction windows as indicated in drawings and sections.
- B. The publication below forms a part of this specification:
  - 1. UNDERWRITERS LABORATORY UL 752 9<sup>th</sup> Edition Standard for Bullet Resisting Equipment dated January 27, 1995.

**1.02 SUBMITTALS**

- A. Product Data: Submit Manufacturer's technical product data substantiating that products comply.
- B. Shop drawings: Submit for fabrication and installation of windows. Include details, elevations and installation requirement of finish hardware and cleaning.
- C. Certification: Provide printed data in sufficient detail to indicate compliance with the contract documents.

**1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver windows crated to provide protection during transit and job storage.
- B. Inspect windows upon delivery for damage. Unless minor defects can be made to meet the Architect's specifications and satisfaction, damaged parts should be removed and replaced.
- C. Store windows at building site under cover in dry location.

**1.04 PROJECT CONDITIONS**

- A. Field measurements: Check opening by accurate field measurement before fabrication. Show recorded measurements on shop drawings. Coordinate fabrication schedule with construction progress to avoid delay of work.

**1.05 WARRANTY**

- A. All material and workmanship shall be warranted against defects for a period of one (1) year from the original date of purchase.

**PART 2 – PRODUCTS**

**2.01 ACCEPTABLE MANUFACTURERS**

- A. Basis of design: Design is based on aluminum bullet resistant transaction windows, manufactured by C.R. Laurence Co., Inc.

## 2.02 MATERIALS

- A. Frames: Aluminum bullet resistant frame modules shall be to the standards established by U.L. 752 Protection Level 3. Frames are to be constructed of 6063-T5 extruded aluminum lined with U.L. listed bullet resistant fiberglass for levels 2 and 3. Replacement of glazing shall be from the secure side of the window or wall unit and does not require the removal of the frame from the opening. Shapes and sizes are to be in accordance with the contract drawings. **FRAMES MUST UTILIZE TESTING RECOGNIZED UNDER THE STANDARDS ESTABLISHED BY U.L. 752 FOR BULLET RESISTANT COMPONENTS.**
- B. Finish: All aluminum to be clear anodized.
- C. Glazing: The glazing must be in accordance with U.L. 752 testing standards Level 3. Laminated glass, polycarbonate, or acrylic.
- D. Shelf: Plastic laminate (not by window manufacturer), as dimensioned on Contract Drawings, with recessed deal tray (by window manufacturer), as dimensioned on Contract Drawings.
- E. Voice Transmission: "Surround Sound" for interior windows only which provides for natural voice communication permitted by the design of the vertical and top frames and glazing technique.

## PART 3 – EXECUTION

### 3.01 INSTALLATION

- A. Install frames and glazing in accordance with manufacturer's printed instructions and recommendations. Repair damaged units as directed (if approved by the manufacturer and the architect) or replace with new units.

### 3.02 CLEANING

- A. Clean frame and glazing surfaces after installation, complying with requirements contained in the manufacturer's instructions. Remove excess glazing sealant compounds, dirt, or other substances.

### 3.03 PROTECTION

- A. Institute protective measures required throughout the remainder of the construction period to ensure that windows to not incur any damage or deterioration, other than normal weathering, at the time of acceptance.

END OF SECTION

## **SECTION 088100**

### **GLASS GLAZING**

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. High performance glass of the following types:

- 1. Tempered glass.

##### **1.2 RELATED SECTIONS**

- A. Section 088101 – GLASS INSTALLATION.

##### **1.3 REFERENCES**

- A. ANSI Z97.1 - American National Standard for Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
- B. ASCE 7 - "Minimum Design Loads for Buildings and Other Structures".
- C. ASTM International (ASTM):
  - 1. ASTM C 162 - Standard Terminology of Glass and Glass Products.
  - 2. ASTM C 1036 - Standard Specification for Flat Glass.

##### **1.4 DEFINITIONS**

- A. Manufacturers of Glass Products: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
- C. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or other specified gas.
- D. Sealed Insulating Glass Unit Surface Designations:
  - 1. Surface 1 - Exterior surface of the outer glass lite.
  - 2. Surface 2 - Interspace surface of the outer glass lite.
  - 3. Surface 3 - Interspace surface of the inner glass lite.
  - 4. Surface 4 - Interior surface of the inner glass lite.

##### **1.5 PERFORMANCE REQUIREMENTS**

- A. General: Provide glass capable of withstanding thermal movement and wind and impact loads (where applicable) as specified in paragraph B following.
- B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service

conditions. Provide glass lites in the thickness designations indicated for various size openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:

1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
  - a. Design Wind Loads: Determine design wind loads applicable to the Project according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.
    - 1) Ultimate Design Wind Speed, 120 mph.
    - 2) Nominal Design Wind Speed: 92 mph
    - 3) Importance Factor: 1.15.
    - 4) Exposure Category: B.
  - b. Specified Design Snow Loads: As indicated on Drawings, but not less than snow loads applicable to Project as required by ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 7.0, "Snow Loads."
- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from ambient and surface temperatures changes acting on glass framing members and glazing components.
- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:
  1. For monolithic-glass lites, properties are based on units with lites 1/4 inch (6.0 mm) thick.
  2. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
  3. Center-of-Glass Values: Based on using LBL-44789 WINDOW 5.0 computer program for the following methodologies:
    - a. U-Factors: NFRC 100 expressed as Btu/ sq. ft. per h per degree F.
    - b. Solar Heat Gain Coefficient: NFRC 200.
    - c. Solar Optical Properties: NFRC 300.

## 1.6 SUBMITTALS

- A. Submit under provisions of Section 013000 – SUBMITTAL PROCEDURES.
- B. Product Data: For each glass product and glazing material indicated.
- C. Glazing Schedule: Use same designations indicated on Drawings for glazed openings in preparing a schedule listing glass types and thicknesses for each size opening and location.
- D. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements. For solar-control low-e-coated glass, provide documentation demonstrating that manufacturer of coated glass is certified by coating manufacturer.
- E. Qualification Data: For installers.
- F. Product Test Reports: For each type of glazing.

- G. Warranties: Special warranties specified in this Section.

## 1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: PPG Certified Fabricator Network, as acceptable to the manufacturer.
- B. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance; and who employs glass installers for this Project who are certified under the National Glass Association Glazier Certification Program as Level 2 (Senior Glaziers) or Level 3 (Master Glaziers).
- C. Source Limitations for Glass: Obtain the following through one source from a single manufacturer for each glass type: clear float glass, coated float glass and insulating glass.
- D. Glass Product Testing: Obtain glass test results for product test reports in "Submittals" Article from a qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.
- E. Glazing Publications: Comply with published recommendations of glass product manufacturers and industry organizations, including but not limited to those below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
1. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass Units."
  2. GANA Publications: "Laminated Glazing Reference Manual"; "Glazing Manual."
  3. AAMA: "Sloped Glazing Guidelines."
  4. IGMA: "Guidelines for Sloped Glazing."
- F. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the following testing and inspecting agency:
1. Insulating Glass Certification Council.
  2. Associated Laboratories, Inc.
- G. Safety Glazing Products: Comply with testing requirements in 16 CFR 1201 and, for wired glass, ANSI Z97.1.
1. Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of the Safety Glazing Certification Council or another certification agency acceptable to authorities having jurisdiction.
  2. Lites more than 9 square feet (sf) (0.84 sq. m) in area are required to be Category II materials.
  3. Where glazing units, including Kind FT glass and laminated glass, are specified in Part 2 articles for glazing lites more than 9 sf in area, provide glazing products that comply with Category II materials, and for lites 9 sf. or less in area, provide glazing products that comply with Category I or II materials.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
- B. For insulating-glass units that will be exposed to substantial altitude changes, comply with insulating-glass manufacturer's written recommendations for venting and sealing to avoid hermetic seal ruptures.

## 1.9 WARRANTY

- A. Manufacturer's Warranty for Coated-Glass Products: Manufacturer's standard form, made out to the glass fabricator in which the coated glass manufacturer agrees to replace coated glass units that deteriorates during normal use within the specified warranty period. Deterioration of the coated glass is defined as peeling and/or cracking, or discoloration that is not attributed to glass breakage, seal failure, improper installation, or cleaning and maintenance that is contrary to the manufacturer's written instructions.
  - 1. Warranty Period: 10 years from date of Substantial Completion.
- B. Manufacturer's Warranty on Insulating Glass: Manufacturer's standard form in which the insulating glass unit manufacturer agrees to replace insulating-glass units that deteriorate during normal use within the specified warranty period. Deterioration of insulating glass units is defined as an obstruction of vision by dust, moisture, or a film on the interior surfaces of the glass caused by a failure of the hermetic seal that is not attributed to glass breakage, improper installation, or cleaning and maintenance that is contrary to the manufacturer's written instructions.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: PPG Industries, Inc., Glass Group  
[www.ppgideascales.com](http://www.ppgideascales.com)
- B. Requests for substitutions will be considered in accordance with provisions of Section 016000 – Material Manufacturer Substitution Policy.

### 2.2 GLASS PRODUCTS

- A. Annealed Float Glass: ASTM C 1036, Type I (transparent flat glass), Quality-Q3; of class indicated.
- B. Tempered Glass: ASTM C 1048, Kind FT (fully tempered), Class 1 (clear); and of quality, finish, and pattern specified.

### 2.3 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

## 2.4 LOW-E INSULATING GLASS

- A. Type: Low-E Clear Insulating Glass. Clear color, low-reflective glass outdoor appearance.
  - 1. Product: "Solarban " 60 (2) Clear + "Sungate®" 600 (4) Clear by PPG Industries, Inc.
  - 2. Insulating Unit Construction: 1/4 inch (6mm) Clear Glass, "Solarban" 60 Solar Control (Sputtered) on second surface (2) + 1/2 inch (13mm) air space + 1/4 inch (6mm) Clear (transparent) Float Glass "Sungate" 600 (Pyrolitic) Coated on fourth surface (4).
  - 3. Performance Values: Visible Light Transmission - 63 percent; SHGC - 0.36; Shading Coefficient - 0.41; Outdoor Visible Light Reflectance - 12 percent; U-Value Winter - 0.23; U-Value Summer - 0.21.

## PART 3 EXECUTION

### 3.1 INSTALLATION

- A. Refer to Section 088101 – GLASS INSTALLATION

END OF SECTION



## SECTION 092116

### GYPSUM BOARD SYSTEMS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. Section includes:

1. Gypsum wallboard
2. Insulgard Security Products – FG Series Fiberglass (See Plans)
3. Drywall finishing

##### 1.2 REFERENCES

- A. ASTM C 36-93 -- Standard Specification for Gypsum Wallboard; 1993.
- B. ASTM C 475-93 -- Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 1993.
- C. ASTM C 840-88 -- Standard Specification for Application and Finishing of Gypsum Board; 1988.
- D. ASTM E 119-88 -- Standard Test Methods for Fire Tests of Building Construction and Materials; 1988.
- E. Fire Resistance Directory; Underwriters Laboratories Inc. (UL); 1994.
- F. ASTM C79 - American Standards for Testing and Materials for Gypsum Sheathing.

##### 1.3 QUALITY ASSURANCE

- A. Regulatory Requirements: At locations indicated on drawings, provide fire-rated assemblies tested in accordance with ASTM E 119 and acceptable to authorities for ratings required. Provide assemblies as listed in the following:

1. Underwriters Laboratories Inc.'s (UL) "Fire Resistance Directory."

##### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original and unopened packages, containers, or bundles, with brand names and manufacturer's labels intact and legible.
- B. Store materials in dry location, fully protected from weather and direct exposure to sunlight.

- C. Store corner bead and other metal and plastic accessories to prevent bending, sagging, distortion, or other mechanical damage.

