



*Joseph H. Vicari, Freeholder Director*  
*Gary Quinn, Deputy Freeholder Director*  
*Virginia E. Haines, Freeholder*  
*John P. Kelly, Freeholder*  
*Gerry P. Little, Freeholder*

*Carl Block, Administrator*  
*Michael J. Fiure, Director, Management & Budget*  
*Jennifer L. Bowens, Purchasing Agent*  
*Joseph Myers, Buildings & Grounds*

**COUNTY OF OCEAN  
ADMINISTRATION BUILDING  
101 HOOPER AVENUE  
TOMS RIVER, NEW JERSEY 08753**

***BID***

***SPECIFICATIONS***

***FOR***

***PROPOSED NEW SECURITY OFFICE AT  
OCEAN COUNTY PARKING GARAGE  
TOMS RIVER, NJ***

**Bid Opening: June 16, 2020**

**Bid Category: Public Works, Park Equipment, and Construction  
Services - 22**



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3.0 Construction Plans & Notes

See Cover Sheet of Drawings

END OF SECTION



## **INSTRUCTIONS TO BIDDERS**

### 1. All Bids:

- ***WILL BE OPENED PUBLICLY IN THE ADMINISTRATION BUILDING, ROOM 119, 101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY, COMMENCING AT 11:00 A.M., PREVAILING TIME ON THE DATE SPECIFIED IN THE NOTICE TO BIDDERS.***
- ***MUST BE ENCLOSED IN A SEALED ENVELOPE BEARING THE NAME AND ADDRESS OF THE BIDDER, THE NAME OF THE BID AND THE DATE OF BID OPENING.***
- ***WHICH ARE TO BE HAND DELIVERED THE DAY OF THE OPENING MUST BE TAKEN AND PRESENTED TO THE PURCHASING AGENT IN THE ADMINISTRATION BUILDING, ROOM 119, 101 HOOPER AVENUE, TOMS RIVER, NEW JERSEY, AT THE TIME THE BIDS ARE CALLED FOR.***
- ***WHICH ARE TO BE MAILED, MUST BE RECEIVED PRIOR TO 10:30 A.M., PREVAILING TIME ON THE DATE THEY ARE TO BE OPENED, AND SHALL BE MAILED TO THE:***

**CLERK OF THE BOARD OF FREEHOLDERS  
101 HOOPER AVENUE - ROOM 328  
P.O. BOX 2191  
TOMS RIVER, NJ 08754-2191**

- ***THE COUNTY WILL NOT BE RESPONSIBLE FOR LATE MAIL DELIVERIES AND NO BIDS WILL BE ACCEPTED IF RECEIVED AFTER THE TIME STIPULATED IN THE NOTICE TO BIDDERS.***

2. Bidders shall complete and sign all documents included with the bid package. Failure to do so may be cause for rejection. ***Electronic/Stamp Signatures will not be accepted.*** Each bid **MUST** be signed in ink or ballpoint pen by person authorized to do so; photocopies will not be accepted.

Documents may include, but are not limited to:

- Non Collusion Affidavit
- Affirmative Action Questionnaire
- Signature Page
- Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)
- Disclosure of Investment Activities in Iran (Mandatory Document)
- Acknowledgment of Receipt of Addenda or Revisions (If Issued, Mandatory Document)
- Price Schedule (Mandatory Document)
- Any other documents that may be required in the specifications

3. The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.



## **NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that sealed bids for the furnishing and delivery of **Proposed New Security Office at Ocean County Parking Garage, Toms River, NJ** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean at the Administration Building, 101 Hooper Avenue, Toms River, New Jersey, on **Tuesday, June 16, 2020** at 11:00 A.M., prevailing time.

Specifications and plans or any additional information may be obtained at the office of the architect, Yezzi Associates, LLC., 18 Washington Street, Toms River, New Jersey 08753 (732)240-3433 during regular business hours, 9am to 5pm, Monday through Friday upon proper notice and payment of a **non-refundable** fee of \$100.00 per set (cash, certified check or money order). If bidding documents are to be mailed, the Architect must receive a Federal Express, UPS or Express Mail account number for mailing along with complete street address, phone and fax numbers, a \$25.00 handling charge and the \$50.00 per set for the Contract Documents payable to the Architect (cash, certified check or money order) prior to mailing. Specifications are also on file, for viewing purposes only, in the Department of Purchasing, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and P.L. 1997, c.408 (N.J.S.A. 40A:11-16).

Bid Security in the amount of 10% of the total bid shall be supplied in the form of a Certified Check, Cashier's Check or Bid Bond, but not in excess of \$20,000.00.

**Prebid Meeting:** -(if Applicable)-There will be a voluntary Prebid meeting on **Monday, June 1, 2020 at 10:00am** at the Ocean County Parking Garage, 129 Hooper Avenue- Level 3, Toms River, New Jersey. This meeting is not a prerequisite to bidding, but is to aid all contractors to understand the project.

**Project Schedule:** Project to be completed within **120** calendar days of Notice to Proceed. Project to have a Liquidating Damage Clause of \$500.00 per day after date of Contract completion. Project to start on or about **July 15, 2020**.

\***Bid Portal Site** – <http://www.co.ocean.nj.us/ocbidportal.nsf>

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Chosen Freeholders of the County of Ocean.

Signed: **JOSEPH H. VICARI**  
Freeholder Director

**JENNIFER L. BOWENS**  
Purchasing Agent

4. In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
5. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.
6. The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. The coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability shall include the following:

1. Coverage for explosion, collapse or underground hazards.
2. Occurrence basis coverage.
3. Broad form property damage coverage.
4. Coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured.

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

Liability arising out of the ownership, maintenance or use of any auto;

Auto non-ownership and hired car coverage.

Contractor's Worker's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Copies of each insurance certificate shall be furnished to the County when requested.

7. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
8. A Bid Security in the form of a Bond, Cashier's Check or Certified Check, made payable to the County of Ocean in the amount of ten percent (10%) of the total amount of the bid (but not in excess of \$20,000.00) must accompany each proposal as a guarantee which may be forfeited and retained by the County in lieu of its other legal remedies if a successful bidder's proposal is accepted by the County and he shall fail to execute and return to the County the required contract and bonds within twenty-one (21) days after award of the contract by the County.
9. A Performance and Payment Bond in the form of a Certified Check (cash) or Bond, from a surety company authorized to transact business in the State of New Jersey, in the amount of 100% of total bid will be required from the successful bidder, to insure faithful performance of the contract. The Performance Bond and contract must be filed with the County of Ocean within twenty-one (21) days of the award resolution, or the contract will be subject to rescission.
10. Bidders must use the proposal form furnished by the County when submitting their bid.
11. A copy of bidder's and named sub-contractors' New Jersey Business Registration Certificate should be included with the bid. If it is not, it will be required prior to award of the contract.
12. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
13. Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures. The County will not pay interest or late fees regardless of language provided.
14. Contract will be awarded on a lump sum basis.
15. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.
16. Award will be made by Ocean County Board of Chosen Freeholders within sixty (60) days after receipt of bids.
17. Prevailing Wage & Labor Laws. The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at [http://lwd.dol.state.nj.us/labor/forms\\_pdfs/lssc/ocean.pdf](http://lwd.dol.state.nj.us/labor/forms_pdfs/lssc/ocean.pdf).
18. Equal or Tie Bids. The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

19. The County of Ocean is exempt from any State sales tax or Federal excise tax.
20. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.
21. Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.
22. The contract shall be in effect for one (1) year from date of award or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.
23. Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids, the County assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened.
24. Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.
25. All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.
26. Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.
  - All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
  - Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
  - Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.
27. This agreement shall not be assigned without the written consent of the County of Ocean.
28. NJ ONE CALL. By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

29. Special Surety Bid Requirements for Certain Construction Projects. The attention of the bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder's Surety Company shall complete the "Certificate of Surety Company" which bidder shall submit with its bid.

29.1 The form of the security bond and the company shall have the approval of the Owner. The surety company shall have minimum ratings, and a financial size category appropriate to the project size as listed below and as shown in the latest report of Best's Key Rating Guide, Property-Casualty, issued by A.M. Best Company, Oldwick, New Jersey.

<u>Size</u>	<u>Rating</u>	<u>Financial Size</u>
0 to 1 million	A-	IV
1 million to 5 million	A-	VII
5 million to 10 million	A-	VIII
10 million and over	A-	IX

29.2 The Bidder shall provide documentation that the Surety has fulfilled the requirements of N.J.S.A. 2A:44-143. Should the Bidder elect to use a Surety which does not fulfill the minimum Best's Key Rating above or is not rated by the A.M. Best Company, the Bidder must provide documentation, and any information required for the verification of presented documentation, that the surety is rated in one of the three highest categories by an independent, nationally recognized United States rating company in accordance to the "Administrative Procedure Act." The bond shall be maintained in full force for a period of twelve (12) months after the date of final acceptance by the Owner of the work, to guarantee that the Contractor will make good any faults and/or defects in the work arising from improper or defective workmanship or materials which may appear during that period.

30. New Jersey Business Registration Requirements.

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, 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 the State. Any questions

in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

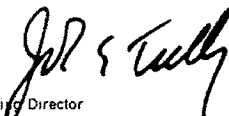
Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

**Please see samples of acceptable Business Registration Certificates Enclosed.**


31. Pay to Play Requirements: Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
32. Close-Out Documentation – Commissioning Review. The general contractor shall schedule a meeting at the job site with his consultants, other prime contractors, the facility user, the County Director of Management and Budget, BUILDINGS AND GROUNDS DEPARTMENT, the Architect and consultants. The purpose of this meeting will be a final review prior to the final certificate of occupancy and close-out of the project (100%). The meeting shall include, but not be limited to, review of all equipment and operation of same, lighting requirements, HVAC equipment, sprinkler systems, period maintenance schedule, manuals, schedules, warranties, etc. This process shall be part of the basic services under the base contract.
33. Statement of Ownership. The provisions of N.J.S.A. 52:25-24.2 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.
34. Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.
35. Pursuant to N.J.S.A. 52:15C-14(d), if the total consideration of the project exceeds \$2 million dollars, relevant records of private vendors or other persons entering into contracts with the Owner are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
36. For further information regarding the specifications contact: Yezzi Associates LLC (732) 240-3433.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	 Acting Director	
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address</small>	

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE BID OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT	
Trade Name:		
Address:	847 ROEBLING AVE TRENTON, NJ 08611	
Certificate Number:	1098907	
Date of Issuance:	October 14, 2004	
For Office Use Only:	20041014112823533	



**BID DOCUMENT CHECKLIST**

**Bid Title:** PROPOSED NEW SECURITY OFFICE AT OCEAN COUNTY PARKING GARGAGE-TOMS RIVER, NJ

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Items Submitted  
(Bidder's Initials)

**A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS MANDATORY CAUSE FOR REJECTION OF BID.**

- Bid guarantee (bid bond or certified/cashier's check) \_\_\_\_\_
- Certificate from a surety company (Consent of Surety) \_\_\_\_\_
- Statement of Ownership (N.J.S.A. 52:25-24.2) \_\_\_\_\_
- Acknowledgment of receipt of addenda or revisions (if issued) \_\_\_\_\_
- Disclosure of Investment Activities in Iran \_\_\_\_\_
- Price Schedule \_\_\_\_\_
- List of Designated Sub-Contractors \_\_\_\_\_

**B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF BID.**

- Non-Collusion Affidavit \_\_\_\_\_
- Affirmative Action Questionnaire \_\_\_\_\_
- Signature Page \_\_\_\_\_
- \_\_\_\_\_ Descriptive Literature and Technical Specifications \_\_\_\_\_
- \_\_\_\_\_ References \_\_\_\_\_
- \_\_\_\_\_ Compliance Responses \_\_\_\_\_
- \_\_\_\_\_ Certification of Available Equipment \_\_\_\_\_
- Contractors Data Sheet \_\_\_\_\_
- One (1) Original and (2) Copy(ies) of Complete Bid Submission \_\_\_\_\_
- \_\_\_\_\_ Other: \_\_\_\_\_

**C. DOCUMENTS REQUESTED TO BE INCLUDED WITH THE BID**

- Copy of Bidder's & Named Sub-Contractors' New Jersey Business Registration Certificate(s) \_\_\_\_\_
- Copy of Bidder's & Named Sub-Contractors' Public Works Contractor Registration Certificate(s) \_\_\_\_\_

**D. THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.**

**PRINT NAME OF BIDDER:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**PRINT NAME AND TITLE:** \_\_\_\_\_

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

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.**



## BID PROPOSAL FORM

**BID FOR:** PROPOSED NEW SECURITY OFFICE AT  
THE OCEAN COUNTY PARKING GARAGE  
TOMS RIVER, NEW JERSEY

**TO:** PURCHASING AGENT  
ADMINISTRATION BUILDING  
101 HOOPER AVENUE  
TOMS RIVER, NJ 08753

**DATE:** JUNE 16, 2020 **TIME:** 11:00 A.M.

**STATEMENT OF FACT:** The undersigned hereby declares that they have carefully examined the Bidding Documents, Plans and Specifications covering the **PROPOSED NEW SECURITY OFFICE AT THE OCEAN COUNTY PARKING GARAGE, TOMS RIVER, NJ**, prepared by **YEZZI ASSOCIATES, ARCHITECTS & PLANNERS, 18 WASHINGTON STREET, POST OFFICE BOX 1638, TOMS RIVER, NEW JERSEY 08754**, as well as the Advertisement for Bids, and will contract to furnish and deliver and install all the material, labor, equipment and appurtenances required for the full and complete project as set forth in the Contract Documents for each trade for the following amounts:

(Single Prime Bid)

### CONTRACT NO. 1 – ALL TRADES

**GENERAL CONTRACTOR:** The General Contractor shall provide and install all items (all trades) indicated on the drawings and described in the specification including allowances.

**TOTAL BID:** \_\_\_\_\_ \$ \_\_\_\_\_  
(written amount)

### BREAKDOWN OF BID:

General Construction .....	\$ _____
Mechanical.....	\$ _____
Electrical.....	\$ _____
Information Technology.....	\$ _____
Allowance (part of bid).....	\$ <u>5,000.00</u>

**TOTAL CONTRACT BID.....** \$ \_\_\_\_\_

### ALLOWANCES

**Allowance No. 1:** The contractor shall include in the base bid an allowance of \$5,000.00 for any unforeseen items. All monies not used in the allowance will be credited to the Owner's account as part of the last payment.

Allowance No. 1 .....\$ 5,000.00

**ALTERNATES – NONE.**

**UNIT PRICES: N/A**

Owner reserves the right to award all contracts or any combination of contracts, which meets the needs of the project, including acceptance or deletion of Alternates.

Each Bidder shall complete all Alternates. The OWNER may reject the bid for any Alternate in accordance with NJSA 40A:11-13.2, and/or may waive any non-material deficiency, as the OWNER determines to be in its best interest.

The OWNER will consider awarding Alternates which are not rejected as follows:

Subject to the availability of funds, the OWNER may, but is not obligated to, award Alternates. Alternates will be awarded in the order listed except that an Alternate which would cause the funds available to be exceeded may not be awarded and subsequent less expensive Alternates, within the funds available, may be awarded in order.

If the Base Bid exceeds funds available, the OWNER may, but is not obligated to, consider award only of Alternates which reduce the contract amount. Such reduction Alternates will be awarded in the order listed.

If funds are available, the OWNER may, but is not obligated to, consider award only of Alternates which increase the contract amount. Such add Alternates will be awarded in the order listed except that an Alternate which would cause the funds available to be exceeded may not be awarded and subsequent, less expensive Alternates, within the funds available, may be, awarded in order.

The Owner reserves the right to reject any and all proposals and to waive any informalities in the bidding. The Bidder agrees that his proposal may not be withdrawn for a period of SIXTY (60) days from the opening thereof. Conditional proposals will not be accepted. Proposal forms will not be accepted unless signed by the Owner or authorized Corporate Officer.

The undersigned agrees, if awarded the Contract, to execute and deliver the Contract Agreement to the Owner within twenty-one (21) days after notice of award. Simultaneously with his delivery of the executed Contract, the successful Bidder shall deliver to the Owner an executed Performance Bond and Labor and Material Payment Bond in the amount of 100% of Contract. Project is to be unconditionally guaranteed for a period of one year from final Certificate of Occupancy.

**PROJECT SCHEDULE:** Project to be awarded on or about **July 15, 2020** and be 100% completed within 120 calendar days. Project to have a Liquidating Damage Clause of **\$500.00** per day after date of scheduled Contract completion. Refer to 01 00 00 "General Requirements" for hours of work.

All Application and Certificate for Payments shall be made monthly only. There will be a 2% retainage for the project. Each Application must include Certificate of Payments Form, Certified Payroll Records and a Monthly Project Workforce Report.

**PREBID MEETING:** There will be a voluntary pre-bid meeting for this project at the site (Ocean County Parking Garage – Level 3, 129 Hooper Avenue, Toms River, NJ) on **June 1, 2020 at 10:00 a.m.** Call the Architect for more information at (732) 240-3433. This meeting is not a prerequisite to bidding, but is to aid all contractors to understand the project.

**RFI SUBMISSION DEADLINE:** All request for information (RFI) are to be faxed to the architect's office, 732-240-3463, by no later than **1:00 p.m. June 3, 2020**, utilizing the Yezzi Associates RFI form provided in the specifications. Any questions received after this date will be responded to at the direction of the Architect/Owner. If necessary, an addendum will be issued on **June 5, 2020**.

**COST:** The undersigned hereby affirms and states that the prices quoted herein constitute the total cost for all work involved in the respective items and that the cost also includes all insurance, transportation charges, use of all tools and equipment, superintendence, bonus, overhead expenses, all profits and all other work, services, conditions furnished in accordance with the requirement of the contract documents considered severally and collectively.

**CONFLICTS:** Each contractor shall review all the bid documents carefully to ascertain the total scope of his or her contract and that of any other contractor. Any and all areas that need clarification as to responsibility of work shall be communicated to the Architect at least 10 days prior to bid due date so the architect can issue a clarification letter. After such date, all conflicts between contractors as to responsibility of work shall be resolved by the architect and said determination shall be final and assumed to be part of that contractors' base bid.

The Bidder is to sign below, complete all items attached and listed on the Check List, and note any Addendum on Addendum Acknowledgment Form.

**NAME OF BIDDER:** \_\_\_\_\_  
(TYPED OR PRINTED)

**SIGNED:** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

**TITLE:** \_\_\_\_\_  
(TITLE OF PERSON SIGNING)

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**TAX ID #:** \_\_\_\_\_

**ADDENDUM:** As per attached form.





**ADDENDUM ACKNOWLEDGMENT**

**COUNTY OF OCEAN**

**ADDENDUM NO:** \_\_\_\_\_

**ADDENDUM NO:** \_\_\_\_\_

**ADDENDUM NO:** \_\_\_\_\_

**ACKNOWLEDGMENT**

**PROJECT ENTITLED: PROPOSED SECURITY OFFICE AT OCEAN COUNTY PARKING GARAGE, TOMS RIVER, NEW JERSEY**

Acknowledgment is hereby made of the receipt of Addendum No. \_\_\_\_\_ containing information for the above referenced project.

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

**BY:** \_\_\_\_\_

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

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

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

**NOTE: WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL AT THE TIME OF BIDDING. FAILURE TO DO SO WILL RESULT IN BID REJECTION.**



 **AIA**® Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT: \$**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

XXX

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**ADDITIONS AND DELETIONS:**

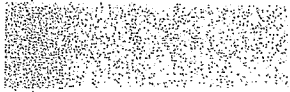
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

Signed and sealed this    day of    ,

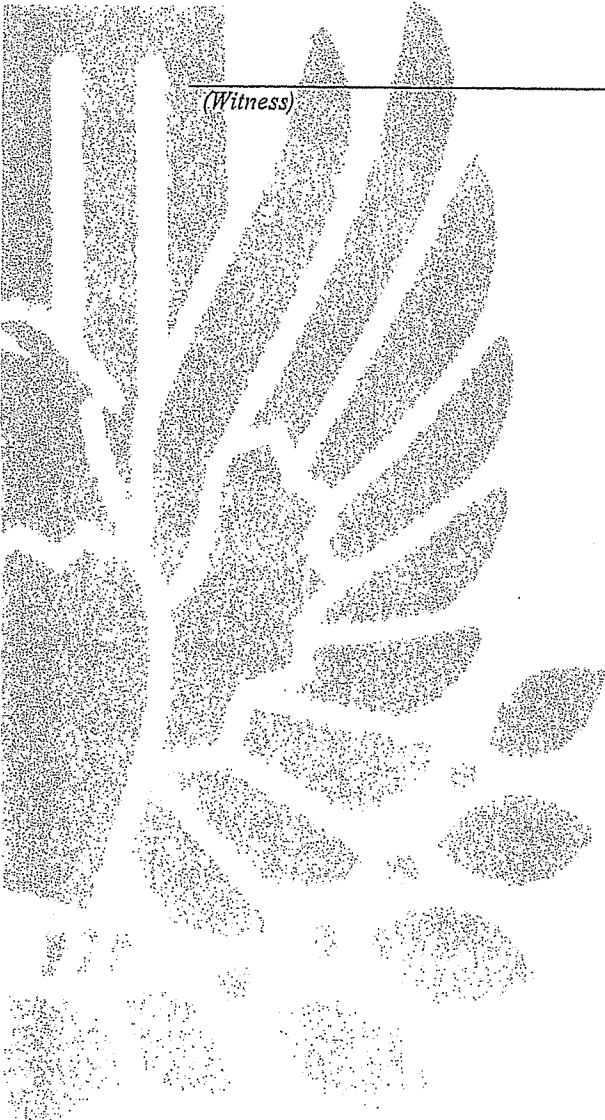


\_\_\_\_\_  
*(Contractor as Principal)*

\_\_\_\_\_  
*(Seal)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Title)*



\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Seal)*

\_\_\_\_\_  
*(Title)*

Init.

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User Notes:

(1885751601)

## LIST OF SUBCONTRACTORS

In accordance with N.J.S.A. 40A:11-16, the bidder will set forth below the names, addresses and if applicable, license numbers of the subcontractors to whom the bidder will subcontract work in the categories listed in connection with the erection, alteration or repair of any public building and the related site work.

### WORK

### SUBCONTRACTOR

- |                                                                                               |                                                                           |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| 1. Plumbing and gas fitting and all kindred work.                                             | Name: _____<br>Address: _____<br>_____<br>License No. _____ Expires _____ |
| 2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work | Name: _____<br>Address: _____<br>_____<br>License No. _____ Expires _____ |
| 3. Electrical work.                                                                           | Name: _____<br>Address: _____<br>_____<br>License No. _____ Expires _____ |
| 4. Structural steel and ornamental iron work.                                                 | Name: _____<br>Address: _____<br>_____<br>License No. _____ Expires _____ |

Contractor Registration pursuant to N.J.S.A. 34:11-56.48, N.J.S.A. 45:14C-21 and N.J.A.C. 13:32-1.5(A) (2) et seq. for contractor and all subcontractors must meet State code.

**NOTE:** If the BIDDER will not subcontract the work described in any category above but will complete it as prime contractor, it is not necessary to name a subcontractor. In such case, the BIDDER should insert "prime contractor" in the subcontractor name space. If more than one subcontractor will be utilized in any category, attach a certificate signed by the BIDDER listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the BIDDER has agreed to award to each subcontractor should the BIDDER be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor.

Each of the above subcontractors shall be qualified in accordance with 40A:11-1 et seq. The OWNER shall require evidence of performance security to be submitted with this proposal. Evidence of performance security may be supplied by the BIDDER on behalf of the BIDDER and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid. If separate evidence of performance security will be submitted by any subcontractor, the bid shall be accompanied by a separate certificate from a surety company in accordance with N.J.S.A. 40A:11-22.

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

**PART I - Check the box that represents the type of business organization:**

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

**PART II**

- 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	Address

**PART III - Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II**

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 noncorporate 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	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 the County of Ocean 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 County of Ocean to notify the County of Ocean 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 the County of Ocean to declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print):</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

**SPECIAL SURETY BID REQUIREMENTS**

*The attention of the Bidder is called to the provisions of N.J.S.A. 2A:44-143 which requires that the County of Ocean shall only accept Performance and Payment Bonds from surety companies meeting the requirements of that statute. The Bidder shall deliver with their Bid a Consent of Surety. The Bidder's Surety Company shall complete the following certificate which the Bidder shall submit with their Bid.*

**CERTIFICATE OF SURETY COMPANY**

The undersigned does hereby certify and state on behalf of \_\_\_\_\_  
that it is authorized to make the following averments: Surety Company

- (1) The surety meets the requirements of P.L. 1996, Chapter 384 [N.J.S.A. 2A:44-143].
- (2) The surety shall deliver Performance and Payment Bonds in accordance with the requirements of the Consent of Surety which shall be accompanied by a Surety Disclosure Statement and Certification in the form set forth in the above statute.
- (3) The undersigned is authorized to sign this Certificate and
  - a. