



PROJECT MANUAL FOR:

**COMMERCIAL TOWNSHIP
MUNICIPAL BUILDING
INTERIOR RENOVATIONS**

1768 Main St.
Port Norris, NJ 08349

ARCHITECT

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1138 East Chestnut Avenue #4
Vineland, NJ 08360

Project Number 21.110

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Commercial Township

**REQUEST FOR BIDS
PUBLIC WORKS PROJECT
Bid Advertisement**

Commercial Township hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21(a) (b) for

MUNICIPAL BUILDING – INTERIOR RENOVATIONS

Commercial Township
1768 Main Street, Port Norris, NJ 08349

Drawings and Specifications (electronic format only) can be obtained from the Architect's ShareFile site at <https://mmpfa.sharefile.com> but ONLY after the bidder has been added to the official bidders list.

To be added to the bidders list please send an email with your First Name, Last Name, Company Name, Contact Information, and a primary contact Email to Crystal Hart at chart@mmpfa.com. If you do not receive a response within 2 hours, resubmit your request. Once added to the bidders list, if you are not already in our system you will receive an email from ShareFile with instructions on setting up your account for which you will need to create your own unique password. If you have used our ShareFile previously your prior email and password remains valid. Once added to the bidders list and validated with ShareFile, you will be granted access to the project's bid documents folder. Note: You MUST establish an account with our ShareFile site in order to access the electronic bid documents. They will not be distributed by any other means.

Documents will be available beginning January 9, 2023. Questions regarding the bid must be made via email to Crystal Hart at chart@mmpfa.com. Reference the specific project name noted above. **All questions should be submitted no later than 1:00 PM on Friday January 13, 2023.**

Site visits will be conducted by appointment. **See Instructions to Bidders for scheduling information.**

Bids must be sealed and delivered to the Township Clerk on or before the date and time indicated below. **No bids shall be received after the time designated in the advertisement.** (N.J.S.A. 18A:18A-21(b)). Commercial Township does not accept electronic (e-mail) submission of bids.

The envelope to bear the following information:

Title: **COMMERCIAL TOWNSHIP MUNICIPAL BUILDING –
INTERIOR RENOVATIONS**
Name and Address of the Bidder
Bid Date: **January 26, 2023**
Time: **1:00 p.m.**

The bid opening process will begin on the above advertised date and time in the **Municipal Building at 1768 Main Street, Port Norris, NJ 08349**. On the advertised date and time, the Township Clerk shall publicly open all bids.

Statement of Ownership: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities owning ten (10%) percent or more of its

stock or interest on any type at all levels of ownership.

A Non-Collusion Affidavit must be submitted with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with the instruction to Bidders and to complete the required forms, may be cause for disqualification and rejection of the bid.

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., Affirmative Action Against Discrimination (N.J.A.C. 17:27-1 et seq.). An Initial Project Workforce Report will be required from the successful contractor. (Form AA-201).

Contractors bidding on this project are to comply with the requirements of the Prevailing Wage Rate Determination pursuant to N.J.S.A. 34:11-56.25.

A bidder on a public works project where the cost of the work exceeds \$20,000.00 must first have been qualified by the Department of the Treasury, Division of Property Management and Construction, pursuant to N.J.S.A. 18A:18A-27 through 33, and shall submit with his bid a Prequalification Affidavit, a copy of a valid and active NOTICE OF CLASSIFICATION, a certified copy of a Total Amount of Uncompleted Contracts Form and an Affidavit that subsequent to the latest such statement submitted by him, there has been no material adverse change in his qualification information except as set forth in said Affidavit

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to Commercial Township, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.00.

Corporate bidders are required by law (Chapter 33, Laws of 1977) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

All contractors named in this bid, shall possess a valid Contractor's Registration Certificate pursuant to N.J.S.A. 34:11-56.48 et seq., at the time the bid is received by Commercial Township.

Commercial Township reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-18, 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a-c), 18A:18A-22, and to waive any informalities.

SECTION 000100 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 PROPOSALS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "Owner", in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time, date and location as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. Any bid prepared and submitted in accordance with the provisions described herein may be considered informal by the Owner, who reserves the right to waive any informalities in the bid or reject any and all bids, including alternate bids. Any bid received after the time and date specified may not be considered. No bidder shall withdraw a bid within sixty (60) days after actual date of the opening thereof.
- D. Bids are requested on the items stated in the Form of Proposal for the project. The prices shall cover all cost of any nature incidental to and growing out of the work. In explanation, but not in limitation thereof, these costs shall include the cost of all work, labor, materials, equipment, transportation, and all else necessary to perform and complete the project in the manner and within the time required, all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the project, and any additional expenses for unforeseen difficulties encountered, for settlement of damages and for replacement of defective work and materials. Conditions, limitations, or provisions attached to the proposal by the bidder may cause its rejection. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- E. Before submitting their proposal, the bidder shall be familiar with the Drawings, Specifications, and other Documents that will form part of the Contract, shall have investigated in detail the sites of the project and shall have made such examination thereof, as may be necessary to satisfy themselves in regard to the character and amount of work involved. They shall have satisfied themselves also that they can secure the necessary labor and equipment and that the materials they propose to use will comply with the requirements thereof and can be obtained by them in the quantities and at the time required. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to their Bid.
- F. Bidders are cautioned to carefully read the complete set of Drawings and Specifications to acquaint themselves with any requirements therein necessitating installation work by one Contractor of materials or equipment furnished by another Contractor or the Owner and required to complete the entire project.
- G. Attention is directed to the fact that these Specifications include a complete set of Bidding and Contract forms. These are for the convenience of Bidders and are not to be detached from the Specifications, filled out, or executed. Separate copies of bid forms are furnished for that purpose. Submit two forms with the bid and one to be retained by the bidder for their records. NOTE: All forms or papers required to be submitted with the bids shall be signed, witnessed, and/or sworn to.
- H. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

SECTION 000100 - INSTRUCTIONS TO BIDDERS

1. 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.
2. Bid by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
3. Bids by sole proprietorship shall be signed by the proprietor. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

1. N.J.S.A 2C:21-34, et. seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
2. N.J.S.A 2C:27-10, et. seq. provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
3. N.J.S.A 2C:27-11, et. seq. provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
4. Bidder should consult the statutes or legal counsel for further information.

1.2 BID SECURITY AND BONDING REQUIREMENTS

A. BID GUARANTEE:

1. Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the total price bid, but not more than \$20,000.00 payable unconditionally to the Owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.
2. Failure to submit a Bid Guarantee shall result in rejection of the bid.

B. CONSENT OF SURETY:

1. Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. The Surety Company must have a Best's rating of B+ or better, and a Best's Financial Category of VII or larger, the minimum ratings and the financial size categories are those listed for the Surety Company in the most current issues of Best's Key Rating Guide, Property-Casualty, published by the A.M. Best Company, Oldwick, NJ.
2. Submission of a Performance Bond, if required for this bid, is a condition precedent to a contract award. After receipt of such a performance bond and other submissions required by the bid specifications, the bid will be accepted and a signed contract and a purchase order will be forwarded to the successful bidder.
3. The Township will not be responsible for any expenditure of monies or other expenses incurred by the Bidder unless the Bidder has received a signed contract and a purchase order.

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4. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.
5. Failure to submit a consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND:

1. Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred (100%) percent of the acceptable bid as security for the faithful performance of this contract.
2. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.
3. Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A: 11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND:

1. Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.
2. Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND:

1. Upon acceptance of the work by the Owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed one hundred (100%) percent of the project costs guaranteeing against defective quality of work or materials for the period of 2 years.

1.3 POWER OF ATTORNEY

- A. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their Power of Attorney to sign said bonds.

1.4 AWARD OF CONTRACT

- A. Award, if made, will be to the lowest responsible, qualified bidder. In such case where alternate bids will be considered, the low bidder will be determined based on the combined amount of the base bid plus the alternate bid, or bids, which will be included in the contract awarded.
- B. In the event there is a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
- C. Award made to a Bidder not a resident of the State shall require the Bidder to designate a proper agent in the State on whom service can be made in the event of litigation.

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- D. The Bidder to whom the contract is awarded shall be required to execute said Contract and obtain the Performance Bond and within seven (7) days from the date when the Notice of Award of Contract is delivered to the Bidder.
- E. The Owner, within seven (7) days of receipt of the Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party and executed duplicate of the Agreement.
- F. The Notice to Proceed shall be issued within seven (7) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor.
- G. The Owner reserves the right to reject any or all bids in whole or in part, or to waive informality in the bidding, as may be permitted by law.
- H. The Bidder to whom the contract is awarded shall be required to execute said Contract within ten (10) days after notification of award of Contract.

1.5 FORM OF CONTRACT

- A. Contracts will be let on American Institute of Architect's Document A101, Standard Form of Agreement Between the Owner and the Contractor where the Basis of payment is a Stipulated sum, 2007 Edition.

1.6 EXAMINATION OF SITE, DRAWINGS, ETC.:

- A. Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions as they exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract. The bidder must certify by affidavit their compliance with site examination. Use the form provided.
- B. Site visits can be arranged for all bidders. To arrange a site visit, please contact Michael Vizzard at mike@gmwhite.net or call 856-785-3196 ext. 310 to schedule an appointment. Scheduled times for bidders to visit the project site will be made to preclude large group gatherings.
- C. Bidders shall also thoroughly examine and be familiar with the Drawings and Specs. The failure or omission of any bidder to receive or examine any form, instrument, or document, or to visit the site and acquaint themselves with conditions existing there shall in no way relieve any bidder from obligation with respect to their bid. By submitting a bid, the bidder agrees and warrants that they have examined the site, the Drawings and Specifications and, where the Specifications require in any part of the work a given result to be produced, that the Specifications and Drawings are adequate, and the required result can be produced under the Drawings and Specifications. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of unintentional errors or conflicts in the Drawings and Specifications.

1.7 DRAWINGS AND SPECIFICATIONS:

- A. The project shall be performed in accordance with the requirements of the Drawings and Specifications subject to modification as provided in General Conditions. The Drawings and Specifications are intended to complement and supplement each other.

SECTION 000100 - INSTRUCTIONS TO BIDDERS

- B. Any work required by either of them and not by the other shall be performed even though omitted on others. Should any work be required which is not also denoted in the Specifications or on the Drawings because of an obvious omission, but which is, nevertheless, necessary for the proper completion of or performance of the project, such work shall be performed as fully as if it were described and delineated.
- C. Should the specifications and/or drawings disagree in themselves or with each other, the better quality or quantity of work shall be provided.
- D. Large scale details shall govern small scale Drawings.
- E. Where the work is indicated in detail on only a portion of a drawing, this work shall apply to other like portions of the area of work.
- F. Throughout the Specifications and Drawings, references are made to nominal, not actual, sizes of commercial materials. In all such cases, Contractor shall supply materials in their commercial sizes in accordance with recognized and accepted standards as intended. Only if accurately dimensioned, or if particularly specified, will sizes other than usual commercial sizes be required.
- G. Whenever a material, article or piece of equipment is identified on the Drawing or in the Specifications by reference to manufacturer's or vendor's name, trade name, catalog number or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform equally or better the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed without the Architect's written approval.
- H. In general, the Owner/Architect will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by successful Contractor for incorporation into the work.

1.8 REVISIONS, ADDENDA & CLARIFICATIONS TO BID DOCUMENTS:

- A. Should a bidder find during examination of the Drawings and Specifications, or after examination of the site, any discrepancies, omissions, ambiguities, or conflicts in or among the documents, or be in doubt as to their meaning, the Architect shall be notified not later than three (3) business days before bid opening date, and where information sought is not clearly indicated or specified, the Architect will issue a written clarification to any person who has received a bid packet. The written clarification will then become part of the Bidding Documents.

1.9 INTERPRETATION OF CONTRACT DOCUMENTS:

- A. No oral interpretation and/or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such requests shall be in writing, addressed to the Owner's representative stipulated in the specification. To be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.
- B. All interpretations, clarifications and any supplemental instructions will be in the form of written addendum to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid. The Owner's interpretations or corrections thereof shall be final.

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1.10 SUBSTITUTIONS:

- A. Brand names and/or descriptions used in these specifications are to acquaint bidder with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature will not suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The Owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the unsuccessful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Owner harmless from any damages resulting from such infringement.
- E. Only manufactured products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A: 11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

1.11 COMPLIANCE WITH LAWS:

- A. Contractor shall comply with all laws and regulations governing the project. Referenced in these specifications to laws and regulations are for the convenience of the parties only. Owner and Contractor shall be bound by all amendments, revisions, repeals or adoptions of laws and regulations even though not enumerated in these specifications. If a law or regulation referred to in these specifications has been amended, revised, repealed or otherwise changed, it shall be Contractor's obligation to conform to the changed version, even though an older version or repealed version is referenced in these specifications.
- B. All proposals are subject to the requirements of all state and federal laws and Commercial Township ordinances affecting the same. Persons or firms bidding on equipment that requires installation by the contractor are advised those provisions/ requirements of the Davis Bacon Act, will apply to and be part of all such contracts.
 - 1. Contractor shall keep an accurate record showing the name, craft or trade and actual hourly rate paid to each worker employed by them in connection with the project. The record shall be preserved for a period of three years from the date of payment. Contractor shall further post the prevailing wage rates for each craft and classification involved in the project in prominent and easily accessible places at the site of work and at such other places as are used by employer to pay workers.
- C. Contractor shall comply with the provisions of all state and federal laws governing civil rights and discrimination and, in particular, the New Jersey Civil Rights Act, the Equal Opportunities Law and the Law Against Discrimination, N.J.S.A. 10:1-1, et. seq.; 2-1 et. seq. and 5-1 et. seq. In addition, Contractor shall comply with the Affirmative Action Law and regulations, N.J.S.A 10:5-31 and N.J.A.C. 17:27-1.1, et. seq. See attached Exhibit A.

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- D. After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.
 - 1. The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.
- E. Contractor shall be required to provide with its bid a Non-Collusion Certificate form pursuant to NJSA 52:34-15.

1.12 INDEMNIFICATION:

- A. Bidder shall indemnify and hold harmless the Owner from all claims, suits or actions, and damages or costs of every name and description to which the Owner may be subjected or put by reason of injury to the person or property of another, or the property of the Owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

1.13 MISCELLANEOUS PROVISIONS:

- A. A written request for the withdrawal of a bid will be granted if received by the Owner before any bid has been opened. Upon proper request and identification, bids may be withdrawn as follows:
 - 1. At any time prior to the designated time for opening of bids.
 - 2. Provided the Proposal has not been accepted by the Owner, at any time subsequent to the expiration period during which the bidder has agreed not to withdraw his proposal.
- B. Unless a proposal is formally withdrawn, it shall be deemed open for acceptance until the Contract Agreement has been executed by both parties thereto or until the Owner manifests that they do not intend to accept the Proposal. Notice of acceptance of a Proposal shall not constitute rejection of any other Proposal.
- C. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Owner.
- D. Should any differences arise between the contracting parties as to the meaning or intent of these instruction or Specifications, the Owner or their designated representative's decision is to be final and conclusive.
- E. The successful bidder agrees that they will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the contract on their part, or of any failure to fully acquaint themselves with any conditions relating to the contract.

SECTION 000100 - INSTRUCTIONS TO BIDDERS

1.14 PRIME CONTRACTS

- A. Pursuant to Section 16 of P.L. 1971, c.198 (c.40A:11-16), bidders must identify the subcontractors to whom it will subcontract the furnishing prime subcontracting in its bid submission.

1.15 PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Owner is exempt from any local, state, or federal sales, use or excise tax.
- B. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. The cost of all permits will be paid for by the Owner.

1.16 NON-COLLUSION AFFIDAVIT:

- A. Pursuant to NJSA 52: 34-15, bidder shall submit with their bid Non-Collusion Affidavit on form as bound herein. More than one proposal on one contract from an individual, a firm or partnership, corporation, or an association under the same of different names will not be considered. Reasonable ground for believing that the Bidder is interested in more than one proposal for the same work will cause the rejection of all proposals in which there is reason for believing that collusion exists among any of the Bidders. Participants in any collusion will not be considered in future proposals.

1.17 AFFIDAVIT OF NO-DEFAULT

- A. Bidder shall submit with their bid an Affidavit of Non-Default on form as bound herein. This form must be signed by all principals who will work on this contract. Principals may all use, sign and file the same form; or they may choose to file separate forms. Principals include all individuals, joint ventures, partnerships, corporate, trusts, non-profit organizations, or any other public or private entity that will participate in the contract as a prime contractor.
 - 1. In case of partnerships, all general partners, regardless of their percentage interest, and limited partners have a 25% or more interest in the partnership, as considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer, and all other executive officers, who are directly responsible to the Board of Directors, or any equivalent governing body, as well as all directors and each stockholder having a 10% or more interest in the corporation.
 - 2. Exceptions for Corporations – All principals must personally sign the certificate except in the following situation: When a corporation or public agency is a principal, all of its officers, directors, commissioners, trustees, and stockholders with 10% or more of the common (Voting) stock need not sign personally, if they all have the same record to report. The officer, who is authorized to sign for the corporation or agency, will list the names and titles of those who elect not to sign. However, any person who has information to report which is substantially different from that of his or her organization, must report that activity on this form and sign his or her name.
 - 3. If you cannot certify and sign the certificate as it is printed, because some statements do not correctly describe your record, then use a pen and strike through those parts that differ from your record and sign that part you permitted to remain and which does describe you or your record.

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4. Attach a signed explanation of the terms you have struck out on the certification and All proposals are subject to the requirements of all state and federal laws and Wildwood Housing Authority ordinances affecting the same.
5. Persons or firms bidding on equipment that requires installation by the contractor are advised those provisions/ requirements of the Davis Bacon Act, will apply to and be part of all such contracts.

1.18 STATUTORY AND OTHER REQUIREMENTS

A. Mandatory Affirmative Action Certification: No firm may be issued a contract unless it complies with the affirmative action provision of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27-1 et. seq. The following information summarizes the full, required regulatory text, which is included as Appendix A of this bid specification.

1. Goods and Services (including professional services) Contracts; Each 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:
 - a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
 - b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
 - c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2. For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
Department of Treasury
State of New Jersey
PO Box 209
Trenton, NJ 08625-0209
609-292-5473
Email: www.state.nj.us/treasury/contract_compliance/ccmail/html

3. Maintenance/Construction Contracts: After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contract, in accordance with N.J.A.C. 17:27-7.
4. The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job programs for outreach and training of minorities and women.

B. Federal Occupational Safety and Health Act of 1970: The vendor or contractor guarantees that all materials, supplies and equipment as listed on any bid, request for proposal, quotation, contract, or purchase order, furnished or delivered to the Owner meet the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended from time to time and enforced as of the date thereof.

SECTION 000100 - INSTRUCTIONS TO BIDDERS

- C. **Safety Standards:** The bidder should be aware, if awarded the contract that they will be responsible for any and all subcontractors, as well as themselves, that they are required to comply with all applicable local, state and federal safety, health and environmental regulations, including provisions for protecting the Owner's employees and the public from construction hazards.
1. The Owner retains the right to have Owner's safety representatives inspect any construction project taking place on the Owner's property or through the Owner's auspices. The Owner reserves the right to stop work if an imminent hazard exists. The costs, if any, created by a work stoppage due to unsafe conditions, will be borne by the contractor responsible for the unsafe condition.
- D. **Americans with Disabilities Act of 1990:** Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.
- E. **Stockholder Disclosure:** N.J.S.A. 52:25-24.2 provided that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.
- F. **Proof of Business Registration:** N.J.S.A 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the NJ Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:
1. The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor.
 2. Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used.
 3. During the term of this contract, the contractor and its affiliates shall collect and remit to the Director, NJ Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A 54:32b-1 et. seq.) on all sales of tangible personal property delivered into this State.
 4. Any contractor, subcontractor or supplier who fails to provide proof of business registration information shall be liable to a penalty of \$15 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.
- G. **New Jersey Worker and Community Right to Know Act:** The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the NJ Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et. seq., and N.J.A.C. A 8:59-2 et. seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the

SECTION 000100 - INSTRUCTIONS TO BIDDERS

components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

- H. Non-Collusion Affidavit: The Affidavit shall be properly executed and submitted with the bid proposal.
- I. Persons or firms bidding on equipment that requires installation by the contractor are advised those provisions/ requirements of the Davis Bacon Act will apply to and be part of all such contracts.

END OF SECTION

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive.

BID TITLE:
Commercial Township Municipal Building – Interior Renovations

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID TITLE: COMMERCIAL TOWNSHIP MUNICIPAL BUILDING – INTERIOR RENOVATIONS

CHECKOFF FORM

Mandatory Items

1. ____ Acknowledgement of Addenda
2. ____ Bid Proposal Form
3. ____ Chapter 271 Political Disclosure Form
4. ____ Contractor's Registration Certification
5. ____ Equipment Certification
6. ____ Iran Disclosure of Investment Activities
7. ____ Non-Collusion Affidavit
8. ____ Prequalification Affidavit
9. ____ Prevailing Wages Certification
10. ____ Statement of Ownership
11. ____ Subcontractor's Disclosure Statement
12. ____ Sworn Contractor Certification; Qualifications and Credentials
13. ____ Certification of Site Visit
14. ____ No Material Change of Circumstances Certificate
15. ____ Americans with Disabilities Act
18. ____ Bid bond, certified check, or cashier's check
19. ____ Consent of surety (if applicable)

NOTE: PLEASE INITIAL ALL ITEMS ON CHECKOFF FORM.

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

ACKNOWLEDGEMENT OF ADDENDA

The respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during the period of bid and agrees that said Addenda shall become a part of this contract. The respondent shall list below the numbers and issuing dates of the Addenda.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ **No Addenda Received**

Name of Company: _____

Address: _____ P.O. Box: _____

City, State, Zip Code: _____

Name of Authorized Representative: _____

Signature: _____ **Date:** _____

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

OFFICIAL BID PROPOSAL FORM

BID OPENING DATE: Thursday January 26, 2023@ 1:00 PM

CONTRACT NO. 1 - GENERAL CONSTRUCTION

I (We) propose to fully execute and complete all work under CONTRACT NO. 1 - GENERAL CONSTRUCTION to include all work required by these Documents for the total sum of:

_____ (\$ _____)

The respondent by signing this bid form, acknowledges that he/she has carefully examined the bid specifications and documents: and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the bid.

Name: _____

Address: _____ P.O. Box _____

City, State, Zip Code _____

Federal Tax ID Number: _____

Phone Number: _____ Extension: _____

Fax Number: _____ Email: _____

Authorized Agent: _____ Title: _____

Agent's Signature: _____ **Date:** _____

The bid must be received no later that the date specified in the cover sheet. All bids are to be sent to the address listed in the cover sheet.

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

(Contracts that exceed \$17,500.00 Ref. N.J.S.A. 19:44-20.26)

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate, or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The business Entity may attach additional pages if needed.

No Reportable Contributions (Please check if applicable)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification:

I certify that information provided above is in full compliance with Public Law 2005-Chapter 271.

Name of Authorized Agent: _____

Signature: _____

Business Entity: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:]

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity, and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

P.L. 2005, c.271

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution, or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution, or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for Bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bid thereon or negotiating therefor, to submit along with its Bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 52:34-25.

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 52:34-25**

County Name: Cumberland

State: Governor, and Legislative Leadership Committees

Legislative District #: 1 & 3

State Senator and two members of the General Assembly per district.

County:

Commissioners

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Bridgeton City

Commercial Township

Deerfield Township

Downe Township

Fairfield Township

Greenwich Township

Hopewell Township

Lawrence Township

Maurice River Township

Millville City

Shiloh Borough

Stow Creek Township

Upper Deerfield Township

Vineland City

Boards of Education (Members of the Board):

Bridgeton City

Commercial Township

Deerfield Township

Downe Township

Fairfield Township

Greenwich Township

Hopewell Township

Lawrence Township

Maurice River Township

Millville City

Shiloh Borough

Stow Creek Township

Upper Deerfield Township

Vineland City

Fire District's (Board of Fire Commissioners):

Commercial Township Fire District No.1

Commercial Township Fire District No.2

Commercial Township Fire District No.3

Downe Township Fire District No.2

Downe Township Fire District No.3

Maurice River Township Fire District No.1

Maurice River Township Fire District No.2

Maurice River Township Fire District No.3

Maurice River Township Fire District No.4

Maurice River Township Fire District No.5

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID TITLE: COMMERCIAL TOWNSHIP MUNICIPAL BUILDING – INTERIOR RENOVATIONS

CONTRACTOR'S REGISTRATION CERTIFICATION

It is the determination of Commercial Township that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore pursuant to the Public Works Contractor Registration Act -- N.J.S.A. 34:11-56.48 et seq., no contractor shall bid on any project for public works unless the contractor is registered pursuant to the act.

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

I certify that our company understands that Commercial Township requires that all contractors and subcontractors listed in this bid possess a valid Contractor Registration Certificate at the time the bid is received by the Township and furthermore certify that I will provide copies of the valid certificate prior to the award of contract.

Name of Company: _____

Authorized Agent: _____

Authorized Signature: _____

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID TITLE: COMMERCIAL TOWNSHIP MUNICIPAL BUILDING – INTERIOR RENOVATIONS

EQUIPMENT CERTIFICATION

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____ (Name of Company) owns all the necessary equipment as required by the specifications and to complete the specified public work project.

OR

B) _____ (Name of Company) leases or controls all necessary equipment as required by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with bid:**

1. A certificate stating the source from which equipment will be obtained.
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company: _____

Authorized Agent: _____ Title: _____

Signature of Authorized Agent: _____

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

QUOTE NUMBER: _____ BIDDER/OFFEROR: _____

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 will render a bidder's proposal non-responsive. 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 ONE:

_____ 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

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 the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name: _____

Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____

Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____

Contact Phone Number: _____

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 State of New Jersey 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 State to notify the State 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 State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

DO NOT ENTER PIN AS SIGNATURE

Title: _____

Date: _____

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID TITLE: COMMERCIAL TOWNSHIP MUNICIPAL BUILDING – INTERIOR RENOVATIONS

NON-COLLUSION AFFIDAVIT

STATE OF _____
:SS:

COUNTY OF _____

I, _____ of the City of _____

In the County of _____ and the State of _____

Of full age, being duly sworn according to law on my oath depose and say that:

I am _____ (Position in Company)

of the firm of _____ and the bidder making the bid for the above named contract, and that I executed that said bid with full authority so to do: that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this bid with any potential bidder, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said bid and in this affidavit are true and correct, and made with full knowledge that Commercial Township relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said bid.

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 of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor)

Subscribed and sworn to: _____
(Signature of Contractor)

Before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commissions expires _____, _____ -SEAL-
Month Day Year

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID TITLE: COMMERCIAL TOWNSHIP MUNICIPAL BUILDING – INTERIOR RENOVATIONS

PRE-QUALIFICATION AFFIDAVIT-NO MATERIAL ADVERSE CHANGE

The below affidavit must be submitted with your bid for projects over \$ 20,000.00 pursuant to N.J.S.A. 18A:18A-32:
I, _____ of the City of _____
in the County of _____ and the State of _____
Of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse in Qualification-N.J.S.A. 18A:18A-32

I am _____(Position in Company), and the bidder for the above named project. The answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq) as amended, except as set forth herewith. I further certify that there is now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ (Name of Company) is classified by the State of New Jersey under chapter 105, Laws of 1962, as amended. This classification became effective _____(Date).

Type of Contract/Trade Classified: _____

Classification Approved Amount \$ _____

A copy of my valid and active prequalification/classification certification from Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is \$ _____ as of _____(Date)

A total of the company's Total Amount of Uncompleted Contracts form is required to be submitted with this bid.

Signature of Authorized Representative

Date

NOTARY SEAL:

Sworn and subscribed to before me this _____ day of _____ in the year _____

Signature of Notary

Print Name of Notary

Notary Public of _____

My Commission Expires: _____

Month

Day

Year

-SEAL-

This affidavit does NOT take the place of the "Notice of Classification" or the "Total of Uncompleted Contracts" issued by the State of New Jersey, both of which must be submitted with each bidder's bid.

Commercial Township Municipal Building
Interior Renovations

Contractor's Proposal
000110-10

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID TITLE: COMMERCIAL TOWNSHIP MUNICIPAL BUILDING – INTERIOR RENOVATIONS

PREVAILING WAGES CERTIFICATE

It is the determination of Commercial Township that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25.

CERTIFICATION

1. I certify that our company understands that this project requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay prevailing wages in full accordance with the law.

NON-COMPLIANCE STATEMENT

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, Commercial Township, may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS - New Jersey Department of Labor

Has bidder or any person having an "interest" with the bidder, been notified by the New Jersey Department of Labor by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last (5) years?

* Yes _____

No _____

* If yes, please attach a signed document explaining any/or all administrative proceedings with the NJDOL within the last five (5) years. Please include any pending administrative proceedings with the NJ Department of Labor, if any.

Name of Company: _____

Authorized Agent: _____

Authorized Signature: _____

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID TITLE: COMMERCIAL TOWNSHIP MUNICIPAL BUILDING – INTERIOR RENOVATIONS

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, Zip: _____

Part I Check the line that represent the type of business organization:

- Sole Proprietorship (ship Parts II and III, execute certification Part IV) Partnership
- Non-Profit Corporation (skip Parts II and III execute certification in Part IV) Limited Partnership
- For-Profit Corporation (any type) Limited Liability Partnership (LLP)
- Limited Liability Company (LLC) Other (be specific): _____

Part II Check the appropriate line

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed)

Name of Individual or Business Entity	Home Address (for individuals) or Business Address

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for individuals) or Business Address

Part IV 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/proposer; that **Commercial Township** 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 **Commercial Township** to notify the **Township** 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, permitting **Commercial Township** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

SUBCONTRACTOR'S DISCLOSURE STATEMENT

The _____ *(Name of Bidding Company)*

Please Check One! _____ will sub-contract a portion of this project.
 _____ will not sub-contract any portion of this project.

Authorized Agent _____ **Title** _____

Signature of Bidder _____ **Date** _____

If the bidder is not going to subcontract any portion of this project, the bidder need not complete any further part of this document.

If the bidder will subcontract any of the following:

- Plumbing/gas fitting work
- Electrical work, tele-data, fire alarm or security systems
- Refrigeration/heating/ventilating systems & equipment
- Structural steel/ornamental iron work

The bidder must do the following:

- Identify the contract number and type of work they intend to subcontract.
- Provide the name, address and other pertinent information about the subcontractor; *
- If the cost of the work by the subcontractor shall exceed the amounts listed below, the bidder shall provide in the bid package submission the following documents:

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
<i>Estimated Value of Contract – Subcontractor</i>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</i>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form Notice of Classification Total Amount of Uncompleted Contracts -- Certified	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company

subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

 Authorized Agent (Print) -- Bidder

Signature of Authorized Agent—Bidder

SUBCONTRACTOR'S DISCLOSURE STATEMENT

Sub-Contractor for ELECTRICAL WORK; TELE-DATA, FIRE ALARM OR SECURITY SYSTEM

Name of Subcontracting Company _____

Address _____

City, State, Zip _____

Telephone _____ Fax _____

E-Mail _____ FEIN No: _____

Authorized Agent _____ Title _____

Will the cost of sub-contract exceed \$20,000.00?

_____ Yes Estimated Value of Contract \$ _____
 _____ No Estimated Value of Contract \$ _____

If checked **yes**, the sub-contractor must be pre-qualified to perform the work. The bidder must provide in the bid package the following:

- The subcontractor's Notice of Classification;
- The subcontractor's Total Amount of Uncompleted Contracts; and
- Other documents that are required:

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
<i><u>Estimated Value of Contract – Subcontractor</u></i>	<i>For Subcontractors in the four major branches listed above</i>	<i>For all other Subcontractors</i>
	<u>Submit With Bid</u>	<u>Submit Within ten (10 Days of Receipt of Notice of Award</u>
\$2,000 through \$5,999	Contractor's Registration Certificate	
\$6,000 through \$17,499	Contractor's Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form	
\$20,000 or more	Contractor's Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form Notice of Classification Total Amount of Uncompleted Contracts -- Certified	

Certification of Equipment

The _____ hereby certifies the above named
Name of Bidding Company
 subcontractor has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

 Authorized Agent (Print) -- Bidder

Signature of Authorized Agent—Bidder

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID TITLE: COMMERCIAL TOWNSHIP MUNICIPAL BUILDING – INTERIOR RENOVATIONS

Sworn Contractor Certification; Qualifications and Credentials

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I, _____, the principal owner or officer of the company certify that the forging statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority (Business Registration) to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of the school facilities project, I as principal owner or officer of the company or corporation, will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.
5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company _____

Name of Owner or Officer _____

Signature of Owner or Officer _____

Notarized before me this _____ day of _____, _____
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____
Month Day Year

-SEAL-

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID TITLE: COMMERCIAL TOWNSHIP MUNICIPAL BUILDING – INTERIOR RENOVATIONS

CERTIFICATION OF SITE VISIT

The undersigned hereby certifies that _____
(Name of person inspecting the job site)

Inspected the job site for _____
(Company name)

on _____ and we are fully aware of any existing conditions, and we are acquainted with the site.
(Date)

Bidder's Representative

Signature

COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

BID TITLE: COMMERCIAL TOWNSHIP MUNICIPAL BUILDING – INTERIOR RENOVATIONS

NO MATERIAL CHANGE OF CIRCUMSTANCES CERTIFICATE

_____, being of full age do hereby certify that:

I am a(n) owner, partner, shareholder, or officer of the company set forth below am duly authorized to execute this affidavit on its behalf.

A statement as to the financial ability, adequacy of plant and equipment, organization and prior experience of the bidder, as required by N.J.S.A. 18A:18A-27 et seq has been submitted to the Department of Treasury within the last six (6) months preceding the date of the opening of bids for this contract.

I certify, as required by N.J.S.A. 18:18A-32 that there has been no material adverse change in the qualification except:

I certify that the foregoing statements are true. I am aware that if any of the foregoing statements are willfully false, I am subjected to punishment.

Name Title

Seal

Company

This certification may be treated for all purposes as a sworn statement made under oath as equivalent affirmation and subject to the provisions of N.J.S.A. 2 C:23-1 through N.J.S.A. 2C:23-3, inclusive and relevant sequential sections, and if applicable, 13 U.S.C. 101, et seq.

APPENDIX A

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

The contractor and Commercial Township (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. S121 01 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.

Name of Company: _____

Authorized Agent: _____

Title of Position: _____

Signature: _____ Date: _____

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
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, 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 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 Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, 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

EXHIBIT B (Continued)

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 for 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 Dept. of LWD, Construction EEO Monitoring Program, 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 nondiscrimination 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 Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or

EXHIBIT B (Continued)

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 Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program.

(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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program 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 county 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 journeyworker 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)

CONSENT OF SURETY

N.J.S. 40A:11-22 provides in pertinent part that where a Contracting unit requires a Performance Bond, the contracting unit must require from all bidders a certificate from a surety company stating that the surety company will provide the Contractor with a Performance Bond. A Performance Bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a Certificate in substantially the following form:

To: COMMERCIAL TOWNSHIP
1768 Main Street
Port Norris, NJ 08349

RE: _____
(Contractor)

(Project)

This is to certify that the _____
(Surety Company)

will provide to _____
(Contractor)

(Address)

Statutory Payment and Performance Bond in the event that said contractor is awarded a contract for the above project.

(Authorized signature of Surety Company)

(Title)

A CERTIFICATE 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.

(Surety Company Name) _____

(Address) _____

(Telephone Number) _____

SECTION 010000 – GENERAL CONDITIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Form of Contract
- B. Examination of Site, Drawings, etc.
- C. Drawings and Specifications.
- D. Interpretation of Contract Documents / Addenda.
- E. Substitutions.
- F. Construction Permits.
- F. Occupancy.
- G. Site Access.
- H. Observance of Laws.
- I. Specifications/Jurisdictional Issues.
- J. Interpretations.
- K. Long Lead Items.
- L. Volatile Organic Compounds (VOC).
- M. Time of Completion/Phasing.
- N. Guarantee.
- O. Regulations.
- P. Suspension of Work/No Damages for Delay.
- Q. Anti-Kickback Act.
- R. Safety Precautions and Programs.
- S. Safety of Persons and Property.

1.2 RELATED SECTIONS

- A. Division 1 - Project Coordination: Coordination with Owner/Architect.

1.3 FORM OF CONTRACT

- A. Contracts will be let on American Institute of Architect's Document A101, Standard Form of Agreement Between the Owner and the Contractor where the Basis of payment is a Stipulated sum, 2007 Edition. The Contractor shall also receive a purchase order from Cumberland County.

1.4 EXAMINATION OF SITE, DRAWINGS, ETC.:

- A. Bidders shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any bidder to receive or examine any form, instrument, or document, or to visit the site and acquaint themselves with existing conditions shall in no way relieve any bidder from obligation with respect to their bid. By submitting a bid, the bidder agrees and warrants that they have examined the site, the Drawings and Specifications and, where the Specifications require in any part of the work a given result to be produced, that the Specifications and Drawings are adequate, and the required result can be produced under the Drawings and Specifications.

The bidder shall promptly report to the Owner and Architect any errors, omissions or inconsistencies in the specifications or drawings that the bidder considers to potentially affect performance of the work or the achievement of the project design results under the plans and specifications. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of unintentional errors or conflicts in the Drawings and Specifications.

- B. Any Bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the

SECTION 010000 – GENERAL CONDITIONS

Township or the award of a contract.

1.5 DRAWINGS AND SPECIFICATIONS:

- A. The project shall be performed in accordance with the requirements of the Drawings and Specifications subject to modification as provided in General Conditions. The Drawings and Specifications are intended to complement and supplement each other.
- B. Any work required by either of them and not by the other shall be performed even though omitted on others. Should any work be required which is not also denoted in the Specifications or on the Drawings because of an obvious omission, but which is, nevertheless, necessary for the proper completion of or performance of the project, such work shall be performed as fully as if it were described and delineated.
- C. In the event of a conflict between the drawings, notes on the drawings and/or the specifications, please refer to the previous sections and to the General Conditions and Supplementary General Conditions.

1.6 INTERPRETATION OF CONTRACT DOCUMENTS/ADDENDA:

- A. No interpretation of the meaning of the contract documents will be made to any bidder orally. Every request for such interpretations shall be made in writing to the Architect and the County and must be received by same at least ten (10) business days, not including Saturdays, Sundays or holidays, prior to the date fixed for the opening of the bids to be given consideration.
- B. Any interpretations and any supplemental instructions will be distributed in the form of a written addenda to the contract documents. The addenda will be provided to the bidder no later than seven (7) days, not including Saturdays, Sundays or holidays prior to the date fixed for the acceptance of the bids. All addenda so issued shall become part of the contract documents.

1.7 SUBSTITUTIONS:

- A. In the event a Contractor should propose a substitution for the specified equipment or materials, it shall be their responsibility to submit proof of equality, and to provide and pay for any tests which may be required by the Architect/Engineer in order to evaluate such proposed substitution.
- B. Where any particular brand or manufactured article is specified, it shall be regarded as a standard. Similar products of other manufacturers, capable of equal performance and quality, in the opinion of the Architect/Engineer, will be accepted upon review and approval.
- C. The application for approval of a substitution by the Contractor shall include the following information:
 - a. Identifying information shall be fully and completely furnished.
 - b. Note whether the item is included in Specifications; in which case, identify the Specification paragraph and section.
 - c. Attach data indicating in detail whether and how the substitution differs, if at all, from the article specified.
 - d. If a credit is to be offered for the substitution, a detailed itemization of the amount of credit must be shown.
 - e. If the proposed substitution involves a change in the scope of the Work of this or any other contractor or trade under the Contract Documents, then and in that event, the Contractor requesting approval undertakes and agrees to be responsible for any and all added costs and thereby involved by reason of the change in the work, the Work of other Contractors and trades, including redesign, if any.

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- f. When requesting approval of an out-of-state Subcontractor or material manufacturer or supplier, a statement indicating that reasonable effort was first made to find and employ United States firms and/or materials, at comparable costs, term and performance capabilities.
 - g. An agreement by the Contractor to submit proof of equality and to have such tests performed at the Contractor's own expense as may be required by the Contracting Officer or the Architect/Engineer.
 - h. No Contractor shall base their bid on substitutions which may have been approved on previous projects or on substitutions anticipated but not approved. Bids shall be based solely on Plans and Specifications of the subject project.
- D. Since substitutions are primarily for the financial benefit of the Contractor, a credit change order shall accompany each request for substitution.
- 1.8 **CONSTRUCTION PERMITS:**
- A. Bidders shall exclude from their proposal the cost of all permits, fees and licenses for the proper execution and completion of the work. These costs to be paid by Owner, if required.
 - B. Contractor shall be required to apply for and obtain all permits required for the construction and to perform all work in accordance with the State Uniform Construction Code. All construction shall be inspected as provided by law.
- 1.9 **OCCUPANCY:**
- A. The Owner throughout the course of the project shall occupy the site. The Contractor shall at all times during the course of performance of the work take all precautions as to the safety and welfare of the occupants, staff, and visitors as well as coordinate all execution with the everyday working operations of the facility.
- 1.10 **SITE ACCESS:**
- A. Access to the site for delivery of construction materials or equipment shall be made only from locations designated by Owner.
- 1.11 **OBSERVANCE OF LAWS:**
- A. The Contractor shall observe and comply with all Federal, State, and local laws that affect those engaged or employed in this project, the materials and/or the conduct of the work.
 - B. All such laws and/or ordinances affecting this Contract in any way shall be part of the Contract as if included herein.
 - C. The specifications, instructions to bidders, and all accompanying documents, including the bid and the contract as awarded, shall be construed to be in accordance with the laws of the State of New Jersey.
- 1.12 **SPECIFICATIONS/JURISDICTIONAL ISSUES**
- A. The titles to the Divisions of these Specifications are introduced merely for convenience and are not necessarily a correct segregation of labor or materials. Such separations shall not operate to make the Architect an arbiter to establish limits between the General Contractor and Subcontractors.
 - B. The Contractor shall classify and allocate the furnishing of materials and the performance of work to the various trades in accordance with local customs, jurisdictional awards, regulations, and decisions insofar as they are applicable.

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- C. The Contractor for General Construction and all subcontractors shall conduct all their operations on this project in such a manner that no jurisdictional disputes arise regarding unloading, handling, installations, and connections of the various items in the several trades involved.

1.13 INTERPRETATIONS

- A. Should the Specification and/or Drawings disagree in themselves or with each other, the greater quality or quantity of work shall be provided.
- B. Large scale details shall govern small scale Drawings.
- C. Where the work is indicated in detail on only a portion of a drawing, this work shall apply to other like portions of the area of work. In like manner, finishes and building elements shown in a continuous manner on one or more elevations of a space shall be assumed to continue on other walls of that same room in the same fashion unless noted otherwise.
- D. Information represented in a plan view as being similar to another area, also shown in plan view but accompanied by additional information: details, sections, elevations, etc., shall be deemed to be similarly represented by virtue of being depicted the same or similar, and such additional information shall be interpreted as being typical of any such spaces for the work of this Contract, whether specifically call out as “Similar”, “Opp. Hand” or no reference is given.
- E. Should any work be necessary for the proper execution of the Specifications or Drawings, the Contractor shall perform all such work as if fully specified or indicated.
- F. The Architect shall be advised in writing of all discrepancies, errors, conflicts and omissions in the specifications and Drawings. The Architect will promptly resolve the matter. Any work undertaken after the discrepancy has been discovered and prior to clarification by the Architect will be done at the Contractor’s risk.
- G. The Architect shall decide as to the meaning or intention of any portion of the Specifications and Drawings. Their decision shall be final.
- H. Throughout the Specifications and Drawings, references are made to nominal, not actual, sizes of commercial materials. In all such cases, Contractor shall supply materials in their commercial sizes in accordance with recognized and accepted standards as intended. Only if accurately dimensioned, or if particularly specified, will sizes other than usual commercial sizes be required.
- I. Definitions:
 - 1. “Typical” shall represent all such spaces, whether specifically cross-referenced or not.
 - 2. “Opposite Hand” (opp. hand) shall mean similar but a mirror image.
 - 3. “Similar to” (sim. to) shall mean that the detail is similar in most respects but may have minor variations in substrate, dimensions, offsets, etc. to account for slight variations from an established standard detail.

1.14 LONG LEAD ITEMS

- A. Contractor shall submit a list of all materials, equipment or components which are anticipated to require more than one week delivery, together with scheduled ordering and delivery timetable. This will be discussed and reviewed regularly at the job sit meetings. Upon request by the Architect, the Contractors shall be prepared to produce evidence of having placed orders for specific materials, equipment, and components.

SECTION 010000 – GENERAL CONDITIONS

1.15 VOLATILE ORGANIC COMPOUNDS (VOC)

- A. All material used on this Project shall comply with all applicable governmental and local VOC requirements.

1.16 TIME OF COMPLETION

- A. Work, including the procurement of permits and processing of required submittals, shall be started within five (5) days of the date of the Notice to Proceed which is the date of the Owner-Contractor Agreement for this work unless otherwise agreed to by the Owner and Contractor. The contractor agrees to substantially complete this public works project to the satisfaction of the Township within one hundred twenty (120) working days from the receipt of the official Notice to Proceed and/or purchase order. **It is assumed for bidding purposes that the Owner-Contractor Agreement/Notice to Proceed will be issued in February 2023.**
- B. The date of substantial completion is defined as the date when construction is sufficiently completed, in accordance with the Contract Documents, as modified by any Change Order agreed to by the parties so that the Owner can occupy the project for the intended use and a Temporary Certificate of Occupancy is issued. Partial occupation of the project shall not be deemed to be substantially complete.
- C. Time shall be of the essence of the performance of the Contract. The Contractor and the Owner agree that the date of beginning and the time for completion as specified in the Contract of work to be done hereunder are essential conditions of this Contract and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on the date to be specified above or in a Notice to Proceed issued by Owner or Architect.
- D. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof, by and between the Contractor and the Owner, that the time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- E. Contractor shall be required to request an extension of time for any delay under Article 8.3 - Delays and Extensions of Time in the manner set forth in the General Conditions.

1.17 GUARANTEE

- A. The Contractor shall guarantee all materials and workmanship installed and/or performed under this Contract to be free of defects which may impair the strength, durability, or appearance of said work and/or may make it unsuitable for the intended purpose, for a period of one (2) years from the date of final completion, unless otherwise noted in the other sections of this Specification.
- B. The Contractor shall repair and/or replace any such work to the satisfaction of the Owner at no additional cost to the Owner.
- C. This guarantee is in addition to and shall in no way limit any other warranty, guarantee or maintenance bond required by the provisions of the Contract Documents or any warranty of a manufacturer of supplier.
- D. Contractor or manufacturers agree to provide in the closeout documents a manufacturer's warranty or warranties in the form attached to or provided for in this manual or better.

1.18 REGULATIONS

SECTION 010000 – GENERAL CONDITIONS

- A. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Architect in writing and any necessary changes shall be adjusted as provided for in the Contract Documents. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall bear all costs arising therefrom.

1.19 SUSPENSION OF WORK / NO DAMAGES FOR DELAY:

- A. Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, for any reason, the Contractor shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

1.20 ANTI-KICKBACK ACT

- A. The parties to this contract will comply with the requirements of the Copeland "Anti-Kickback Act" (18 USC 374) and N.J.S.A. 2C:21-33, 27-4, 27-6, 22-9, N.J.S.A. 40A:9-22.1, N.J.S.A. 52: 13D-21, 34-48 and N.J.S.A. 56:9-11.

1.21 SAFETY PRECAUTIONS AND PROGRAMS

- A. Neither the Owner nor the Architect will be responsible for providing a safe working place for the Contractors, their Subcontractors or their employees, or any individual responsible for the work.
- B. Neither the professional activities of the Architect, nor the presence of the Architect or the Architect's employees and sub-consultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and Architect's personnel have no authority to exercise any control over any connection with their work or any health or safety precautions. The Owner agrees that the Contractor is solely responsible for job site safety and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner also agrees that the Owner, the Architect and the Architect's consultants shall be indemnified and shall be made additional insured under the Contractor's general liability insurance policy as otherwise provided herein.

1.22 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall conform to requirements of the Federal Occupational Safety and Health Act, and the Construction Safety Code. The requirements of the State, Local and Association Codes shall apply where they are equal to or more restrictive than the requirements of the Federal Act.
- B. The Contractor will be responsible for providing general safeguarding, compliance with the requirements of laws, regulations and codes relating to safety and coordinating with all Contractors, subcontractors and material suppliers on the Project. Contractors and subcontractors shall comply with the Construction Safety Act, N.J.S.A. 34:5-166 et seq.

SECTION 010000 – GENERAL CONDITIONS

- C. The Contractor shall protect all materials and equipment for which they are responsible, which is stored at the Project Site for incorporation in the work, or which has been incorporated into the work. They shall replace all such materials and equipment which may be lost, stolen or damaged at their expense, whether or not such materials or equipment have been entirely or partially paid for by the Owner.

- D. Each Contractor shall submit Material Safety Data Sheets (MSDS) to the General Contractor for all material to be used on site and prior to material being sought on site. The General Contractor shall maintain Material Safety Data Sheets and make them available for inspection to everyone as required by law.

END OF SECTION

SECTION 010020 - FORMS

PART 1 GENERAL

1.1 BID FORMS

- A. Refer to Bid Documents and Required Documentation section of these specifications.

1.2 FORMS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER:

- A. Refer to Bid Documents and Required Documentation section of these specifications.
- B. Standard Form of Agreement Between Owner and Contractor (AIA Document A101).
- C. Application & Certificate for Payment (AIA Document G702 and G703).

1.3 PROJECT CLOSE OUT FORMS:

- A. Certificate of Substantial Completion (AIA Document G704).
- B. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706).
- C. Contractor's Affidavit of Release of Liens (AIA Document G706A).
- D. Consent of Surety Company to Final Payment (AIA Document G707).

1.4 GENERAL CONDITIONS

- A. The General Conditions of the Contract for Construction (A.I.A. Document A.201, Fourteenth Edition, dated 2017) as published by the American Institute of Architects are a part of the Contract Documents and shall apply to all Contractors, separate Contractors and/or Subcontractors.

END OF SECTION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Regulatory Requirements.
- B. Access to Site and Use of Premises.
- C. Security Procedures.
- D. Coordination.
- E. Reference Standards.
- F. Allowances

1.2 REGULATORY REQUIREMENTS

- A. The following regulations are applicable to this project:
 - 1. International Building Code (Latest New Jersey Edition).
- B. Other regulations may also be applicable.

1.3 ACCESS TO THE SITE AND USE OF THE PREMISES

- A. The space available to the contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is shown on the drawings.
 - 1. Other areas are off limits to all construction personnel.
 - 2. The Owner will endeavor to cooperate with the contractor's operations when the contractor has notified the owner in advance of need for changes in operations in order to accommodate construction operations.
 - 3. Conduct the work so as to cause the least interference with the Owner's operations.
- B. Storage areas will be available on site.
- C. All deliveries by the Contractors to be coordinated with the Owner, prior to the delivery date.
- D. No material or equipment is to be sent directly to the school and such items will not be received by the Owner. All deliveries are to be to the construction site when appropriate contractor's representatives are available to accept delivery.
- E. Limit use of premises to areas of construction. Do not disturb portions of the building beyond the areas indicated.

1.4 SECURITY PROCEDURES

- A. Limit access to the site to persons involved in the work.

SECTION 010050 - ADMINISTRATIVE PROVISIONS

- B. Provide secure storage for materials for which the owner has made payment and which are stored on site.
- C. Secure completed work as required to prevent loss.

1.5 COORDINATION WITH OCCUPANTS

- A. Occupied areas include all areas in which the Owner's regular operations will be going on or to which the Owner requires access during the construction period, whether conducted by the Owner or the public.
- B. Limit access through occupied areas to those days and time which the Owner approves.
- C. Provide separated access from the exterior to the construction area, without passing through occupied area, unless coordinated with the owner in advance.

1.6 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.

1.7 ALLOWANCES

- A. Include in the contract for construction, a stipulated sum of **five thousand (\$5,000.00) dollars** for use upon the Owner's instruction as a contingency allowance for incidental work not covered under the contract.

END OF SECTION

SECTION 010390 - COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Pre-installation meetings.

1.2 RELATED SECTIONS

- A. Division 1 - Project Coordination: Coordination with Owner/Architect.

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.

1.4 PRECONSTRUCTION MEETING

- A. Owner/Architect will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Architect and Prime Contractor.
- C. Agenda:
 - 1. Review Scope of Work.
 - 2. Designation of personnel representing the parties in Contract and the Architect.
 - 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 4. Scheduling.

1.5 PRE-INSTALLATION MEETING

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section. Mock-up/samples are to be finished prior to meeting.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect one (1) day in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation and installation procedures.
 - 2. Review coordination with related work.
 - 3. Review mock-up/samples.

END OF SECTION

SECTION 013000 - SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedures.
- B. Schedule of Values.
- C. Product Data.
- D. Manufacturer's Instructions.
- E. Shop Drawings.
- F. Coordination of Submittals.

1.2 PROCEDURES

- A. Deliver submittals to Architect at address listed on cover of Project Manual.
- B. After Architect/Owner review of submittal, revise and resubmit as required, identifying changes made since previous submittal.

1.3 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703.

1.4 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturer's standard data to provide information unique to the Work.
- B. Submit the number of copies which Contractor requires, plus two copies which will be retained by Architect.
- C. Submit Material Safety Data Sheets on all chemicals to be used on the project in triplicate to the Owner prior to using any chemicals on this project.

1.5 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for product data.

1.6 SHOP DRAWINGS

- A. Submit the number of opaque reproductions which Contractor requires, plus two copies which will be retained by Architect.

1.7 COORDINATION OF SUBMITTALS

- A. Schedule of Submittals:
 - 1. Prepare and submit for approval a schedule showing the required dates of all required submittals.
 - 2. Organize the schedule by the applicable specification section number.
 - 3. Submit Schedule of Submittals within ten (10) days after "Notice to Proceed".
 - 4. Revise and resubmit the schedule for approval when requested.

SECTION 013000 - SUBMITTALS

- B. Contractor Review: Contractor to sign each copy of each submittal certifying compliance with the requirements of the contract document.
- C. Notify the architect, in writing and at time of submittal, of all points upon which the submittal does not conform to the requirements of the contract documents, if any.
- D. Submittals will be accepted from the contractor ONLY. Submittals received from other entities will be returned without review or action.

END OF SECTION

SECTION 014000 – QUALITY CONTROL

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Manufacturer's Certification.

1.2 QUALITY CONTROL - GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.3 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.4 MANUFACTURER'S INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

1.5 MANUFACTURERS' CERTIFICATES

- A. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

END OF SECTION

SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Temporary Utilities: Electricity, water, and sanitary facilities.
- B. Temporary Controls: Barriers and protection of the work.
- C. Construction Facilities: Progress cleaning.
- D. Security.
- E. Employee Facilities.

1.2 RELATED SECTIONS

- A. Section 017000 - Contract Closeout: Final Cleaning.

1.3 ENUMERATION OF TEMPORARY FACILITIES AND SERVICES

- A. General Construction Work Contractor shall provide and pay for the following:
 - 1. Dust control services.
 - 2. Existing property protection.
 - 3. Public protective facilities required by law.
 - 4. Waste disposal service.

1.4 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Contractor to provide secure storage for all materials and equipment when on site.

1.5 PROTECTION OF INSTALLED WORK

- A. Protect installed work and project special protection where specified in individual specification Sections.

1.6 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site periodically. Use of Owner's dumpsters and containers will not be permitted.

SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 2 PRODUCTS

2.1 TEMPORARY ELECTRICITY

- A. Utilities:
 - 1. Electric:
 - a. Obtain electric from existing building.
 - b. Provide required cords, equipment, etc.
 - 2. Water:
 - a. Obtain from existing building.

2.3 EMPLOYEE FACILITIES

- A. Toilet Facilities:
 - 1. School Toilet Facilities are not to be used unless it is approved by Owner.
- B. Parking Facilities: Parking areas for all construction employees.
 - 1. Use designated areas identified by Owner.

END OF SECTION

SECTION 016000 - MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Product List.
- F. Substitutions.

1.2 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

1.3 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.4 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.
- C. Products Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications: No options, no substitutions allowed.

SECTION 016000 - MATERIAL AND EQUIPMENT

- D. Products Specified by Naming Only One Manufacturer: No options, no substitutions allowed.

1.6 PRODUCTS LIST

- A. Within 7 days after date of Owner-Contractor Agreement, submit a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.7 SUBSTITUTIONS

- A. Only within 7 days after date of Owner-Contractor Agreement will Architect consider requests from Contractor for substitutions. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of Contractor.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes which may be required for Work to be complete in all respects.
 - 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- E. Architect/Engineer will determine acceptability of proposed substitution and will notify Contractor of acceptance or rejection in writing within a reasonable time.
- F. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.

END OF SECTION

SECTION 017000 - CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Maintenance Materials.
- D. Project Record Documents.

1.2 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute prior to final inspection.
- B. Clean surfaces exposed to view; remove stains and foreign substances.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.
- D. Clean site, sweep paved areas, rake clean all other surfaces affected by work.

1.4 MAINTENANCE MATERIALS

- A. Provide products and maintenance materials in quantities specified in each Section, in addition to that used for construction of Work.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data and samples.
- B. Store Record Documents separate from those used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual

SECTION 017000 - CONTRACT CLOSEOUT

construction including:

1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Field changes of dimension and detail.
 4. Details not on original Contract Drawings.
- F. Delete Architect title block from all documents.
- G. Submit documents to Architect with claim for final Application for Payment.
- H. Submit as-built drawings for all trades; Two (2) copies.
- I. Keep documents current; do not permanently conceal any work until required information has been recorded.
- J. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

END OF SECTION

SECTION 024119 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 INFORMATIONAL SUBMITTALS

- A. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

SECTION 024119 – SELECTIVE DEMOLITION

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the following items:
 - a. Furniture
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

- A. Notify warrantor on completion of selective demolition and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

SECTION 024119 – SELECTIVE DEMOLITION

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

SECTION 024119 – SELECTIVE DEMOLITION

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.

SECTION 024119 – SELECTIVE DEMOLITION

- D. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings."

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

- B. Burning: Do not burn demolished materials.

SECTION 024119 – SELECTIVE DEMOLITION

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 062023 – INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior trim, including non-fire-rated interior door frames.
 - 2. Pass-Through window.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's 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. For exposed lumber, mark grade stamp on end or back of each piece.
- B. Softwood Plywood: DOC PS 1.
- C. Hardboard: ANSI A135.4.

2.2 INTERIOR TRIM

- A. Lumber Trim for Opaque Finish (Painted Finish):
 - 1. Maximum Moisture Content for softwoods: 15 percent.
 - 2. Maximum Moisture Content for Hardwoods: 9 percent.
 - 3. Finger Jointing: Allowed.
 - 4. Face Surface: Surfaced (smooth)
 - 5. Optional Material: Primed MDF of same actual dimensions as lumber indicated may be used in lieu of lumber.
- B. Moldings for Opaque Finish (Painted Finish): Made to patterns included in MMPA's "WM/Series Softwood Moulding Patterns."
 - 1. Softwood Moldings: MMPA WM 4, P grade.
 - a. Maximum Moisture Content: 15 percent with at least 85 percent of shipment at 12 percent or less.

SECTION 062023 – INTERIOR FINISH CARPENTRY

2. Hardwood Moldings: MMPA WM 4, P-grade.
 - a. Maximum Moisture Content: 9 percent.
3. Finger Jointing: Allowed.
4. Optional Material: Primed MDF.
5. Base Pattern: Match existing.
6. Casing Pattern: Match existing.
7. Chair-Rail Pattern: Match existing.

2.3 PASS-THROUGH WINDOW

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Total Security Solutions or a comparable product.
 1. Glazing: UL rated level 3 bullet resistant glazing.
 2. Framing: UL rated level 3 aluminum two-piece channel.
 3. Voice Port: TSS-MK1 talk-through; 6" diameter; stainless steel.
 4. Tray: Recessed welded stainless steel; 10" x 16" nominal.

2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.
- B. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use.
- C. Multipurpose Construction Adhesive: Formulation, complying with ASTM D3498, that is recommended for indicated use by adhesive manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours.

3.2 INSTALLATION, GENERAL

- A. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials.
 1. Use concealed shims where necessary for alignment.
 2. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.

SECTION 062023 – INTERIOR FINISH CARPENTRY

3. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
4. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining interior finish carpentry with 1/32-inch (0.8-mm) maximum offset for flush installation and 1/16-inch (1.5-mm) maximum offset for reveal installation.
5. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

3.3 INSTALLATION OF STANDING AND RUNNING TRIM

- A. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available.
 1. Do not use pieces less than 24 inches (610 mm) long, except where necessary.
 2. Stagger joints in adjacent and related standing and running trim.
 3. Miter at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint.
 4. Use scarf joints for end-to-end joints.
 5. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.
 6. Install trim after gypsum-board joint finishing operations are completed.
 7. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting.
 8. Fasten to prevent movement or warping.
 9. Countersink fastener heads on exposed carpentry work and fill holes.

END OF SECTION

SECTION 064100 - CUSTOM CASEWORK

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. Custom Fabricated Plastic Laminate Cabinetry.
 - 2. Cabinet Hardware.

1.3 REFERENCES

- A. AWI – Quality Standards
- B. FS MMM-A-130 - Adhesive, Contact.
- C. National Electric Manufacturers Association (NEMA) LD3 - High Pressure Decorative Laminates.
- D. PS 1 - Construction and Industrial Plywood.
- E. PS 20 - American Softwood Lumber Standard.
- F. APA - American Plywood Association.

1.4 SUBMITTALS

- A. Submit under provisions of Division 1 – General Requirements.
- B. Shop Drawings: Indicate materials, component profiles and elevations, assembly methods, joint details, fastening methods, accessory listings, hardware location, and schedule of finishes.
- C. Samples: Submit two 4 x 4 inch size samples, illustrating cabinet, counter and sill finish color.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with AWI Premium quality.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products to site under provisions of Division 1 - General Requirements.

SECTION 064100 - CUSTOM CASEWORK

1.7 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on shop drawings.

1.8 COORDINATION

- A. Coordinate work under provisions of Division 1 - General Requirements.
- B. Coordinate the work with plumbing and electrical rough-in.

PART 2 - PRODUCTS

2.1 CASEWORK MATERIALS AND MISCELLANEOUS ACCESSORIES

- A. Wood Particleboard: #45 per AWI standard, composed of wood chips, medium density, made with high waterproof resin binders of grade to suit application; sanded faces, located as follows:

2.2 MANUFACTURERS - PLASTIC LAMINATE

- A. Wilsonart.
- B. Substitutions: Under provisions of Division 1 - General Requirements.

2.3 LAMINATE MATERIAL – CASEWORK

- A. Plastic Laminate: NEMA LD 3-1985, GP 50 Grade, .050-inch thick, General Purpose quality; All doors, drawers, etc. Color, pattern, and surface texture as selected by Architect. Assume 2 possible color selections.
- B. Plastic Laminate Backing Sheet: LD 3 BK-20; .020-inch-thick Backing Sheet grade, smooth surface finish, undecorated plastic laminate (all concealed locations).
- C. Cabinet Liner: CL 20 grade, .020 inch thick, all interior casework surfaces.

2.4 ACCESSORIES

- A. Adhesive: FS MMM-A-130 contact adhesive, Type recommended by AWI and laminate manufacturer to suit application.
- B. Fasteners: Size and type to suit application.
- C. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; finish in concealed locations and finish in exposed locations.
- D. Edging: 3mm PVC.
- E. Concealed Joint Fasteners: Threaded steel.

SECTION 064100 - CUSTOM CASEWORK

2.5 HARDWARE

- A. Shelf Standards: Stanley #1805 aluminum mortise mounted; size as appropriate per application.
- B. Shelf Clips: Stanley CD1806 steel, bright zinc plated.
- C. Drawer Slides: Blum BS426A (full extension), size as required.
- D. Hinges: 5 Knuckle, institutional type, wrought steel, powder coated, 2 per door under 36" high, 3 per door over 36" high., quantity per door as recommended by manufacturer.
- E. Pulls: Stanley 4484, US26D; 4" wire pull. Color to be selected by Architect.
- F. Door Catches: 2, Top and bottom.

2.6 FABRICATION

- A. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.
- B. Cap exposed plastic laminate finish edges with material of same finish and pattern.
- C. Door and Drawer Fronts: 3/4 inch thick; overlay style.
- D. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- E. Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arrises. Locate counter butt joints minimum 2 feet from sink cut-outs.
- F. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.
- G. Provide cut-outs for plumbing fixtures, fixtures and fittings. Verify locations of cut-outs from on-site dimensions. Seal contact surfaces of cut edges.
- H. All plastic laminate countertops to have 1-1/2" edge unless noted.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify adequacy of backing and support framing.

3.2 INSTALLATION

- A. Set and secure casework in place; rigid, plumb, and level.
- B. Use fixture attachments in concealed locations for wall mounted components.
- C. Use concealed joint fasteners to align and secure adjoining cabinet units and counter tops.

SECTION 064100 - CUSTOM CASEWORK

- D. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim for this purpose.
- E. Secure cabinet and counter bases to floor using appropriate angles and anchorages.

3.3 ADJUSTING

- A. Adjust work under provisions of Division 1 – General Requirements.
- B. Adjust moving or operating parts to function smoothly and correctly.

3.4 CLEANING

- A. Clean work under provisions of Division 1 – General Requirements.
- B. Clean casework, counters, shelves, hardware, fittings and fixtures.

END OF SECTION

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. Millwork counter tops with sinks and cove backsplashes.
- B. Related Sections
 - 1. Division 06 Section – Custom Casework.

1.3 REFERENCES

- A. Definitions:
 - 1. Solid Surface: Non-porous, homogeneous material maintaining the same composition throughout the part with a composition of acrylic polymer, aluminum trihydrate filler and pigment.
- B. Reference Standards:
 - 1. ANSI/NPA A208.2-09 - Medium Density Fiberboard (MDF) For Interior Applications
 - 2. ASTM C920-14a - Standard Specification for Elastomeric Joint Sealants
 - 3. ASTM D638-10 - Standard Test Method for Tensile Properties of Plastics
 - 4. ASTM D785-08 - Standard Test Method for Rockwell Hardness of Plastics and Electrical Insulating Materials
 - 5. ASTM D790-10 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - 6. ASTM D5420-10 - Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact)
 - 7. ASTM E84-14 - Standard Test Method for Surface Burning Characteristics of Building Materials
 - 8. ASTM E228-11 - Standard Test Method for Linear Thermal Expansion of Solid Materials with a Push-Rod Dilatometer
 - 9. ASTM G21-13 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi
 - 10. ASTM G22-76(96) - Standard Practice for Determining Resistance of Plastics to Bacteria
 - 11. ASTM G155-13 - Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials
 - 12. CSA B45.5-11/
IAPMO Z124-2011 - Plastic Plumbing Fixtures
 - 13. NFPA 255-06 - Standard Method of Test of Surface Burning Characteristics of Building Materials
 - 14. NSF/ANSI 51-07 - Food Equipment Materials
 - 15. SCAQMD Rule 1168 - Adhesive and Sealant Applications (amended January 2005)
 - 16. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials

SECTION 066116 – SOLID SURFACING FABRICATIONS

17. UL Environment/ - Standard for Chemical Emissions for Building Materials, GREENGUARD - Finishes and Furnishings, Section 7.1
UL 2818
18. UL Environment/ - Gold Standard for Chemical Emissions for Building Materials, GREENGUARD - Finishes and Furnishings, Section 7.1 and 7.2
UL 2818
19. UL 2824 - GREENGUARD Certification Program, Method for Measuring
20. Microbial Resistance from Various Sources Using Static
21. Environmental Chambers

1.4 SUBMITTALS

- A. Product Data: Indicate Product description including solid surface sheets, sinks, bowls and illustrating full range of standard colors, fabrication information and compliance with specified performance requirements. Submit Product data with resistance to list of chemicals.
- B. Shop Drawings: Submit Shop Drawings for work of this Section in accordance with Section 01 30 00. Indicate plans, sections, dimensions, component sizes, edge details, thermosetting requirements, fabrication details, attachment provisions, sizes of furring, blocking, including concealed blocking and coordination requirements with adjacent work. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets, soap dispensers, waste receptacles and other items installed in solid surface.
- C. Coordination Drawings: Submit coordination drawings indicating plumbing and miscellaneous steel work indicating locations of wall rated or non-rated, blocking requirements, locations and recessed wall items and similar items.
- D. Samples: Submit samples in accordance with Section 01 30 00. Submit minimum 6" x 6" samples. Cut sample and seam together for representation of inconspicuous seam. Indicate full range of color and pattern variation. Approved samples will be retained as standards for work.

1.5 CLOSEOUT SUBMITTALS

- A. Operational and Maintenance Data:
 1. Submit manufacturer's care and maintenance data, including repair and cleaning instructions. Include in Project closeout documents.
 2. Provide a commercial care and maintenance kit and video. Review maintenance procedures and warranty details with Owner upon completion.

1.6 QUALITY ASSURANCE

- A. Qualifications:
 1. Installers: Provide work of this Section executed by competent installers with minimum 5 years experience in the application of Products, systems and assemblies specified and with approval and training of the Product manufacturers.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance Requirements: Deliver no components to Project site until areas are ready for installation.

SECTION 066116 – SOLID SURFACING FABRICATIONS

- B. Storage and Handling Requirements:
 - 1. Store components indoors prior to installation.
 - 2. Handle materials to prevent damage to finished surfaces.

1.8 WARRANTY

- A. Manufacturer Warranty: Provide manufacturer’s standard warranty for material only for period of 10 years against defects and/or deficiencies in accordance with General Conditions of the Contract. Promptly correct any defects or deficiencies which become apparent within warranty period, to satisfaction of Architect and at no expense to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer List: Products of following manufacturers are acceptable subject to conformance to requirements of Drawings, Schedules and Specifications:
 - 1. Corian® by DuPont; www.corian.com
 - 2. Samsung Chemical USA; www.staron.com
 - 3. Wilsonart Contract; www.wilsonartcontract.com
- B. Substitution Limitations: This Specification is based on Corian® Products. Comparable Products from manufacturers listed herein will be accepted provided they meet requirements of this Specification.

2.2 MATERIALS

- A. Performance Design Criteria:

Tensile Strength	6000 psi min	ASTM D638
Tensile Modulus	1.5 x 10 ⁶ psi min	ASTM D638
Tensile Elongation	0.4% min.	ASTM D638
Flexural Strength	10000 psi min	ASTM D790
Flexural Modulus	1.2 x 10 ⁶ psi min	ASTM D790
Hardness	>85-Rockwell "M" scale min.	ASTM D785
Thermal Expansion	2.2 x 10 ⁻⁵ in./in./°F	ASTM E228
Fungi and Bacteria	Does not support microbial growth	ASTM G21 & G22
Microbial Resistance	Highly resistant to mold growth	UL 2824

SECTION 066116 – SOLID SURFACING FABRICATIONS

Ball Impact	No fracture - 1/2 lb. Ball: 6 mm slab - 36" drop 12 mm slab - 144" drop		NEMA LD 3, Method 3.8
Weatherability	ΔE*94<5 in 1,000 hrs		ASTM G155
Flammability			ASTM E84, NFPA 255 & UL 723
	6mm	12mm	All Colors
Flame Spread	<25	<25	
Smoke Developed	<25	<25	
Class	A	A	NFPA 101®, Life Safety Code

- B. Solid Surface Material: 1/2" thick. Color to be selected by Architect.
- C. Non-porous, homogeneous material maintaining the same composition throughout the part with a composition of acrylic polymer, aluminum trihydrate filler and pigment; not coated, laminated or of composite construction; meeting following criteria:
- D. Flammability: Class 1 and A when tested to UL 723.
- E. Adhesive for Bonding to Other Products: One component silicone to ASTM C920.
- F. Sealant: A standard mildew-resistant, FDA/UL® recognized silicone color matched sealant or clear silicone sealants.
- G. Sink/Bowl Mounting Hardware: Manufacturer's approved bowl clips, brass inserts and fasteners for attachment of undermount sinks/bowls.

2.3 COMPONENTS

- A. Counter Perimeter Frame: Ensure 1/2" thick, moisture resistant cores for counter tops in wet areas having sinks or lavatories are 3/4" thick exterior grade plywood with waterproof adhesive, Fir or Poplar plywood, veneer core only.
- B. Fabrication:
 1. Fabricate components in shop to greatest extent practical to sizes and shapes indicated, in accordance with approved Shop Drawings and solid polymer manufacturer requirements. Form joints between components using manufacturer's standard joint adhesive without conspicuous joints. Provide factory cutouts for plumbing fittings and bath accessories as indicated on Drawings.
 2. Where indicated, thermoform corners and edges or other objects to shapes and sizes indicated on Drawings, prior to seaming and joining. Cut components larger than finished dimensions and sand edges to remove nicks and scratches. Heat entire component uniformly prior to forming.
 3. Ensure no blistering, whitening and cracking of components during forming.

SECTION 066116 – SOLID SURFACING FABRICATIONS

4. Fabricate backsplashes from solid surfacing material with optional radius cove where counter and backsplashes meet as indicated on Drawings. Backsplashes for most colors may be fabricated by traditional means discussed in K-25294 Backsplashes. Colors with metallic/mica particle or veined colors creating directional aesthetics (K-26833 Directional Aesthetics) may require the techniques in Technical Bulletin K-28235 Thermoformed Backsplash.
5. Fabricate joints between components using manufacturer's standard joint adhesive. Ensure joints are inconspicuous in appearance and without voids. Attach 50 mm (2") wide reinforcing strip of solid polymer material under each joint. Reinforcing strip of solid polymer material is not required when using DuPont™ Joint Adhesive 2.0.
6. Provide holes and cutouts for plumbing and bath accessories as indicated on Drawings.
7. Rout and finish component edges to a smooth, uniform finish. Rout cutouts, then sand edges smooth. Repair or reject defective or inaccurate work.
8. Finish: Ensure surfaces have uniform finish:
 - a. Matte, with a 60° gloss rating of 5 - 20.
9. Fabrication Tolerances:
 - a. Variation in Component Size: +/-1/8".
 - b. Location of Openings: +/-1/8" from indicated location.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions:
 1. Examine substrates and conditions, with fabricator present for compliance with requirements for installation tolerances and other conditions affecting performance of work. Proceed with installation only after unsatisfactory conditions have been corrected.
 2. Verify actual site dimensions and location of adjacent materials prior to commencing work.
 3. Examine cabinets upon which counter tops are to be installed. Verify cabinets are level to within 1/8" in 10' - 0".
 4. Notify Architect in writing of any conditions which would be detrimental to installation.
- B. Evaluation and Assessment: Commencement of work implies acceptance of previously completed work.

3.2 INSTALLATION

- A. Install components plumb, level, rigid, scribed to adjacent finishes in accordance with reviewed Shop Drawings and Product installation details.
- B. Fabricate field joints using manufacturer's recommended adhesive, with joints being inconspicuous in finished work. Exposed joints/seams are not permitted. Keep components and hands clean when making joints. Reinforce field joints as specified herein. Cut and finish component edges with clean, sharp returns.
- C. Route radii and contours to template. Anchor securely to base component or other supports. Align adjacent components and form seams to comply with manufacturer's written recommendations using adhesive in color to match work. Carefully dress joints smooth, remove surface scratches and clean entire surface.
- D. Install countertops with no more than 1/8" sag, bow or other variation from a straight line.

SECTION 066116 – SOLID SURFACING FABRICATIONS

- E. Adhere undermount/submount/bevel mount sinks/bowls to countertops using manufacturer's recommended adhesive and mounting hardware.
- F. Seal between wall and components with joint sealant as specified herein and in Section 07 92 00, as applicable.
- G. Provide backsplashes and end splashes as indicated on Drawings. Adhere to countertops using a standard color-coordinated silicone sealant. Adhere applied sidesplashes to countertops using a standard color-matched silicone sealant. Provide covered backsplashes and sidesplashes at walls and adjacent millwork. Fabricate radius cove at intersection of counters with backsplashes to dimensions shown on reviewed Shop Drawings. Adhere to countertops using manufacturer's standard color-coordinated joint adhesive.
- H. Keep components and hands clean during installation. Remove adhesives, sealants and other stains. Ensure components are clean on date of Substantial Completion of the Work.
- I. Coordinate connections of plumbing fixtures with Division 22 Mechanical. Make plumbing connections to sinks in accordance with Division 22 Mechanical.

3.3 REPAIR

- A. Repair minor imperfections and cracked seams and replace areas of severely damaged surfaces in accordance with manufacturer's "Technical Bulletins".

3.4 SITE QUALITY CONTROL

- A. Non-Conforming Work: Replace damaged work which cannot be satisfactorily repaired, restored or cleaned, to satisfaction of Architect at no cost to Owner.

3.5 CLEANING

- A. Clean work under provisions of Division 1 – General Requirements.
- B. Clean surfaces in accordance with manufacturer's "Care and Maintenance Instructions".

3.6 PROTECTION

- A. Provide protective coverings to prevent physical damage or staining following installation for duration of Project.
- B. Protect surfaces from damage until date of Substantial Completion of the Work.

END OF SECTION

SECTION 080671 – DOOR HARDWARE SCHEDULE

- 1. MK - McKinney
- 2. YR - Yale Residential
- 3. AD - Adams Rite
- 4. HS - HES
- 5. NO - Norton
- 6. RO - Rockwood
- 7. SA - SARGENT
- 8. SU - Securitron

Hardware Sets

Set: 1.0

Doors: EX1

1 Existing Mortise Exit Device	Existing to remain		AD
1 SMART Pac Bridge Rectifier	2005M3		HS ⚡
1 Electric Strike	7100/ 7101 as required.	628	AD ⚡

Notes: CARD READER BY SECURITY VENDOR. PRESENTING AUTHORIZED CREDENTIAL TO CARD READER WILL UNLOCK ELECTRIC STRIKE ALLOWING ACCESS. FREE EGRESS BY LEVER. POWER SUPPLY SHARED WITH DOOR 01.

REUSE REMAINDER OF EXISTING HARDWARE. DOOR AND FRAME IS EXISTING. VERIFY LOCKSET/ EXIT TYPE. VERIFY HINGES AND EXISTING HARDWARE IS IN GOOD CONDITION AND INSTALLED CORRECTLY.

Set: 2.0

Doors: 01

3 Hinge, Full Mortise	TA2714xNRP	US26D	MK
1 Storeroom Lock	79 MO MK	626	YR
1 SMART Pac Bridge Rectifier	2005M3		HS ⚡
1 Electric Strike	5000C-LBM	630	HS ⚡
1 Surface Closer	CLP8501 (brackets and drop plate as required)	689	NO
1 Kick Plate	K1050 10" high BEV CSK	US32D	RO
3 Silencer	608		RO

SECTION 080671 – DOOR HARDWARE SCHEDULE

1 Wiring Diagram	WD-SYSPK (Elevations and Point to Point)		SA
1 Power Supply w/ Distribution Board	AQL4-R8E1		SU ⚡

Set: 3.0

Doors: EX2

1 SMART Pac Bridge Rectifier	2005M3		HS ⚡
1 Electric Strike	5000C-LBM	630	HS ⚡
1 Surface Closer	CLP8501 (brackets and drop plate as required)	689	NO

Notes: CARD READER BY SECURITY VENDOR. PRESENTING AUTHORIZED CREDENTIAL TO CARD READER WILL UNLOCK ELECTRIC STRIKE ALLOWING ACCESS. FREE EGRESS BY LEVER. POWER SUPPLY SHARED WITH DOOR 01.

REUSE REMAINDER OF EXISTING HARDWARE. DOOR AND FRAME IS EXISTING. VERIFY LOCKSET/ EXIT TYPE. VERIFY HINGES AND EXISTING HARDWARE IS IN GOOD CONDITION AND INSTALLED CORRECTLY.

END OF SECTION 080671

SECTION 092900 – GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Interior gypsum board.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Gypsum wallboard.
2. Interior trim.
3. Joint treatment materials.
4. Acoustical sealant.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

- ##### A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

A. Gypsum Wallboard: ASTM C1396/C1396M.

1. Basis-of-Design Product: Subject to compliance with requirements, provide USG Corporation; USG Sheetrock® Brand Gypsum Panels or a comparable product by one of the following:
 - a. American Gypsum.
 - b. CertainTeed Corporation.
 - c. Continental Building Products, LLC.
 - d. Georgia-Pacific Building Products.
 - e. National Gypsum Company.
 - f. PABCO Gypsum.
 - g. Temple-Inland Building Products by Georgia-Pacific.
2. Thickness: 1/2 inch (12.7 mm).
3. Long Edges: Tapered.
- 4.

2.3 TRIM ACCESSORIES

- ##### A. Interior Trim: ASTM C1047.

SECTION 092900 – GYPSUM BOARD

1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 3. Fill Coat: For second coat, use drying-type, all-purpose compound.
 4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.5 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
- C. Sound-Attenuation Blankets: ASTM C665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

PART 3 - EXECUTION

3.1 INSTALLATION AND FINISHING OF PANELS

- A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- B. Comply with ASTM C840.

SECTION 092900 – GYPSUM BOARD

- C. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- D. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- E. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- F. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 2: Not used.
 - 3. Level 3: Not used.
 - 4. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

3.2 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION

SECTION 095123 – ACOUSTICAL TILE CEILINGS

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. Suspended metal grid ceiling system and perimeter trim.
 - 2. Acoustical tile.
- B. System Description: Suspension system to rigidly secure acoustical ceiling system including integral mechanical and electrical components with maximum deflection of 1/360.

1.3 REFERENCES

- A. ASTM C635 - Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C636 - Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
- C. ASTM E1264 - Classification of Acoustical Ceiling Products.
- D. Ceilings and Interior Systems Contractors Association (CISCA) - Acoustical Ceilings: Use and Practice.

1.4 SUBMITTALS

- A. Submit under provisions of Division 1 - General Requirements.
- B. Product Data: Provide data on metal grid system components and acoustical units.
- C. Samples: Submit two samples full size illustrating material and finish of acoustical units.
- D. Samples: Submit two samples each, of suspension system main runner, cross runner, and edge trim.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.5 QUALIFICATIONS

- A. Grid Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

SECTION 095123 – ACOUSTICAL TILE CEILINGS

- B. Acoustical Unit Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for combustibility requirements for materials.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Maintain uniform temperature of minimum 60 degrees F and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

1.8 SEQUENCING

- A. Sequence work under the provisions of Division 1 - General Requirements.
- B. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- C. Install acoustical units after interior wet work is dry.

1.9 EXTRA MATERIALS

- A. Furnish under provisions of Division 1 - General Requirements.
- B. Provide two unopened boxes of each tile to Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Armstrong Contract Interiors
- B. Substitutions: Under provisions of Division 1 - General Requirements.

2.2 SUSPENSION SYSTEM MATERIALS

- A. Non-fire Rated Grid: ASTM C635, intermediate duty; exposed T; components die cut and interlocking; hot dipped galvanized. Product: Prelude 15/16" T-bar grid suspension system.
- B. Grid Finish: Prelude 15/16" Grid – White.
- C. Accessories: Stabilizer bars, hold-down clips, splices, edge and moldings required for suspended grid system.
- D. Support Channels and Hangers: Hot dipped galvanized; size and type to suit application and ceiling system flatness requirement specified.

SECTION 095123 – ACOUSTICAL TILE CEILINGS

2.3 ACOUSTICAL UNIT MATERIALS

- A. Acoustical Tile - Armstrong Angled Tegular Dune; conforming to the following:
 - 1. Size: 24 x 24 inches.
 - 2. Thickness: 5/8 inch.
 - 3. Composition: Wet-formed mineral fiber.
 - 4. NRC Range: .50-.60
 - 5. CAC Range: 35
 - 6. Edge Detail: Angled tegular lay-in.
 - 7. Surface Burning Characteristics: Flame spread 25 or under.
 - 8. Grid: 15/16 inch.
 - 9. Color: White.
 - 10. Factory applied vinyl latex paint.
 - 11. Humidity Resistance: Humiguard Plus.

2.4 ACCESSORIES

- A. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site conditions under provisions of Division 1 - General Requirements.
- B. Verify that layout of hangers will not interfere with other work.

3.2 INSTALLATION - LAY-IN GRID SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C636 and manufacturer's instructions and as supplemented in this section.
- B. Install system capable of supporting imposed loads to a deflection of 1/360 maximum.
- C. Locate system on room axis according to reflected ceiling plan.
- D. Install after major above ceiling work is complete. Coordinate the location of hangers with other work.
- E. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- H. Do not eccentrically load system or produce rotation of runners.

SECTION 095123 – ACOUSTICAL TILE CEILINGS

- I. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths. Miter corners. Provide edge moldings at junctions with other interruptions.

3.3 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Lay directional patterned units one way with pattern parallel to room axis. Fit border trim neatly against abutting surfaces.
- D. Install units after above ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp and dents.
- F. Cut tile to fit irregular grid and perimeter edge trim. Field rabbet tile edge. Double cut and field paint exposed edges of tegular units.

3.4 ERECTION TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees

END OF SECTION

SECTION 096513 – RESILIENT BASE AND ACCESSORIES

1.1 SUMMARY

A. Section Includes:

1. Vinyl base.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 VINYL BASE

A. Basis-of-Design Product: Subject to compliance with requirements, provide Roppe Corporation; Roppe Holding Company; Vinyl Wall Base or comparable product by one of the following:

1. Burke Mercer Flooring Products; a division of Burke Industries Inc.
2. Johnsonite; a Tarkett company.

B. Product Standard: ASTM F1861, Type TV (vinyl, thermoplastic).

1. Group: I (solid, homogeneous).
2. Style and Location:
 - a. Style A, Straight: Provide in areas with carpet.
 - b. Style B, Cove: Provide in areas with resilient floor coverings.

C. Minimum Thickness: 0.125 inch (3.2 mm).

D. Height: 4 inches (102 mm).

E. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

F. Outside Corners: Job formed or preformed.

G. Inside Corners: Job formed or preformed.

H. Colors and Patterns: As indicated by manufacturer's designations.

SECTION 096513 – RESILIENT BASE AND ACCESSORIES

2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until materials are the same temperature as space where they are to be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.2 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer'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 practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere 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. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

SECTION 096513 – RESILIENT BASE AND ACCESSORIES

- a. Form without producing discoloration (whitening) at bends.
2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
 - a. Miter or cope corners to minimize open joints.

3.3 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION

SECTION 096813 – CARPET TILE

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. Carpet tile placed with glue-down method and accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
 - 2. Include installation recommendations for each type of substrate.
- B. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
 - 1. Carpet Tile: Full-size Sample.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104.

1.6 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.

SECTION 096813 – CARPET TILE

- C. Do not install carpet over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.

PART 2 - PRODUCTS

2.1 CARPET TILE

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Patcraft, Gradient Form.
 - 2. Substitutions: Under provisions of Division 1 - General Requirements
- B. Color: As selected by Architect from manufacturer's full range.
- C. Size: 24 by 24 inches.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, non-staining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.
 - 1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Metal Edge/Transition Strips: Extruded aluminum with mill finish of profile and width shown, of height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
 - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
 - 2. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.

SECTION 096813 – CARPET TILE

3.2 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer.
- C. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- D. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- F. Stagger joints of carpet tiles so carpet tile grid is offset from access flooring panel grid. Do not fill seams of access flooring panels with carpet adhesive; keep seams free of adhesive.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

SECTION 096813 – CARPET TILE

END OF SECTION

SECTION 099000 – PAINTS AND COATINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Surface preparation and field application of paints and coatings.
- B. Related Sections:
 - 1. Division 06 Section – Interior Finish Carpentry
 - 2. Division 09 Section – Gypsum Board

1.2 REFERENCES

- A. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. Conform to ASTM D16 for interpretation of terms used in this Section.

1.3 SUBMITTALS

- A. Product Data: Provide data on all finishing products and special coatings.
- B. Samples: Submit samples illustrating range of colors and textures available for each surface finishing product scheduled.
- C. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- D. Manufacturer's Safety Data Sheet (MSDS) for each product used. Retain Sections in subparagraphs below that contain requirements Contractor might expect to find in this Section but are specified in other Sections.

1.4 QUALITY ASSURANCE

- A. Single Source
 - 1. Provide primers and other undercoat paints produced by same manufacturer as finish coats for each application.
 - 2. Use only thinners approved by paint manufacturer and use only with recommended limits.
- B. Coordination of Work
 - 1. Review other sections of these Specifications in which prime paints are to be provided, to ensure compatibility of total coatings system.
 - 2. Upon request from other trades, furnish information or characteristics of proposed finish materials, to ensure that compatible prime coats are used.
- C. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Applicator: Company specializing in performing the work of this section with minimum years documented experience and where applicable, approved by manufacturer.

SECTION 099000 – PAINTS AND COATINGS

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Ambient temperature range for installation varies among manufacturers. Consult manufacturers for recommendations and revise first paragraph below to suit Project.
- B. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- C. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior, unless required otherwise by manufacturer's instructions.
- E. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- F. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.7 EXTRA MATERIALS

- A. Provide 1 unopened gallon of each color, type, and surface texture to Owner.
- B. Label each container with color, type, texture, and room locations, in addition to the manufacturer's label.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Sherwin Williams
- B. Benjamin Moore
- C. PPG
- D. Or approved equal

SECTION 099000 – PAINTS AND COATINGS

2.2 MATERIALS

- A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.
- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2.3 FINISHES

- A. Refer to schedule at end of section for surface finish schedule.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site conditions.
- B. Verify that surfaces and substrate conditions are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Interior Wood: 15 percent, measured in accordance with ASTM D2016.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Correct defects and clean surfaces which affect work of this section.

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- E. Seal with shellac and seal marks which may bleed through surface finishes.
- F. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- I. Uncoated Steel and Iron Surfaces: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- J. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
- K. Wood Substrates:
 - 1. Sand off all loose paint using 80-100 grit sandpaper.
 - 2. Scrape and clean knots and apply coat of knot sealer before applying primer.
 - 3. Prime all exposed surfaces.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- L. Clean and prepare all surfaces in accordance with manufacturer's written specifications.

3.3 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand wood and metal lightly between coats to achieve required finish.
- F. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.
- G. Allow applied coat to dry before next coat is applied.
- H. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- I. Prime concealed surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.
- J. Prime concealed surfaces of interior and exterior woodwork with primer paint.
- K. Existing/new metal siding must be free of all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar and sealers to assure sound bonding. Glossy surfaces of old paint films must be clean and dull before repainting.

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- L. Check for compatibility by applying a test patch of the recommended coating system, approximately 2-3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If coating system is incompatible, complete removal is required per ASTM D4259. Retain first paragraph below for resilient base with preformed corners; retain second paragraph for resilient base with job-formed corners.

3.4 CLEANING AND PROTECTION

- A. Clean work.
- B. Collect waste material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.5 SCHEDULE - INTERIOR SURFACES

- A. Miscellaneous Wood – Painted:
 - 1. One coat of latex primer sealer: Sherwin Williams: Premium Wall & Wood Primer, B28W111.
 - 2. Two coats of semi-gloss finish: Sherwin Williams: Promar 200 Zero VOC Interior Latex Semi-Gloss B31.2600. Assume two (2) colors.
- B. Steel - Unprimed:
 - 1. One coat of primer: Sherwin Williams: Pro Industrial Procryl Primer, B66-310.
 - 2. Two coats of semi-gloss finish: Sherwin Williams: Pro Industrial HP Acrylic, B66-600. Assume two (2) colors.
- C. Steel - Primed:
 - 1. One coat of primer: Sherwin Williams: Pro Industrial Procryl Primer, B66-310.
 - 2. Two coats of semi-gloss finish: Sherwin Williams: Pro Industrial HP Acrylic, B66-600. Assume two (2) colors.
- D. Gypsum Board:
 - 1. One coat of latex primer sealer, Sherwin Williams: Promar 200 Zero VOC Interior Latex Primer B28-2600.
 - 2. Two coats of eggshell finish, Sherwin Williams: Promar 200 Zero VOC Interior Latex Eg-Shel, B20-2600. Assume three (3) colors.

END OF SECTION