## 1.5 PROJECT CONDITIONS

- A. Temperature: Maintain temperature in areas of installation between 50 and 70 degrees F for at least 24 hours before installation begins and for not less than 48 hours after joint finishing has been completed.
- B. Ventilation: Provide controlled ventilation during joint finishing operations, to eliminate excessive moisture. Avoid drafts during hot, dry weather to prevent excessively fast drying of joint compound.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURER:

- A. Subject to the provisions of the General Conditions, all products shall be manufactured by one manufacturer. Basis of Design: USG, Chicago, Ill., or equivalent.
- B. Insulgard Security Products – FG Series Fiberglass

### 2.2 GYPSUM BOARD

- A. Gypsum Wallboard: maximum lengths available, with tapered edges. All wallboard shall be either 5/8" or 1/2" thick, when applied to studs, refer to plans for locations, joists and rafters spaced 24 inches on center in accordance with the Gypsum Construction Handbook, refer to structural drawings.
  - 1. Standard type: ASTM C-36, SW, 1/2" or 5/8" thick, 48" wide, lengths suitable to minimize joints. Use type "X" where required for fire-rated conditions.
  - 3. Moisture-resistant type, ASTM C 630, for use in all toilet rooms; 5/8" thick, 48" wide, full height cement board, or other approved tile backer, at all showers and tubs and other areas of Ceramic Tile. Use cement board backup for the bottom 12" of wall behind ceramic tile and start moisture resistant wallboard immediately above the cement board.
- B. HIGH IMPACT GYPSUM BOARD
  - 1. Basis of Design: Gold Bond Hi-Impact XP Gypsum Board
  - 2. Panel Physical Characteristics:
    - a. Core: Fire-resistance rated gypsum core, with additives to enhance mold/mildew resistance, surface indentation resistance, impact resistance, and moisture and mold resistance.

- b. Surface paper: Abrasion resistant, 100 percent recycled content moisture/mold/mildew resistant paper on front, back and long edges.
- c. Embedded fiberglass mesh.
- d. Long Edges: tapered.
- e. Overall thickness: 5/8"
- f. Panel complies with Type X requirements of ASTM C 1396.
- g. Surface Abrasion Resistance: Classification Level 3 in accordance with ASTM C 1629.
- h. Indentation Resistance: Classification Level 1 in accordance with ASTM C 1629.
- i. Soft Body Impact Resistance: Classification Level 3 in accordance with ASTM C 1629.
- j. Hard Body Impact Resistance: Classification Level 1 in accordance with ASTM C 1629

## 2.3 TRIM AND ACCESSORIES

- A. General: Except as otherwise specifically indicated, provide trim and accessories by manufacturer of gypsum board materials, made of galvanized steel or zinc alloy and configured for concealment in joint compound.
  - 1. Include corner beads, edge trim, and other trim units necessary for project conditions. Provide accessories as required in order to achieve details indicated, whether or not specific accessories are shown on the drawings.
- B. Exposed Trim: At locations indicated, provide manufacturer's standard metal or plastic trim units designed to be left exposed or semi-exposed.
- C. Control Joints: At locations indicated, provide manufacturer's standard one-piece control joints of extruded vinyl, zinc alloy, or other noncorrosive metal.

## 2.4 JOINT TREATMENT

- A. General: Provide products by manufacturer of gypsum boards. Comply with ASTM C 475 and with manufacturer's recommendations for specific project conditions.
- B. Joint Tape: Manufacturer's standard paper type.
- C. Joint Compound: Vinyl-based ready-mixed type for interior use, and as follows:

1. All-purpose type, for both embedding tape and as topping.

## 2.5 MISCELLANEOUS MATERIALS

- A. General: Provide miscellaneous materials as produced or recommended by manufacturer of gypsum products.
- B. Screws: ASTM C 1002; self-drilling type; lengths as recommended by gypsum board manufacturer for project conditions.
- C. Acoustical sealant: Non-hardening, as recommended by gypsum wallboard manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Inspection: Verify that project conditions and substrates are appropriate to begin installation of work of this section.

### 3.2 PREPARATION

- A. Coordinate installation of anchorage devices for suspended ceilings/soffits, verifying that spacing and rated strength are correct for anticipated load conditions.

### 3.3 INSTALLATION OF GYPSUM BOARD

- A. General: Comply with ASTM C 840 and GA-216 except where exceeded by other requirements.
  1. Wherever possible, install gypsum board to minimize butt end joints.
  2. Install wallboards in a manner which will minimize butt end joints in center of wall area. Stagger vertical joints on opposite sides of walls.
  3. Support all edges and ends of each board on framing or by solid substrate, except that long edges at right angles to framing members in non-fire-rated construction may be left unsupported.
- B. Control Joints: Form control joints by means of 1/4-inch space between adjacent gypsum boards, with each edge supported on separate framing member, ready to receive trim accessory, and located as shown on the drawings and as follows:
  1. Not more than 30 feet apart on walls which are not intersected by other walls for 50 feet or more.
  2. On ceilings with perimeter relief, not more than 50 feet apart in both directions.
  3. On ceilings without perimeter relief, not more than 30 feet apart in both directions.

- C. Isolation Joints: Where gypsum board construction intersects structural components, provide isolation by stopping board a minimum of 1/4 inch from structure, for finishing by means of exposed or semi-exposed trim.

### 3.4 INSTALLATION OF TRIM AND ACCESSORIES

- A. General: Comply with manufacturer's recommendations for installation of trim items. Except for items intended by manufacturer to be left exposed or semi-exposed, install trim units for concealment in joint finishing compound. Wherever possible, fasten metal trim items to substrate with same fasteners used to install gypsum board products.
- B. Corner Bead: Install metal corner bead at all external corners unless details clearly indicate its omission at specific locations.
- C. Edge Trim: Install edge trim at locations indicated and wherever edge of gypsum board otherwise would be exposed.
- D. Control Joints: Install one-piece control joints at required locations. Do not remove tape until finishing operations are complete.

### 3.5 FINISHING

- A. General: Comply with ASTM C 840 and GA-216 except where exceeded by other requirements.
  - 1. Do not mix joint compounds except as specifically recommended by manufacturer.
- B. Finish gypsum board in accordance with the following level of finish, except where indicated otherwise on the drawings:
  - 1. Level 4: Embed tape in joint compound at all joints and interior angles. Provide three separate coats of compound at all joints, angles, fastener heads, and accessories. Provide smooth surfaces free of tool marks and ridges.
- C. Joint Treatment: Tape and finish joints in accordance with manufacturer's instructions for compounds used, using proper hand tools designed for the purpose.
  - 1. Avoid raising nap of face paper when sanding; carefully sponge down any areas roughened by sanding process.
- D. Penetrations: Fill cutouts and openings around fixtures and penetrations with joint compound.

### 3.6 CLEANING

- A. Promptly remove any residual gypsum drywall materials from adjacent or adjoining surfaces, leaving spaces ready for subsequent finishing operations and decorating.

END OF SECTION

**RESILIENT WALL BASE**  
**INCLUDING MILLWORK CONTOURED WALL BASE**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Resilient Wall Base.

**1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- D. Product Schedule: For resilient products. Use same designations indicated on Drawings.

**1.4 QUALITY ASSURANCE**

- A. Mockups: Provide resilient products with mockups specified in other Sections.

**1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Johnsonite, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

**1.6 PROJECT CONDITIONS**

- A. Install resilient products after other finishing operations, including painting, have been completed.

- B. Maintain ambient temperatures within range recommended by Johnsonite, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Johnsonite, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## PART 2 - PRODUCTS

### 2.1 RESILIENT WALL BASE

#### Manufacturer:

Johnsonite, Inc.	Phone	(800) 899-8916
16910 Munn Road		(440) 543-8916
Chagrin Falls, Ohio 44023	Tech:	Ext 9297
Web: <a href="http://www.tarkettna.com">www.tarkettna.com</a>	Samples:	Ext 9299
E-mail: <a href="mailto:info@johnsonite.com">info@johnsonite.com</a>	Fax:	(440) 543-8920

#### A. MILLWORK RESILIENT WALL BASE

JOHNSONITE MILLWORK RESILIENT WALL BASE specify – Millwork Resilient Wall Base, including Masquerade, with the following physical characteristics:

- a. Millwork profiles replicate the look of finely milled wood.
  - b. Manufactured from a proprietary thermoplastic rubber formulation.
  - c. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP, Group 1.
  - d. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - e. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke less than 450.
  - f. Johnsonite offers a RESTART reclamation program for returning jobsite scrap
  - g. Contains 14% pre-consumer recycled content
  - h. 100% Recyclable
  - i. Phthalate-free
  - j. SCS FloorScore® Certified and meets California Specifications Section 01350
  - k. Johnsonite facilities are ISO 9001 and ISO 14001 Certified
  - l. Possible LEED contributions for Wall Base include MR:2, MR:4, MR:5 and EQ: 4.3
- Inflection profile – 3/8" (9.52 mm) thick by 5.25" (13.34 cm) height wall base MW – (color by Owner from full selection line-G
  - Classic profile – 3/8" (9.53 mm) thick by 5 1/4" (13.34 cm) height wall base MW - (Masquerade color by Owner from full selection line)-Z
  - 1/2" Quarter Round profile – QTR - color by Owner from full selection line-A.



## 2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Johnsonite to meet site conditions
  - 1. Johnsonite #960 Cove Base Adhesive (Porous applications)
  - 2. Johnsonite #946 Premium Contact Bond Adhesive (Non-porous applications)
  - 3. rePlace does not require adhesive

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to Johnsonite's written instructions to ensure adhesion of resilient wall base.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3 RESILIENT BASE INSTALLATION

- A. Comply with Johnsonite's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.

- D. Tightly adhere Millwork resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Preformed corners: Install preformed corners if available before installing straight pieces.
- G. Millwork profiles – job-formed corners:
  - 1. Outside corners: Use straight pieces of maximum lengths possible and miter corners to fit.
  - 2. Inside corners: Butt one piece to corner then scribe next piece to fit.
- H. rePlace profiles – use manufactured corner profiles:

### 3.4 CLEANING AND PROTECTION

- A. Comply with Johnsonite's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION

## SECTION 096813

### CARPET TILE

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Section includes:
  - 1. Carpet tile.
  - 2. Carpet wall base.
  - 3. Padding.

##### 1.2 QUALITY ASSURANCE

- A. General Terminology/Information Standards: Refer to current edition of "Carpet Specifier's Handbook" by The Carpet and Rug Institute; for definitions of terminology not otherwise defined herein, and for general recommendations and information.
- B. Flame/Smoke Resistance Standards: Where ratings are indicated for carpet or for carpet-plus-pad installations, provide materials complying with ratings as indicated for the following test standards.
  - 1. Tunnel Test: Test for surface burning characteristics, with ratings for flame spread, fuel contribution, and/or smoke density; ASTM E84, UL 723, or NFPA No. 255.
  - 2. Pill Test: Test for flammability; ASTM D2859, or DOC FF-1-70.
  - 3. Floor Radiant Panel Test: Test for burning under varying radiant energy levels; ASTM E648, with minimum average radiant flux ratings not less than 0.45 watts/sq. cm.
  - 4. Smoke Density Test: Test in radiant heat chamber, with and without flame, for density of smoke generated; ASTM E662, or NFPA No. 258, also known as NBS Smoke Density Chamber Test.
- C. Density Factor (Pile-Type Carpet): Except as otherwise specified where a density factor is indicated, determine factor by FHA method to indicate measured pile weight in oz. per sq. yd., multiplied by 36, and divided by measured pile thickness (height); ASTM D418 for measurements.
- D. Static Resistance: Provide yarn or yarn blend as indicated in carpet construction, and include provisions to comply with static resistance ratings as indicated, either by selection of yarns known to be effective or by inclusion of small percentages of special anti-static yarn known to be effective in achieving indicated static resistance. Where rating is not otherwise indicated, provide 3.5 KV resistance for 20% R.H. at 70°F, ASTCC 134.

### 1.3 SUBMITTALS

- A. Product data.
- B. Samples: Submit two (2) samples of color and pattern for each carpet material specified.
- C. Warranty data.
- D. Proposed seaming diagram.

### 1.4 MAINTENANCE STOCK

- A. Provide five (5) sq. yds. of carpeting of each color selected.

### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Store materials and equipment only at locations as directed. Keep storage spaces clean and orderly and free of debris and unusable materials.
- B. Deliver materials in original packages, containers, or bundles bearing brand names and identification of manufacturer or supplier.
- C. Store materials in dry location, fully protected from weather and direct exposure to sunlight.

### 1.6 WARRANTY

- A. The Contractor shall furnish written guarantee that all work, materials and workmanship required by this section of the contract be free from defects for a period of one (1) year after the acceptance of the building.
- B. Provide manufacturer's 10 year minimum product warranty.

## PART 2 - PRODUCTS

### 2.1 CARPET TILE

- A. Manufacturers: Basis of design; subject to compliance with requirements, provide carpet as indicated:
  - 1. Mannington Modular TSN, or equivalent: Color and style as selected by Owner.
  - 2. Construction: Patterned Loop
  - 3. Backing: Infinity Modular
  - 4. Dye Method: Solution/Yarn Dyed
  - 5. Fiber Type: Encore® BCF (with recycled content)

6. Face Weight: 18 oz./sy. (610 grams/m<sup>2</sup>)
  7. Pile Density: 5538 oz./y<sup>3</sup>. (205.78 kg/m<sup>3</sup>)
  8. Gauge: 1/12 (4.72 rows/cm)
  9. Pile Density: 10.50 stitches/in (4.13 stitches/cm)
  10. Pattern Repeat: N/A
  11. Soil Release: Yes
  12. Stain/Bleach Resistance: No
  13. Optional Treatments: No
  14. Standard Size: 24" x 24" approx. (60.96cm x 60.96cm), or as available.
  15. Warranties: Lifetime Fiber Performance for Wear, Lifetime for Tuft Bind Strength (edge ravel, yarn pulls, zippering), Lifetime Protection from Delamination Failure, Lifetime Fiber Performance for Static, Lifetime Moisture Barrier, Lifetime Dimensional Stability,
  16. Testing Specifications - Pill Test: Yes
  17. Testing Specifications - Flooring Radiant Panel: Class 1
  18. Testing Specifications - Smoke Density: Less than 450 flaming (ASTM E 662)
  19. Testing Specifications - Static Test: Less than 3kv (AATCC-134)
  20. Testing Specifications - Lightfastness Test: Yes
- B. TileTabs™ Connectors for Nexus® backed carpet tiles. A glue-free installation which eliminates the need for full spread adhesive which requires drying time. TileTabs™ provide a mess-free installation and comply with CRI Green Label Plus (zero calculated emissions).

## 2.2 ACCESSORIES

- A. Carpet Edge Guard, Metal Heavy Gage: Extruded aluminum bend-down type edge guard, with concealed gripper teeth and minimum 1-1/2" wide punched anchorage flange and minimum 5/8" wide face flange. Provide in hammered texture with anodized aluminum finish of colors selected by Architect from among standard colors available within the industry (any manufacturer).
- B. Reducer Strip: Vinyl or rubber in color selected by Owner.

- C. Installation Adhesive: Water-resistant, non-staining type as recommended by carpet or cushion manufacturer, and which complies with flammability requirements for installed carpet.
- D. Seaming Cement: Hot-melt seaming adhesive or similar product recommended by carpet manufacturer, for taping seams and buttering cut edges at backing to form secure seams and prevent pile loss at seams. Maximum VOC level shall not exceed 50 grams/liter. 1,1,1 - trichloroethane or toluene shall not be allowed.
  - 1. Chicago Adhesive Products, Co., "Safe Set Adhesives," or equivalent.
- E. Miscellaneous Materials: As recommended by manufacturers of carpet, and other carpeting products; and selected by installer to meet project circumstance and requirements.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION AND PREPARATION

- A. Verify that substrate surfaces are smooth and flat with maximum variation in  $\frac{1}{4}$  inch in 10 ft. are ready to receive work.
- B. Fill minor or local low spots and other defects with subfloor filler.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.

#### 3.2 INSTALLATION - CUSHION AND CARPET

- A. Comply with "Handbook for Carpet Layers," published by the Carpet Institute, New York City, and with the carpet manufacturer's printed recommendations.
- B. Comply with manufacturer's instructions and recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doors, center seams under doors; do not place seams in traffic direction at doorways.
- C. Maintain floor temperature and humidity levels for recommended period before, during, and after installation.
- D. Extend carpet under open-bottomed obstructions and under removable flanges and furnishings, and into alcoves and closets of each space.
- E. Provide cut-outs where required, and bind cut edges properly where not concealed by protective edge guards or overlapping flanges.
- F. Install carpet edge guard where edge of carpet is exposed; anchor guards to substrate.

- G. Install carpet wall base where indicated and in accordance with carpet installation guidelines.
- H. LATEX OR OLD ADHESIVES - Must be mechanically scraped down to a bare residue flat with the concrete substrate or covered with a skim coat of Portland cement-based patch reinforced with polymers. Any old adhesive residue must also be covered with TriSeal Sealer. Note: Failure to remove or seal old latex or cut back adhesive may cause installation failure, plasticizer migration, shifting, buckling or edge curling; these conditions will not be covered under warranty.
- I. Glue-Down Installation:
  - 1. Fit sections of carpet into each space prior to application of adhesive. Trim edges and butter cuts with seaming cement.
  - 2. Apply adhesive uniformly to substrate in accordance with manufacturer's instructions. Butt carpet edges tightly together to form seams without gaps. Roll entire carpet area lightly to eliminate air pockets and ensure uniform bond. Remove adhesive promptly from face of carpet.
- J. TILE PLACEMENT - Arrows are embossed or printed on the module backing to show pile direction. To ensure proper alignment, check spacing every ten modules. Measure ten modules; proper spacing should be within ¼ inch. Continue to check spacing every ten modules throughout the entire installation.
- K. STAIRS- Use single or double undercut stair nosing and cut tiles to fit nosing, both step and riser. Use full spread adhesive under modules.
- L. FINISHED INSTALLATION- Roll entire job with 75-100 lb. roller after completion of installation.

### 3.3 CLEANING

- A. Remove and dispose of debris and unusable scraps.
- B. Vacuum carpet using commercial machine with face-beater element. Remove spots and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors.
- C. Advise contractor of protection methods and materials needed to ensure that carpeting will be without deterioration or damage at time of substantial completion.
- D. Maintenance Materials: Deliver specified overrun (if any) and usable scraps of carpet to Owner's designated storage space, properly packaged (paper wrapped) and identified. Usable scraps are defined to include roll ends of less than 9'-0" in length, and pieces of more than 3 sq. ft. area and more than 8" wide. Dispose of smaller pieces as "construction waste".

### 3.4 ROOM LIST

Municipal Building First and Second Floor Carpet Tile installation will consist of the following: existing carpet and cove base to be removed and new carpet tile and rubber profiled cove base to be installed in the following rooms:

**First Floor (3,840 SF +/-):** First Floor Lobby: 700 SF, First Floor Stairwell: 14 SF, Police Clerk: 175 SF, Court Clerk: 150 SF, Court Office: 386 SF, Court Room: 1,062 SF, Court Storage: 128 SF, Caption's Office: 156 SF, Chief's Office: 270 SF, Detective's Office: 180 SF, Lieutenant's Office: 127 SF, Traffic Officer's Office: 105 SF, I.T./Storage: 105 SF, Interview Room: 64 SF, Hallway: 214 SF

**Second Floor (5,810 SF +/-):** Second Floor Lobby: 305 SF, Municipal Office Space: 925 SF, C.F.O.'s Office: 200 SF, Administrator's Office: 200 SF, Payroll Office: 221 SF, Storage: 264 SF, Break Room: 162 SF, Private Room: 40 SF, Storage: 95 SF, Spare Office: 134 SF, Storage: 319 SF, Construction Code Office: 231 SF, Property Maintenance Office: 220 SF, Hallways: 626 SF, Fire Marshall's Office: 373 SF, Tax Assessor's Office: 162 SF, Commissioner's Office: 156 SF, Commissioner's Office: 156 SF, Mayor's Office: 168 SF, Conference Room: 300 SF, Conference Room: 550 SF

General contractor shall preform their own survey of all the rooms to receive carpet tiles and provide the architect with a breakdown of the square footage of each room prior to ordering the carpet tile. During the installation of the carpet and cove base, general contractor will be responsible for moving any/all items (office furniture, filing cabinets, etc.) needed to install the carpet tiles and cove base, and move all items back to their original location after the installation of the carpet tile and cove base.

END OF SECTION



## SECTION 099123

### PAINTING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

A. Section includes:

1. Paint.
2. Wood sealant.
3. Wood stains.

##### 1.2 ENVIRONMENTAL CONDITIONS

- A. Utilize a low VOC product, (less than 100 g/l), for semi-gloss and gloss. Use a water-based, "zero VOC" product (less than 10 g/l), for flat and egg shell. All interior and exterior paints shall be lead and VOC free.

##### 1.3 SUBMITTALS

- A. Product Data: Provide material specifications, characteristics, and instructions for using adhesives and grouts.

##### 1.4 EXTRA MATERIALS

- A. Provide one gallon of each color and sheen in unopened cans, sealed and labeled by manufacturer.

##### 1.5 DELIVERY, STORAGE AND HANDLING

- A. All materials must be of commercial grade made by reputable, recognized manufacturers, and delivered to the job in original containers bearing brand name and manufacturer's name with seals unbroken and unusable materials.
- B. Store materials and equipment only at locations as directed. Keep storage spaces clean and orderly and free of debris and unusable materials.
- C. Deliver materials in original packages, containers, or bundles bearing brand names and identification of manufacturer or supplier.
- D. Store materials in dry location, fully protected from weather and direct exposure to sunlight.
- E. Use paint directly from manufacturer – Do not add water or otherwise thin paint materials.

## 1.6 WARRANTY

- A. The Contractor shall furnish written guarantee that all work, materials and workmanship required by this section of the contract be free from defects for a period of one (1) year after the acceptance of the building.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Manufacturers:
  - 1. MAB (M. A. Bruder) paint systems for acrylic paint and alkyd based enamels (or equivalent).
  - 2. Benjamin Moore "Pristine" paint line with zero VOC content (or equivalent).
- B. Coatings: All coatings shall be pre-mixed, except field catalyzed coatings of good flow and brushing properties, capable of drying or curing free of streaks or sags. All coatings shall be lead-free.
- C. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve the finishes specified.

### 2.2 FINISHES

- A. All colors shall be selected by Owner.
- B. Refer to schedule at end of section for surface finish schedule.
- C. All new wood and steel doors shall be primed and painted with semi-gloss finish.
- D. Interior walls shall be primed and painted with eggshell or low luster finish.
- E. All exterior trims shall be primed and painted with semi-gloss finish.
- F. Provide three (3) color paint system for interior spaces; one (1) color for walls and ceilings, one (1) color for doors, and one (1) color for trim.

### 2.3 CLEAR FINISH / STAINS

- A. Stains shall be vegetable oil based, non-polyurethane, waterborne for exterior use with UV protection.
- B. Two (2) coats Sherwin Williams Wood Classics Waterborne Polyurethane Varnish.

## PART 3 - EXECUTION

### 3.1 EXAMINATION AND PREPARATION

- A. Verify that substrate conditions are ready to receive work.
- B. Measure moisture content of porous surfaces using an electronic moisture meter. Do not apply finishes unless moisture content is less than 12 percent.
- C. Correct minor defects and clean surfaces which affect work of this Section.
- D. Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- E. Gypsum Board Surfaces: Fill minor defects with latex compounds. Spot prime defects after repair.
- F. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- G. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove foreign matter. Remove oil and grease with a solution of tri-sodium phosphate, rinse well and allow to dry.
- H. Uncoated Ferrous Surfaces: Remove scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.
- I. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust, hand power tool clean, clean surfaces with solvent. Prime bare steel surfaces.
- J. Interior Wood Items Scheduled to Receive Paint Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- K. Interior Wood Items Scheduled to Receive Transparent Finish: Wipe off dust and grit prior to sealing. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lighting between coats.
- L. Exterior Wood Scheduled to Receive Paint Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied.
- M. Protect adjacent work from damage.
- N. Prepare all surfaces in accordance with manufacturer's requirements.

### 3.2 APPLICATION

- A. All paints shall be premixed. Paints shall not be thinned with water.

- B. New painting shall be performed by experienced mechanics using roller, spray (with back roll on second coat) or brush, applying paint according to manufacturer's instructions, free of runs, sags, holidays and brush or roller markings.
- C. Sand transparent finishes lightly between coats to achieve required finish.
- D. Where clear finishes are required, tint fillers to match wood.
- E. Back prime interior and exterior wood work scheduled to receive paint finish with primer paint.
- F. Back prime interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.
- G. Finished surfaces shall be finished to a straight line where adjoining other colors or unpainted surfaces.
- H. Fill cracks, nail holes, and other defects in wood with whiting putty after prime coat has been applied.
- I. No exterior work to be done in rainy, damp, or frosty weather. No interior work to be done until building is dry.
- J. All wood doors shall be primed and painted with a high gloss protective finish. Give top and bottom edges of doors the same number of finish coats as face. Paint prime coated butts the same as door frame unless otherwise directed.
- K. Paint access doors, panelboards, grilles, exposed piping and similar items to match adjacent surfaces unless otherwise directed.
- L. Give any finished work that does not have full coverage or is not neat and workmanlike additional coats of finish or remove entirely and re-do as required by Architect until it presents a satisfactory and acceptable appearance.

### 3.3 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Paint shop primed equipment.
- B. Remove unfinished louvers, grilles, covers, and access panels and paint separately.
- C. Prime and paint exposed pipes, exposed ducts, hangers, brackets, collars and supports, except where items are pre-finished.
- D. Paint both sides and edges of plywood backboards.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

### 3.4 CLEANING

- A. As work proceeds, promptly remove finishes where spilled, splashed, or spattered.
- B. Store paint rags and waste in tightly covered metal containers or remove from job site at end of each day's work.

### 3.5 PAINT SCHEDULE - EXTERIOR SURFACES

- A. Steel - ferrous metal (or equivalent):
  - 1. Touch-up with alkyd primer. Rust-O-Lastic AR-75 (or equivalent).
  - 2. Two (2) coats of alkyd enamel, semi-gloss. Rust-O-Lastic (or equivalent).
- B. Steel - galvanized metal :
  - 1. Prep: Solvent Wipe.
  - 2. Touch-up with alkyd primer. Rust-O-Lastic Metallic Gray ZD Primer (or equivalent).
  - 3. Two (2) coats of alkyd enamel, low-lustre. Sea Shore House Paint (or equivalent).

### 3.6 PAINT SCHEDULE - INTERIOR SURFACES

- A. Gypsum Board:
  - 1. One (1) coat of acrylic enamel primer. Prime Fast (or equivalent).
  - 2. One (1) coat of acrylic enamel, low-lustre finish. Rich-Lux Wall Shield (or equivalent).

END OF SECTION

**SECTION 123530**  
**LAMINATE COUNTERTOPS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

**A. Section includes:**

1. Countertops

**1.2 SUBMITTALS**

**A. Shop Drawings**

1. Countertop Shop Drawings: Indicate sizes of countertops, hardware, mounting systems, all dimensions. Shop drawings shall include plan, elevations and sections.
2. Manufacturer's Information: Provide original printed product data, including finish options, typical construction details.

**B. Samples**

1. Plastic laminate for countertops.

**1.3 DELIVERY STORAGE AND HANDLING**

- A. Protect Countertops during transit, delivery, storage and handling to prevent damage, soiling and deterioration.**

**PART 2 - PRODUCTS**

**2.1 Countertop:**

1. Post formed, high pressure, plastic laminate countertop and roll front edge.
2. Laminate shall be continuous to under drip edge.
3. Laminate to be "Formica" or equal, acceptable manufacturer: Wilsonart, laminated to minimum of (2) 3/4 inch plywood with 2 inch front face.
4. All other laminate joints shall be beveled to conceal the edge of the laminate.
5. Substitutions per Section 016000.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

#### A. General:

1. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate work with minimum of joints or optimum jointing arrangements, or which are of defective manufacturing with respect to surfaces, sizes or patterns.
2. Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level countertops and with 1/16" maximum offset in flush adjoining 1/8" maximum offsets in revealed adjoining surfaces.

### 3.2 COUNTERTOP INSTALLATION

- A. Preparation: Verify that blocking and backings have been installed at appropriate locations for anchorage.
- B. Mount countertops flush, square and smoothly aligned. Seal open joints between countertop and wall with sealant.
- C. Do not begin installation of interior woodwork until potentially damaging construction operations are complete in the installation area.
- D. Install countertops plumb, level, true and straight with no distortions. Make joints neatly with uniform appearance.
- E. Countertops shall be mechanically fastened to wall framing. Spline and glue joints in countertops; provide concealed mechanical clamping of joint. Smooth cut edges and coat with water proof coating or adhesive. Seal open joint between countertop and wall.

### 3.3 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION

- A. Repair damaged and defective finish carpentry work wherever possible to eliminate defects functionally and visually. Where not possible to repair properly, replace work at no cost to Owner. Adjust joinery for uniform appearance.
  1. Clean finish carpentry work on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.
  2. Sand and fill finish carpentry work as necessary to receive final finishes indicated and/or specified in Division 9.

END OF SECTION

## SECTION 260500

### GENERAL ELECTRICAL PROVISIONS

#### PART 1 – GENERAL

##### 1.1 REFERENCE TO CONDITIONS OF THE CONTRACT

- A. The Conditions of the Contract (General, Supplementary and other Conditions) and Division 1 - General Requirements, apply to the work specified in this Division. Unless the specifications contain statements which are more definitive or more restrictive than those contained in the Conditions of the Contract, the specifications shall not be interpreted as waiving or overruling any requirements expressed in the Conditions of the Contract.
- B. No claim or additional compensation shall be entertained on behalf of or paid on account of failure to be informed of the above conditions and requirements.
- C. Should a bidder find discrepancies in or omissions from the drawings or specifications, or should he be in doubt as to their meaning, he should at once notify the Architect who shall send written instructions to bidders. If these are ignored by the Contractor, he shall be responsible for furnishing the proper or workable equipment as necessary.
- D. Before submitting a bid, bidders shall be held responsible to have visited the site of work, attend the Pre-Bid Meeting, and fully inform themselves as to existing conditions and limitations, including rules, rates and fringe benefits, travel pay, affiliation fees and transportation expense prevailing in the local labor market, and no allowance shall subsequently be made on behalf of the bidder by reason of any error on his part.
- E. Carefully examine the architectural, structural, heating, ventilating and air conditioning, kitchen, and plumbing drawings and any other contract documents. If any discrepancies occur between the drawings or between the drawings and the specifications, report such discrepancies to the Architect in writing and obtain written instructions as to the manner in which to proceed. No departures from the contract drawings shall be made without prior written approval of the Architect and Owner.
- F. Obtain any additional reference drawings and/or information required for installation prior to installing equipment.

##### 1.2 WORK INCLUDED

- A. Provide and install a complete and operating electrical installation in accordance with these specifications and accompanying contract drawings. This shall include required labor, material, apparatus and supervision.



- B. Items of labor, material, and equipment not specified in detail or shown on drawings, but incidental to or necessary for the complete installation and proper operation of the several branches of work and described herein, or reasonably implied in connection herewith, shall be furnished as if called for in detail by the specifications or drawings. This includes electrical work associated with mechanical and plumbing work whether indicated on electrical drawings or not.

### 1.3 WORK NOT INCLUDED

- A. The following items of Electrical Construction are not included in this contract:
1. Certain low voltage wiring of mechanical equipment shall be done by the respective Contractor.
  2. Certain motors and equipment, such as pumps, fans, etc., shall be provided by others, complete with motor and built-in or separate controllers as covered by such contracts. The extent of work required by this Contractor in connection with the provisions of this equipment is described hereinafter under "Electrical Powered Equipment."
  3. Motors connected to driven equipment shall be set by respective Contractor furnishing same.
  4. Certain line voltage electrical apparatus such as switches, starters, controllers, transformers, etc., furnished by others shall be delivered to the curb by the Contractor furnishing the equipment, unless specifically noted otherwise. Unload and transport to installation location.
  5. Electric heating equipment.

### 1.4 DEFINITIONS AND ABBREVIATIONS

- A. Definitions
1. "Furnish" shall mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
  2. "Install" shall be used to describe operations at project site including unloading, packing, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protection, cleaning, and similar operations, as applicable in each instance.
  3. "Provide" shall mean furnish and install, complete and ready for intended use, as applicable in each instance.
  4. "Directed" shall mean as directed by Owner prior to installation of equipment.
  5. "Indicated" shall mean "indicated on Contract Drawings".

6. "Shown" shall mean "shown on Contract Drawings".
7. "Section" shall mean one of the Specification Sections.
8. "Division" shall mean one of the Specification Divisions.
9. "Article" shall mean one of the numbered paragraphs of the Specification Section.
10. "Work" or "Electrical Work" herein includes products, labor, equipment, tools, appliances, transportation and related items, directly or indirectly required to complete the specified and/or indicated electrical installation.
11. "Code" shall mean any and all regulations and requirements of regulatory bodies, public or private, having jurisdiction over the work involved.
12. "Product" used in Division 26 means material, equipment, machinery, and/or appliances directly or indirectly required to complete the specified and/or indicated Electrical Work.
13. "Standard Product" shall mean a manufactured product, illustrated and/or described in catalogs or brochures, which are in general distribution prior to the date of issue of construction documents for bidding. Products shall generally be identified by means of a specific catalog number and manufacturer's name.
14. "Wiring" shall mean fittings, conduits, wires, junction boxes, connections to equipment, splices, and other accessories required to complete the work.
15. Abbreviations and Symbols: See lists for both on drawings.
16. "This Contractor" shall mean the Contractor responsible for Division 16 work.
17. Contract Documents: drawings, specifications, bid forms, addendum, and change orders.
18. Whenever the phrases "approved by the Architect or Owner," "approved equivalent," or "equivalent to" appear in these specifications, they shall be interpreted as meaning "as recommended by the Architect and approved by the Authority."

B. Reference to the following codes and standards shall mean:

<u>Reference</u>	<u>Definition</u>
NEC	National Electrical Code Current Edition
ASTM	American Society for Testing Materials
NEMA	National Electrical Manufacturers Association

ANSI	American National Standards Institute
FS	Federal Specification, US Government
CS	Commercial Standards issued by US Department of
Commerce	
NESC	National Electrical Safety Code
NETA	National Electrical Testing Association
ADA	Americans with Disabilities Act

## 1.5 CODES, PERMITS, AND INSPECTIONS

- A. Electrical work, equipment, and materials furnished and installed under this contract shall conform to the requirements of the Power Company, the latest edition of the National Electrical Code, the National Fire Protection Association, and any other governmental or local authorities having jurisdiction. Pay any fees required for the installation of Division 26 work. Certificates of approval shall be obtained in duplicate from any department or agency issuing same, and shall be turned over to the Owner at the completion of the work.
- B. Provide any labor, materials, services, apparatus and drawings required to comply with applicable laws, ordinances, rules and regulations, whether or not shown on the drawings and/or specified.
- C. Obtain certificates of inspection and approval from authorities having jurisdiction and deliver same to Owner as a prerequisite for final acceptance of the work. Provide record copies of permit applications, permits and other items for which certification is indicated.

## 1.6 SPECIAL ENGINEERING SERVICES

- A. In the instance of complex or specialized electrical systems such as fire alarm, or similar miscellaneous systems; the installation, final connections and testing of such systems shall be made under the direct supervision of competent authorized service engineers who shall be in the employ of the respective equipment manufacturer. Provide the Owner with copies of instruction manuals and booklets for each system and piece of equipment installed. Provide any additional instructions to the Owner over and above that listed above in the care, adjustment and operation of parts of the electrical systems.
- B. Pay any and all expenses incurred by these equipment manufacturers' representatives.

## 1.7 SUBMITTALS

- A. Shop drawings, product data, and samples shall be submitted to the Architect for approval.

1. Shop drawings shall be new drawings, and not reproductions or tracings of the Contract Documents. In preparing shop drawings, establish lines and levels for the work specified, and check the drawings to avoid interference with structural features and other work. Immediately call to the attention of the Engineer any interferences for clarification in writing.
2. Manufacturer's literature and data sheets shall be submitted indicating the necessary installation dimensions, weights, materials, and performance information. Each piece of literature shall be identified with the specific specification number, paragraph, and equipment schedule identification.
3. Layout and detail drawings shall be submitted in the form of a sepia reproducible and paper prints. Manufacturer's drawings shall be standard drawings. Equipment shop drawings shall show specific data and other special features required for review consideration.
4. Equipment shop drawings (8-1/2 by 11 inch sheets) shall be bound together in sets, in loose leaf binders, and shall be indexed in accordance with Specification Section. Additional shop drawings may be submitted at a later date for insertion therein, and the original submittal shall note which shop drawings shall be submitted later. Marked-up catalogs are not acceptable, and shall be rejected.
5. Materials and equipment shop drawings shall be submitted within 30 calendar days of Contract receipt.
6. Manufacturers' instruction manuals shall be submitted together with shop drawings. Furnish instruction manuals and parts listed for each piece of electrical equipment, on 8-1/2 by 11 inch sheets, or catalogs, suitable for loose leaf side binding, packaged separately, and clearly identified. Instructions shall include information pertaining to installation, operation, and maintenance of equipment as applicable. Each piece of literature shall be clearly identified with the specific job equipment identification. Literature shall be factory printed and not reproduced copies.
7. Any characteristic of any piece of equipment which deviates from the characteristics of the equipment specified shall be hi-lighted and circled in red.

B. Submit manufacturers' data, and/or shop drawings of the following:

1. Lighting and Power Panels and Cabinets
2. Wiring Devices
3. Lighting Fixtures
4. Fire Alarm System
5. Distribution Equipment

## 1.8 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. After final tests and adjustments have been completed, furnish the services of qualified personnel to fully instruct representatives of the Owner in the operation and maintenance procedures for equipment installed. Operation and maintenance instructions for major items of equipment shall be directly supervised by the equipment manufacturer's representative. Supply qualified personnel to operate equipment for sufficient length of time as required to meet governing authorities' operation and performance tests and as required to assure that the Owner's representatives are properly qualified to take over operation and maintenance procedures.
  - 1. Notify the Architect, the Owner's representatives and equipment manufacturers' representatives, by letter, as to the time and date of operating and maintenance instruction periods at least one week prior to conducting same.
  - 2. Forward to the Architect the signatures of all present for the instruction periods.
- B. Furnish three (3) copies of recommended equipment operation and maintenance procedures manuals as specified herein, assembled and bound together in 8-1/2 by 11 inch three-ring binders. The ring binders shall be submitted to the Architect in accordance with procedures established for shop drawing submittals.
  - 1. The operation and maintenance procedures manuals shall include the following:
    - a. Project Title
    - b. Architect's Name and Address
    - c. Date Submitted
    - d. Contractor's Name and Address
    - e. Index (in alphabetical order, with page numbers)
    - f. General Description of Each System
    - g. Parts List, identifying the various parts of equipment for repair and replacement purposes.
    - h. List of spares recommended for normal service requirements.
    - i. Operating instructions outlining step-by-step procedures required for system start-up and operation. The instructions shall include the

manufacturer's name, model number, service manual, and brief description of each piece of equipment and its basic operating features.

- j. Maintenance instructions describing routine maintenance and lubrication procedures and schedules, and simplified diagrams which illustrate the systems as installed.
- k. Wiring and control diagrams for each piece of equipment, showing "as installed" conditions.

#### 1.9 SINGULAR NUMBER

- A. References made to any item in the singular number shall apply equally to as many identical items that the work may require.

#### 1.10 PROTECTION OF SERVICES

- A. Repair, replace and maintain in service any new or existing utilities, facilities or services (underground, overground, interior or exterior) damaged, broken or otherwise rendered inoperative during the course of construction. The method used in repairing, replacing or maintaining the services shall be approved by the Owner and Architect.

#### 1.11 PROTECTION OF FLOORS

- A. Protect existing flooring from damage during the construction period. Provide plywood or similar material under equipment or materials stored on floors, and in areas where construction may damage the floor surfaces. Replace floor surfaces (including sealer) damaged during the construction.

#### 1.12 TEMPORARY LIGHT AND POWER SERVICES

- A. Refer to the Division 1, General Requirements, of these specifications to determine responsibility for temporary lights, power, water and heat.
- B. The Electrical Contractor is responsible for all temporary power and lighting requirements throughout construction. The Electrical Contractor shall review all associated phasing plans and schedules and provide any and all equipment, either temporary or permanent, required to maintain or provide temporary power and lighting to all areas of this facility, throughout the construction process.

In addition to minimal temporary lighting and power needed for construction operations, areas that will be Owner-occupied throughout construction shall be

provided with temporary power and lighting services that meet or exceed the existing services that currently serve these areas.

- C. The electrical documents indicate the final arrangement for the power/lighting/communication/ signal/data systems and do not reflect equipment, devices, etc., needed to provide the required temporary power and lighting services.
- D. At the completion of this project, all temporary lighting, temporary receptacles, and temporary wiring shall be removed in their entirety.

#### 1.13 SUBSTITUTIONS

- A. It is the intent of these specifications that wherever a manufacturer or product is specified, and the term "or approved equivalent" is used, the substituted item must conform in respects to the specified item. Consideration shall not be given to claims that the substituted item meets the performance requirements with lesser construction. Performance indicated in schedules, drawings and specifications shall be interpreted as minimum performance.
- B. Note that where specific manufacturers' products are indicated in the Contract Documents, the associated systems have been designed on the basis of that product's physical characteristics. Where specific manufacturers' products are indicated in the Contract Documents and other manufacturers' names are listed, the associated systems have been designed on the basis of the first-named manufacturer's product. When products other than those used as the basis of design are provided, pay additional costs related to modifications to the systems and/or structure required by the use of that product.
- C. Equipment of one type shall be the products of one manufacturer; similar items of the same classification shall be identical, including equipment, assemblies, parts and components.
- D. Materials furnished shall be determined safe by a nationally recognized testing organization, such as Underwriters' Laboratories, Inc., or Factory Mutual Engineering Corporation, and materials shall be labeled, certified or listed by such organizations.
- E. Where a specific manufacturer is specified and other manufacturers' names are listed as equivalent, the bid shall be based upon the specified or equivalent manufacturers only. Any substitutions from the specified or equivalent manufacturers shall be offered as a Bidder's Initiative.
- F. Final acceptance of substitutions shall be at the discretion of the Architect/Engineer.

#### 1.14 PERFORMANCE OF EQUIPMENT

- A. Materials, equipment and appurtenances of any kind, shown on the drawings, hereinafter specified or required for the completion of the work in accordance with the intent of these specifications, shall be completely satisfactory and acceptable in operation, performance and capacity. No approval either written or verbal of any drawings, descriptive data or samples or such material, equipment and/or appurtenance shall relieve the Contractor of his responsibility to turn over the same to the Owner in perfect working order at the completion of the work.
- B. Any material, equipment or appurtenances, the operation, capacity or performance of which does not comply with the drawings and/or specification requirements or which is damaged prior to acceptance by the Owner shall be held to be defective material and shall be removed and replaced with proper and acceptable materials, equipment and/or appurtenances or put in proper and acceptable working order, satisfactory to the Architect and Owner, without additional cost to the Owner.

#### 1.15 WEATHERPROOFING LOCATIONS (WP)

- A. Electrical apparatus, such as outlet boxes, switches, thermal switches or manual starters, disconnect switches, combination switches and starters, motor control centers, and motor starters shall be weatherproof gasketed type, NEMA Types 3 or 4 in the following instances:
  - 1. On surface of exterior face of building, including areas where not under canopies, cast boxes with threaded hubs must be used and under canopies steel boxes with gasket connections to devices.
  - 2. In any areas where specifically noted "WP" or required by the NEC or Electrical Regulations mentioned herein.
  - 3. Within air conditioning enclosures.
  - 4. In underground splice boxes.
  - 5. On building roof.

#### 1.16 CLEANING, PROTECTING AND ADJUSTING

- A. Materials shall be stored in a manner that shall maintain an orderly, clean appearance. If stored on-site in open or unprotected areas, equipment and material shall be kept off the ground by means of pallets or racks, and covered with tarpaulins.
- B. Equipment and material, if left unprotected and damaged, shall be repainted or otherwise refurbished at the discretion of the Owner. Equipment and material is subject to rejection and replacement if, in the opinion of the Architect or the manufacturer's engineering department, the equipment has deteriorated or been



damaged to the extent that its immediate use or performance is questionable, or that its normal life expectancy has been curtailed.

- C. During the construction period, protect ductwork, raceways, conduit and equipment from damage and dirt. Properly cap ductwork and conduit.
- D. Vacuum cabinets, switch boards, distribution panels, lighting and power panels, etc., after completion of work.

#### 1.17 ACCESSIBILITY

- A. Coordinate to ensure the adequacy of the size of shafts and chases, and the adequacy of clearances in hung ceilings and other areas required for the proper installation of this work.
- B. Locate equipment which must be serviced, operated or maintained in fully accessible positions. Equipment requiring access shall include, but is not necessarily limited to, motors, junction boxes, fire dampers, controllers and switchgears.
- C. Provide, as required, the exact locations of access doors. Provide access doors in finished construction for installation by others. Locations of access doors in finished construction shall be submitted in sufficient time to be installed in the normal course of the work. Keep conduit and other electrical devices clear of access door openings to allow adequate space to work in or enter the concealed space.
- D. Access panels shall not be smaller than 12 inches by 16 inches and shall be all-steel construction with a No. 16 gauge wall or ceiling frame and a No. 14 gauge panel door with not less than 1/8 inch fireproofing secured to the inside of the door. Doors shall be provided with concealed hinges and be secured with suitable clips and countersunk screws. Outside of access panels shall finish flush with finished wall or ceiling surfaces. Covers shall be factory primed with two (2) coats of primer.

#### 1.18 GUARANTEE

- A. Guarantee material, equipment and workmanship for a period of one (1) year from date of final acceptance by Architect and Owner. Replace defective material and workmanship furnished and installed and other work and equipment damaged thereby.
- B. In addition to the one (1) year guarantee, furnish any warranties or guarantees that normally come with specific pieces of equipment that exceed the one (1) year guarantee. These additional warranties shall be given to the Owner for the time period specified.

## 1.19 OWNER COORDINATION

- A. Coordinate any and all activities with the designated Owner's representative, which involves a tie to existing electrical systems or which, in any way, may interfere with or interrupt existing electrical systems. Where there are scheduled ties or interruptions or where there is a reasonable chance of interruption, written notice must be obtained from the Owner prior to work commencing.

## 1.20 COORDINATION

- A. Coordinate and furnish in writing to others, including the Architect, any information necessary to permit the work of all contractors to be installed satisfactorily and with the least possible interference or delay.
- B. Because of the complexity of the construction of this project, each Contractor shall participate in the preparation of coordination drawings. The procedure shall be supervised by the Construction Manager. No installation of permanent systems shall proceed until the coordination drawings are approved by the Construction Manager and the Architect. No extra charges shall be allowed for changes required to accommodate installation of system by other contractors.
- C. Coordination drawings shall be prepared for each floor level and shall be of a scale not less than 1/4 inch - 1 foot. Coordination drawings shall include equipment, lighting, conduit and raceway plans, and elevations with dimensions. Coordination drawings shall also include required access points through ceiling panels, access doors, cover plates, etc.
- D. Devices and appurtenances which are to be installed in finished areas shall be coordinated with the Architect for final approval as it relates to location, finish, materials, color, and texture.
- E. When work is installed without proper coordination, changes to this work deemed necessary by the Architect shall be made to correct conditions without any extra cost to the Owner.

## 1.21 PRE-BID SITE VISIT

- A. Bidders shall visit the site and become completely familiar with existing conditions prior to submitting their bid. No extra charges shall be allowed as a result of existing conditions.

## PART 2 – PRODUCTS

### 2.1 MATERIALS AND WORKMANSHIP

- A. Equipment shall be so built and installed as to deliver its full rated capacity at the efficiency for which it was designed. Equipment shall meet the detailed requirements indicated, and shall be suitable for the installation shown.
- B. Where two or more units of the same class of equipment are furnished in same Section of Specifications, provide each from the same manufacturer. Furnish equipment and materials new and free from defects of size, make, type and quality herein specified, or as reviewed. Work shall be installed in a neat and workmanlike manner.
- C. Capacities, dimensions, or sizes specified or indicated are minimum, unless otherwise stated. Tolerances used in rating or testing standards specified shall not be allowed in determining capacities of equipment.
- D. Materials shall be listed by the Underwriters' Laboratories, Inc. where applicable and shall be manufactured in accordance with applicable standards established by ANSI, NEMA, ASTM, and IEEE.
- E. Any products judged not in accordance with the Specifications either before or after installation shall be rejected.
- F. Where products are specified with no reference to a particular manufacturer's product, the product used shall meet or exceed industry construction and testing procedure standards applicable to the product, for life expectancy, performance and safety.
- G. Where electrical products are a fabricated assembly, the fabricator shall assume responsibility for correct operation of the entire assembly and of its individual components.
- H. Tools: Provide special tools for proper operation and maintenance of the equipment.

I.  
2.2 IDENTIFICATION

- A. Switchgear, panels, relays, terminal control cabinets, junction boxes, contactors, circuit breakers, safety switches, motor starters, and similar items shall be identified with a single plastic nameplate made up of two laminated black plastic sheets bonded with a middle sheet of white plastic and characters engraved in one black sheet to the depth of the white plastic. Nameplate shall read as follows:
  - 1. First line shall be 1/2 inch letters stating panel/equipment name.
  - 2. Second line (if applicable) shall be 1/4 inch letters stating the existing panel name in parentheses ( ).
  - 3. Third line shall be 1/4 inch letters stating voltage/phase.

4. Fourth line shall be 1/4 inch letters stating breaker number, panel number, and room name/room number (Owner's room number) from which it is fed.
  5. Fifth line shall be 1/4 inch letters stating function and/or equipment which it controls.
- B. A typewritten list of nameplates shall be submitted to the Owner and the Architect for approval before ordering same.
  - C. Label receptacle plates with identification showing panel and breaker number from which it is fed. Labels shall be made using the Dymo Posiprinter System.
  - D. Label junction boxes and pull boxes, showing circuit numbers contained in the enclosure. Use an approved marking device.
  - E. Label wire with an identification tag showing panel and breaker number from which it is fed at splices, junctions, and terminations as explained in this specification.
  - F. Label fire alarm device bases with identification showing device address number assigned by fire alarm system manufacturer. Labels shall be made using the Dymo Posiprinter system.

## 2.3 ANCHOR BOLTS

- A. Provide and set in place, at the time of pouring of concrete foundations, necessary anchor bolts as required for the equipment called for under these specifications. Anchor bolts shall be of the hook type, of proper size and length to suit the equipment. Anchor bolts shall be set in pipe sleeves of approximately twice the bolt diameter and one half the embedded length of the bolt. Assume full responsibility for proper emplacement of the bolts.

## 2.4 INSERTS

- A. Provide inserts of an approved metallic type for hangers. Where two or more parallel conduits are installed, continuous inserts may be used. Where required to distribute the load on the inserts, a piece of reinforcing steel of sufficient length shall be passed through the insert.

## 2.5 SLEEVES

- A. Provide sleeves in all roofs, floors, and any fire-rated walls. Each sleeve shall extend through its respective floor, wall or partition and shall be cut flush with each surface unless otherwise required.

- B. Sleeves in bearing and masonry walls, floors and partitions shall be standard weight steel pipe finished with smooth edges. For other than masonry partitions, through suspended ceilings, and for concealed vertical piping, sleeves shall be No. 22 USG galvanized iron.
- C. Sleeves shall be properly installed and securely cemented in place. Floor sleeves shall extend 1 inch above the finished floor, unless otherwise noted. Space between floor sleeves and passing conduit shall be caulked with graphite packing and waterproof caulking compound
- D. Where conduits pass through waterproofed floor or walls, design of sleeves shall be such that waterproofing can be flashed into and around the sleeves.
- E. Where conduits pass through roofs, sleeves shall be installed and flashed and made watertight by the General Contractor unless otherwise specified or shown on the drawings.
- F. Sleeves through exterior walls below grade shall have the space between conduit and sleeve caulked watertight using an approved method.

## 2.6 FIREPROOFING

- A. Where sleeves or other penetrations pierce floors or walls having specific fire ratings, the space between the sleeve and passing conduit shall be fireproofed using 3M Series 7900 Penetration Fire Stop putty. Where a cable tray passes through fire-rated walls, use seal bags as manufactured by International Protection Coatings Company. Installation method shall be per manufacturer's recommendations and approved by the Architect/Engineer.

## 2.7 WIRE GAUGE

- A. The sizes of conductors and thickness of metals shown on the drawings or mentioned herein shall be understood to be American Wire Gauge.

## 2.8 MISCELLANEOUS METAL AND STRUCTURAL STEEL

- A. Scope of Work: Furnish labor, materials, equipment and services necessary for the installation of miscellaneous metal and structural steel work required to complete this contract. Erect structural steel required for the proper support of equipment required under this contract.
- B. Supports, brackets, and clamps and other items specified herein shall be installed in strict accordance with the best practices and recognized code.
- C. Materials: Structural steel members required under this part shall conform to ASTM Standard Specification A-7. Other materials shall be as specified hereinafter.

- D. Priming: steel and iron work shall be primed with Rust-Oleum 769 or approved equivalent. Before priming, metal shall be thoroughly cleaned free from scale, rust and dirt.
- E. Anchors: Provide anchors, bolts, screws, dowels and connecting members, and do cutting and fitting necessary to secure the work to adjoining construction. Build in connecting members to masonry, concrete and structural steel as the work progresses.
- F. Supports and Brackets: shall be neatly constructed to structural shapes to adequately support the equipment intended. Supports must be approved prior to installation. Attention is directed to the proper rigid support required for conduit. Field conditions shall regulate the type of support required.

## 2.9 VIBRATION ISOLATION MOUNTS

- A. Provide vibration isolation mounts for all substations, power centers, transformers, etc. All vibration isolation mounts shall be Amber-Booth spring type applicable for the size and weight of the equipment.

## 2.10 GRADING, FERTILIZING, AND SEEDING

- A. Provide labor, materials, equipment, and services required to strip and store topsoil, replace topsoil, and rough and finish grade and fertilize and seed areas disturbed beyond the work area of the General Contract. Topsoil must be stored where directed on the site.

## 2.11 BITUMINOUS PAVING

- A. Provide labor, materials, equipment, and services necessary to repair pavements disturbed under the Contract.
- B. Materials, methods, and workmanship shall conform with the requirements of the PA Department of Highways, as published in its specifications Form 408, as amended to date.
- C. All patching of existing areas shall match existing materials.

## 2.12 MOTORS

- A. Motors shall be built in accordance with the latest standards of NEMA and as specified. Motors shall be tested in accordance with ASA C50 and conform thereto with respect to insulation resistance and dielectric strength.

- B. Each motor shall be provided with conduit terminal box and adequate starting and protective equipment as specified or required. The capacity shall be sufficient to operate associated driven devices under conditions of operation and load and without overload, and shall be at least the horsepower indicated or specified. Each motor type shall be for quiet operation.
- C. Motor starting equipment must be selected so that starting currents or transients do not have an adverse effect on lighting or other electrical equipment. No open transition wye-delta starting of motors shall be permitted.

### PART 3 – EXECUTION

#### 3.1 GENERAL

- A. Provide information to the General Contractor for any chases or openings required under this Contract. No cutting shall be done which may affect the building structurally or architecturally without the prior approval of the Architect. Damaged construction shall be restored to its original conditions and finished to match the surrounding work. Refer to "Supplementary General Conditions" for the disposition of Cutting and Patching.
- B. Grades, elevations, and dimensions shown on the drawings are approximately correct; however, field check and otherwise verify such data at the site before proceeding with the work. Make necessary survey equipment available at all times and make use of such equipment wherever necessary to properly install equipment.
- C. The Contractor shall be entirely responsible for apparatus, equipment, and appurtenances furnished by him or his subcontractors in connection with the work and special care shall be taken to protect parts thereof in such manner as may be necessary or as may be directed. Protection shall include covers, crating, sheds or other means to prevent dirt, grit, plaster or other foreign substances from entering the working parts of machinery or equipment. Special care shall be taken to keep open ends of pipes closed while in storage and during installation. Where equipment must be stored outside the building, it shall be totally covered and secured with heavy weatherproofing tarps and kept dry at all times. Where equipment has been subjected to moisture, it shall be removed from the site and replaced with new equipment. Protect open excavating until covered over.
- D. Due to the schematic nature and small scale of the electrical drawings, it is not possible to indicate exact locations, offsets, fittings, access panels, pull boxes, and miscellaneous parts which may be required to form a complete system. The drawings are generally indicative of the work to be installed. Arrange work accordingly furnishing necessary parts and equipment as may be required to meet the various conditions and to provide a complete circuit from end use device to circuit protective device in panel.

- E. The Contractor shall include in his bid price, the cost to furnish and install twelve (12) additional 20 amp circuits For each panel shown on the drawings. Each circuit shall include up to eight (8) receptacles along with circuit breakers, conductors, ground, and conduits.
- F. Within thirty (30) days after acceptance of bids, submit to the Architect for approval, a complete list of equipment and materials to be furnished under this contract, giving names and addresses of manufacturers and material they intend to furnish. This source of supply shall be listed on forms available from the Architect.

### 3.2 CLEARANCES

- A. Take caution when on routing conduit and location of equipment. In many cases, clearances in ceiling plenums is limited due to ductwork and other mechanical lines and systems and steel. The Contractor shall be responsible for routing around mechanical equipment and ducts in order that everything can remain concealed in finished areas.

### 3.3 CUTTING AND PATCHING

- A. Provide cutting and patching necessary to install the work specified herein. Patching shall match adjacent surfaces. Refer to Section 01045, Cutting and Patching, for specific direction.
- B. No structural members shall be cut without prior approval of the Architect, and such cutting shall be done in a manner directed by the Architect.
- C. Provide ceiling removal and replacement where work above ceilings is required. Replace ceiling components damaged in the process.
- D. Provide patching where electrical devices are removed from walls, ceilings or floors as required under demolition.

### 3.4 PAINTING

- A. Finished painting shall be performed by others except for standard factory finishes.
- B. Electrical motors, pump casings, and other similar items shall be provided with three coats of machinery enamel at the factory, and shall be carefully cleaned, rubbed down, and oiled after installation.

### 3.5 LOCATIONS



- A. Apply for detailed and specific information regarding the location of equipment as the final location may differ from that indicated on the drawings. Outlets, equipment or wiring improperly placed because of failure to obtain this information shall be relocated and re-installed without additional expense to the Owner. Determine the actual direction of door swings, so that local switches and other controls shall be installed at the lockside of doors, unless otherwise noted. Improperly located switches shall be relocated without additional expense to the Owner.
- B. The design shall be subject to such revisions as may be necessary to overcome building obstructions. No changes shall be made in location of outlets or equipment without written consent of the Architect and Owner.
- C. Unless otherwise mentioned or indicated, mounting heights of outlets are shown on the drawings or in the specification. Dimensions given shall be considered to be from center of outlet to finished floor.
- D. Coordinate the exact location and elevation of all electrical devices and fixtures with the architectural interior elevation plan and reflective ceiling plan prior to installation.
- E. Properly rough for the electrical conduit and equipment under this contract and modify as required for coordination during the construction period.

### 3.6 DUST, DIRT AND NOISE

- A. Carry out new work and make changes, relocations, and installations with a minimum of noise. Site areas and new equipment, floors and walls, shall be adequately protected from dust and dirt caused by the work. Protection shall include suitable temporary barriers or coverings. The exterior and interior premises of each building shall be kept clean as possible during construction. Damages to surfaces or equipment as a result of negligence shall be replaced or corrected as required.

### 3.7 RECORD DRAWINGS

- A. During the construction period, maintain in good order a complete set of blue line electrical contract drawings. Record the actual electrical installation as the work progresses. Include changes to the contract and to equipment sizes and types. Keep these drawings available at the site at all times for inspection.
- B. Take proper caution against the use of superseded drawings. Check such copies and mark "void." Where drawings have been corrected by memorandum, assume the responsibility for marking all drawings so affected with the changes; such marked drawings shall remain in use until revised drawings are issued.

- C. At the conclusion of the work, obtain a set of sepias from the Architect. Incorporate "as built" data in a clearly legible manner. Return such marked prints or sepias within 30 days to the Architect.
- D. At the conclusion of the work, provide to the Architect a complete set of drawings which indicate precisely how the electrical single line and riser diagram equipment has been installed. Return such reproducible drawings within 30 days to the Architect.

### 3.8 EQUIPMENT, FOUNDATIONS, SUPPORTS, PIERS AND ATTACHMENTS

- A. Provide necessary foundations, supports, pads, bases and piers required for equipment specified in this division; submit drawings in accordance with Shop Drawing Submittal requirements prior to the purchase, fabrication or construction of same.
- B. Provide concrete pads for base-mounted transformers and rotating equipment, and for floor-mounted equipment located in equipment rooms and as indicated on the drawings. Pads shall be extended 6 inches beyond matching base in all directions with top edge chamfered. Inset 6 inch steel dowel rods into floors to anchor pads.
- C. Construction of foundations, supports, pads, bases and piers, where mounted on the floor, shall be of the same materials and same quality of finish as the adjacent and surrounding floor material.
- D. Equipment shall be securely attached to the building structure in an approved manner. Attachments shall be of a strong and durable nature and any attachments that are, in the opinion of the Architect, not strong and durable shall be replaced as directed.

### 3.9 SCAFFOLDING

- A. Furnish and erect scaffolding and ladders required in the installation of wiring, equipment and fixtures.

### 3.10 ENVIRONMENTAL AIR PLENUMS

- A. In spaces over hung ceiling which are used for environmental air handling purposes as defined by Article 300.22C of the National Electric Code, power data and communications cable must be in conduit or of the type cable rated for air plenum use. Cable type and/or raceway is generally indicated on the electrical drawings and specifications although the Contractor shall be responsible to clearly define ceiling space used for environmental air purposes.

END OF SECTION

## SECTION 260519

### WIRES AND CABLE

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. Provide wires and cables in accordance with the Contract Documents.
- B. This section includes cable requirements for systems below 600 volt insulation.
- C. Conductors shall be soft drawn copper having conductivity not less than 98 percent.
- D. No aluminum conductors or lugs or splicing devices shall be permitted.
- E. All wiring and cables shall be installed in raceway unless otherwise noted.

#### PART 2 - PRODUCTS

##### 2.1 600 VOLT WIRE

- A. Insulation and conductor types shall be as follows:
  - 1. Conductors shall have a 600 volt insulation 90°C heat resistant type THHN.
  - 2. All wire shall be stranded, unless otherwise noted.
- B. Manufacturers:
  - 1. Cablec Continental Cable Company
  - 2. Pirelli Cable Corporation
  - 3. Southwire Corporation
  - 4. The Okonite Company

##### 2.2 TYPE MC CONDUCTOR CABLE

- A. Conductors connecting receptacle and switch circuits in partitions to lighting and power grid boxes in finished areas only, in accordance with the NEC, may be 3-, 4-, or 5-wire, Type MC, consisting of #12 AWG copper THHN insulated phase conductors and one full size green insulated conductor, where acceptable to the authority having jurisdiction. Ground conductor shall be terminated to grounding system as required by NEC and authority having jurisdiction. All conductors shall be stranded, unless otherwise noted, and shall be enclosed in the flexible steel armored cover.
- B. Manufacturers:
  - 1. AFC/A Nortek Company
  - 2. Rome Cable Company
- C. Permitted Uses
  - 1. From building wiring junction box to each light fixture in lengths not to exceed 6 feet.
  - 2. Branch circuit wiring to room electrical devices.

## 2.3 PLENUM CONDUCTOR CABLE

- A. Plenum conductor cable may be used for NEC Class 2 or 3 wiring if conductor cable is UL listed in accordance with UL 910 and UL 1820 and is installed in accordance with the NEC and is acceptable to the Authority having jurisdiction. Insulation types, UL listing, and written acceptance by the local authority shall be submitted for review.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Provide circuit wiring complete as shown on the drawings, and as hereinafter specified or required. The minimum size of wire for branch circuits shall be No. 12, except 120 volt circuits over 100 feet in length shall be No. 10; 120 volt circuits over 150 feet in length shall be No. 8. Wiring shall be increased in size if so demanded by wattage of load.
- B. 600 volt wiring shall be color coded. Consistent phase identification of wires from service feeders to branch circuit wires shall be maintained as follows:
  - 1. 120/208 volts - Normal - Phase A ..... Black
  - 2. 120/208 volts - Normal - Phase B ..... Red
  - 3. 120/208 volts - Normal - Phase C ..... Blue
  - 4. 120/208 volts - Neutral..... White
  - 5. 120/208 volt - Ground Wire..... Green
- C. Fire alarm wiring color coding shall be per manufacturer's recommendation or as directed by the Owner to match existing.
- D. Do not pull wires into raceways until raceways are permanently in place and termination points are not subject to damage.
- E. Do not use uninsulated wire conductors.
- F. Provide excess free conductor end length at termination points, adequate to make up splices and terminations, permitting neatly training conductors, and in any case not less than:
  - 1. No. 14 through 10 AWG - 6 inches
  - 2. No. 8 or 6 AWG - 10 inches
  - 3. Larger than No. 6 AWG - 18 inches
- G. Support vertical cables as required by Code. Use lock type cable support bushings having internal wedges and retaining collars. Locate support points in readily accessible pull boxes sized to code requirements.
- H. Circuit wiring in cabinets, panels, pull boxes, etc., shall be tied and held with Thomas & Betts Nylon Self-Locking Ty-Raps, or approved equal.

- I. Equip large pull, junction or terminal boxes with suitable racks to support, arrange, and retain wire and cable in an orderly manner.
- J. Equip conductors smaller than No. 4 AWG, in wireways, gutters, pull boxes, terminations, etc., with Thomas & Betts E-Z-code wire markers. Designate panel and circuit number on each individual marker.
- K. Equip conductors No. 4 AWG or larger size, and feeder conductors with metal, fibre or fireproof linen tags or with wrap around markers. Designate panel circuit number on each individual marker. In addition, designate use of each set of conductors on a common tag or on each individual conductor marker. Tagging shall include panel source and feeder size of equipment supply.
- L. Where the single pole work is used on branch circuits, circuit wiring may be grouped in accordance with the NEC. The drawings are schematic and diagrammatic and indicate the general method of installing circuit wiring and the outlets which are to be supplied.
- M. Lighting and convenience outlet circuiting are indicated on the drawings separately as single pole work for clarity; however, grouping circuits in accordance with the NEC and connecting to circuit boxes at any convenience point as required by the NEC, providing a minimum of 20 percent spare future capacity in each raceway, is permitted.
- N. The minimum sizes of wire on an installation shall be as follows:

Lighting and Power Circuits.....	12 AWG
Signal Circuits - with common or individual leads.....	14 AWG
Remote Control Leads .....	As recommended by manufacturer
Low Voltage Light Control, Intercom, .....	Twisted Pair, Non-Shielded or
Nurse Call, and Fire Alarm Systems .....	Shielded as shown on drawings or recommended by manufacturer
Fixtures .....	14 AWG Min. and as required by Underwriters Laboratories
- O. Install in each empty interior conduit, one nylon measuring fish line for the future installation of wire and cable.
- P. Great care shall be exercised in pulling wires into the conduits so as not to injure the insulation. Only UL approved lubricants shall be used to assist in the pulling in of wires with an outer covering or braid.
- Q. Where switch boxes are used as the termination of the "home runs" in addition to the switch legs, not less than a two-gang box shall be used, in order to provide ample room for wiring.
- R. Branch lighting circuits feeding exterior yard lights and parking lot lights shall be direct burial cable type UF moisture resistant with 600 volt insulation. Where drawings indicate use of conduit, the cable feeding these lights shall be pulled in rigid steel

conduit and shall utilize standard type THHN wire. This conduit shall not require a concrete envelope, however, it shall have each joint sealed watertight with a suitable mastic and sealing compound. Install the cable feeding exterior in PVC conduit with a concrete envelope as described elsewhere in the specifications in "Underground Raceways."

- S. The size and general location of the various feeders are shown on the drawings; however, determine the exact location and routing of feeders at the site.
- T. Communications, sound and other low voltage wiring shall be of size and insulation recommended by the manufacturer of the equipment being served.
- U. In every pull or splice box and all other places where wires and cables may not be readily identified by nameplate on the equipment to which they connect, each circuit shall be identified with a permanent identification tag securely fastened to the conductors. Conductors of a feeder or branch circuit shall be laced together prior to tagging. Identification tags shall have the number of conductors, gauge and circuit identification stamped thereon in 1/4 inch high letters. Tags shall be made of a non-metallic material and shall be approved before installation.
- V. Where Type MC conductor cable is used, provide proper support from building structure or install in "power" section of cable tray.
- W. Each 120 volt designated circuit shall have its own individual full size neutral and insulated equipment ground throughout the circuit.

END OF SECTION

## SECTION 260526

### GROUNDING

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. Provide all system equipment and static grounding in accordance with the Contract Documents and in full compliance with Article 250 of the National Electric Code 2014 Edition, and local codes.
- B. Ground every device and metal part of the electrical system.
- C. Maintain continuity of system and equipment grounds throughout the electrical installation unless specifically shown otherwise. Provide ground bushings and jumpers where normal metallic ground paths are interrupted.
- D. Grounding shall be accomplished by means of a grounding triod as indicated on the drawings and generally outlined in the subsequent paragraphs. In addition, grounding shall be connected to the city water feed.
- E. All electrical equipment, cabinets, boxes, conduit and metal raceways shall be grounded in accordance with the NEC, NFPA 99 and as shown on the drawings and as specified herein.
- F. All connections to apparatus and conduits shall be made with an approved type of solderless connector. Connectors shall be securely bolted or clamped to the equipment. All contact surfaces shall be thoroughly cleaned and bright before connections are made in order to insure a good metal-to-metal contact.
- G. All underground cable splicing shall be thermite welded.
- H. Tie all grounding systems together at their origins as shown on the Drawings and as called for by the NEC.
- I. Provide an insulated ground wire sized in accordance with the NEC in every conduit carrying 100 amps or over, whether or not it is shown on Drawings.
- J. A solid ground shall be provided for the complete conduit system, feeder neutrals, motor frameworks, transformer cases, neutral of 480 volt and 208 volt building service, heating equipment enclosures, and other items as required.

##### 1.2 GROUNDING TRIOD

- A. Driven rod assembly shall consist of four (4) ground rods with three (3) spaced 6 feet apart forming an equilateral triangle and one (1) in the center.
- B. One of the rods shall be equipped with a clamp at the top to accommodate a No. 4/0 bare stranded copper ground cable to the system ground base. A No. 4/0 bare stranded copper cable shall circle the three rods and be brazed to each rod. Cable shall tie into system neutrals and switchgear cases, and other metallic parts as required.

- C. Upper portions of the ground rods shall be located near the surface. Cables connecting ground rod assemblies shall be installed 2 feet below grade. Grounding conductors shall be installed in such a manner as to allow the shortest and most direct path between equipment and ground.

### 1.3 CITY WATER PIPE CONNECTION

- A. The supplemental grounding system shall be comprised of a common ground bus cable interconnected to an acceptable metallic cold water service pipe. The water pipe connection shall be made with a clamp type ground fitting that bonds the cable to the water pipe. Around the water meter, a bonding jumper shall be installed and connected by means of approved ground clamps.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Ground conductors shall be of size indicated or required by code and type/manufacturer as listed in Section 16120, Wires and Cables.
- B. Ground rods shall be copper-clad steel, 3/4 inch diameter and 10 feet long.
- C. Connectors shall be as manufactured by Burndy, O.Z. Gedney, or Erico.
- D. Exothermic welding shall be Erico, Burndy, or O.Z. Gedney.
- E. Accessible connections shall be made with multiple bolt silicon bronze connectors specifically designed and approved for the connection to be made.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. The neutral wire for the electrical system shall not be used to ground miscellaneous conduits.
- B. Ground wires required by the National Electrical Code and/or the utility company.
- C. The resistance between the grounding system and absolute earth shall not exceed 10 ohms and shall be measured in the presence of the Architect's representative.
- D. The equipment grounding terminal bars of the normal and essential electrical system panel boards shall be bonded together with an insulated continuous copper bonding jumper not smaller than No. 4 copper.

### 3.2 EQUIPMENT GROUNDING

- A. Cable shielding, metallic conduits, wireways, metal enclosures of busways, cable boxes, electrical equipment housings and all noncurrent carrying metallic parts shall be grounded. Run a separate ground wire to all equipment.
- B. All conduit stub-ups shall be grounded and where multiple stub-ups are made within an equipment enclosure, such as a switchboard, they shall be equipped with grounding bushings and bonded together and to the enclosure and the enclosure ground bus.
- C. Provide bonding devices, fittings or jumpers at expansion fitting, isolation sections or wherever continuity of ground is broken.
- D. Install all grounding conductors with sufficient slack, to avoid breaking due to settlement or movement of conductors or attached points.



- E. Motors shall be grounded by means of a grounding conductor in the same raceway with the motor feeder connected to a grounding bushing at the motor terminal box and the ground bus in the motor control center or to the incoming conduit grounding bushing of an individually mounted motor starter.
  - F. Where flexible conduit is used for all or part of a conduit run, except lighting branch circuits, a grounding conductor shall be provided in the conduit and connected to grounding bushings at each end of the run.
  - G. Under no circumstances shall a neutral conductor or neutral bar in an enclosure be grounding.
- 3.3 FEEDER GROUNDING
- A. Run a separate insulated ground for feeders.
  - B. Size grounds in accordance with the NEC or as noted on the drawings.

END OF SECTION

## SECTION 262726

### WIRING DEVICES

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This section covers power-related devices such as receptacles, switches, and plug strips.
- B. Devices listed in this section may or may not be used on this project. Specifications for devices not included in the Contract Documents are included in case they are needed during construction phase.

##### 1.2 LOCATION OF DEVICES

- A. The approximate schematic location of devices is given on the drawings. The exact location shall be determined at the building as the work progresses. Refer to Architectural plans for any special details, elevations, and reflective ceiling plan. Verify door swings at job site. In no case shall switches be located behind door swings. Any switch so located shall be changed. Field verify equipment locations and adjust device and outlet locations to avoid inaccessibility. Relocate inaccessible outlets.
- B. Unless otherwise indicated, or otherwise decided at the site, outlet boxes in walls shall be located with centerline at elevation above the finished floor as shown on table.

Fire Alarm Strobe Light.....	6 feet 8 inches
Fire Alarm Pull Stations .....	3 feet 6 inches (to activation handle)
.....	3 feet 8 inches (to top of device)
Fire Alarm Horn .....	8 feet or 6 inches below ceiling in
	low-ceiling (wall mounted) areas
Wall Switch Outlets.....	4 feet
Convenience Outlets .....	1 foot 6 inches
Counter Outlets .....	8 inches above countertop

- C. The Architect and the Owner reserve the right to change the location of any outlet, before it has been installed.

##### 1.3 DESCRIPTION

###### A. Wiring Device Requirements

- 1. Use the products of a single manufacturer for each type of wiring device.
- 2. Use the products of a single manufacturer of all device plates. Obtain prior approval for any variations from this requirement, except that plate variations are allowed for the following devices:
  - a. Where the selected plate manufacturer does not manufacture a suitable finish plate.
  - b. For clock receptacles.
  - c. For heavy-duty receptacles rated at more than 30 amperes.
  - d. Where the raceway system enclosure employs a non-standard finish plate.

- e. Where non-standard plates are specified or indicated.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Representative general purpose wiring devices and device plates as listed herein are intended to indicate type, function, and quality of the products. Provide the products specified.

### 2.2 SWITCHES

#### A. General

1. Switches mounted vertically shall have the "ON" position at the top and horizontal-mounted switches shall have the "ON" position at the left.
2. Tumbler switches shall be the AC heavy-duty, specification grade, 120/277 volts, flush toggle type switch rated at 20 amperes, Underwriters' approved and meeting NEMA Standard WD-1 1965 and Federal Specifications W-S-896d (Type III). The operating mechanism shall be totally enclosed in a high-heat, non-inflammable, non-hygroscopic molded compound case with terminal screws located on the side of the switch. Operating handles shall be made of high heat phenolic compound. Switches shall have wide plaster ears.

#### B. Manufacturers

1. Single pole toggle switch, 20 ampere, 120/277 volt, specification grade, Hubbell Catalog No. 1221-I, Pass & Seymour Catalog No. 20AC1-W, or Bryant Catalog No. 4621-I.
2. Three-way toggle switch, 20 ampere, 120/277 volt, specification grade, Hubbell Catalog No. 1223-I, Pass & Seymour Catalog No. 20AC3-W, or equal of Bryant.
3. Four-way toggle switch, 20 ampere, 120/277 volt, specification grade, Hubbell Catalog No. 1224-I, Pass & Seymour Catalog No. 20AC4-W, or equal of Bryant.
4. Double pole toggle switch, 20 ampere, 120/277 volt, specification grade, Hubbell Catalog No. 1222-I, Pass & Seymour Catalog No. 20AC2-W, or equal of Bryant.
5. Single pole key lock switch, 20 ampere, 120/277 volt, specification grade, Hubbell Catalog No. 1221-L, Pass & Seymour Catalog No. 20AC1-L, or equal of Bryant.

#### C. Miscellaneous Switch Appurtenances

1. Weatherproof cover - Hubbell 1795
2. Locking cover - Hubbell 96061

### 2.3 CONVENIENCE RECEPTACLES

- A. Receptacles shall be specification grade receptacles in all locations.
- B. Receptacles for convenience outlets shall be duplex self-aligning grounding type rated for 20 amperes at 125 volts. Contacts shall be made of heavy spring copper or bronze so designed as to securely grip both sides of each receptacle blade and shall be enclosed in high heat, non-inflammable, non-hygroscopic molded compound case, provided with wide plaster ears. Each terminal shall be provided with two (2) binding screws located on the side of the receptacle.

C. Manufacturer(s)

1. Duplex receptacle, 20 ampere, 125 volts, 2 pole, 3 wire grounding type, NEMA 5-20R; Hubbell Catalog No. 5362-I, Pass & Seymour Catalog No. 5362-AW, or Bryant Catalog No. 5362-I.
2. Emergency duplex receptacle, 20 ampere, 125 volt, 2 pole, 3 wire grounding type, NEMA 5-20R, and connected to the normal/emergency system; Hubbell Catalog No. 5362-R, Pass & Seymour Catalog No. 5362-ARED with smooth finish red cover plate. The cover plate shall have the word "emergency" engraved at the top with white filled lettering.
3. Ground fault interrupter type duplex receptacle, 20 ampere, 125 volt, 2 pole, 3 wire grounding type, NEMA 5-20R; Hubbell Catalog No. GF-5362-I, Pass & Seymour Catalog No. 2091 W.
4. Single receptacle, 20 ampere, 125 volt, 2 pole, 3 wire grounding type, NEMA 5-20R ("EWC" denotes electric water cooler--coordinate mounting height with the equipment supplier.); Hubbell Catalog No. 5361-I, Pass & Seymour Catalog No. 5361-I.

D. Appurtenances

1. Weatherproof covers - use Hubbell WP26 or WPSF26, Pass & Seymour Catalog No. WPH8 or Bryant Catalog No. 4510D for GFI-WP locations; or Hubbell 5205WO or 5206WO, Pass & Seymour Catalog No. WPH26 for non-GFI-WP locations.

2.4 COVER PLATES

- A. Unless otherwise specified, switch, receptacles, special purpose outlets, telephone, and other outlet plates shall be Bureau of Standards No. 302-18.8 brushed or satin stainless steel with beveled edges so as to lie flat against the wall. Where more than one (1) switch occurs at one point, gang plates shall be used.
- B. Zinc-coated plates may be used in unfinished spaces.
- C. Plates shall be set true and plumb and shall fit tight against finished wall surfaces and outlet boxes.
- D. Manufacturers: Hubbell 97000 Series, Pass & Seymour SL1 Series, or Bryan 5600 Series.
- E. Narrow jamb switch to have Leviton 1794 plate.

2.5 WALL SWITCH SENSORS

A. General

1. Wall switch sensors shall be installed as shown on the drawings to control light fixtures in toilet rooms, corridors, mechanical rooms, electrical rooms, etc., that are less than 1200 square feet in size.

B. Manufacturers

1. Wall switch sensors shall have a field adjustable time delay from one (1) to twenty (20) minutes, cover a maximum of 1200 square feet, have a 180 degree field of view, have a three (3) position override switch (off-auto-on) and have a LED system test.

2. Wall switch sensors, 20 ampere, 120/277 volt 1500 watt, shall be Bryant Catalog No. MSFL1200I.

## 2.6 CEILING MOUNT SENSORS AND LOW VOLTAGE CONTROL PACKS

### A. General

1. Ceiling mount sensors and low voltage control packs shall be installed as shown on the drawings to control light fixtures in corridors, mechanical rooms, electrical rooms, stairways, etc., that are larger than 1200 square feet in size.

### B. Manufacturers

1. Ceiling mount sensors shall cover 600 square feet of area and shall be Bryant Catalog No. MSCM-600.
2. Low voltage control panels shall be rated at 20 ampere, 120/277 volt and shall be Bryant Catalog No. CP120-277.

## 2.7 OCCUPANCY SENSORS

### A. Provide occupancy sensor devices in accordance with Contract Documents.

### B. Wall Mounted Switch / Occupancy Sensor

1. Switch shall fit in standard wallbox and be gangable with other units. Unit shall have manual on/off pushbutton light switching which shall operate at any time.
2. Passive infrared occupancy sensor devices shall have a 180° field of view with a maximum coverage of 2100 square feet. The maximum sensing distance in front of the sensor is 40 feet and at each side is 30 feet.
3. Sensor shall have self-adjusting delayed-off time interval for real-time occupancy patterns.

### C. Ceiling Mounted Occupancy Sensor

1. Sensor shall be all-digital with passive infrared technology designed for ceiling mounting.
2. Sensor shall have 360° pattern sensing with coverage area of 530 square feet.
3. Sensor shall have self-adjusting delayed-off time interval for real-time occupancy patterns. Manual time adjustment shall be 20 seconds -15 minutes with ambient override ON.
4. Input voltage shall be 120 volts AC and shall have a load rating of 1000 watts.

### D. Manufacturers:

1. Wall Mounted: Leviton #ODS15-ID or equivalent.
2. Ceiling mounted: Leviton #ODC0S-I1W or equivalent

## 2.8 GFI PROTECTED RECEPTACLES

### A. Receptacles shall be GFI protected via GFI receptacle or GFI breaker in the following locations:

1. Where shown on the drawings.
2. In toilet and bathrooms.
3. Exterior receptacles within 15 feet of ground level or on roof.

- B. Receptacles installed above any counter within 6 feet of sink.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Devices shall be flush mounted unless otherwise noted. Properly align and plumb devices and plates. Plates shall fit flat against wall and tight against device surface without strain on plate.
- B. Code sized (#12 minimum) bonding jumper shall connect grounded outlet box to receptacle grounding terminal on flush-mounted units.
- C. Where receptacles are indicated as split-wired and half of the receptacle is on a wall switch, the top receptacle shall be switched and bottom shall be on normal power.
- D. Circuits to wiring devices feeding data processing equipment shall have a dedicated neutral for each 120 volt circuit. No common neutrals for data processing equipment shall be permitted.
- E. Mount occupancy sensors according to manufacturer's recommendations.
- F. Switches mounted vertically shall have the "ON" position at the top and all horizontal-mounted switches shall have the "ON" position at the left.
- G. Where receptacles are mounted in the vertical position, the ground terminal shall be on the top, and where receptacles are mounted in the horizontal position, the ground terminal shall be on the left.

END OF SECTION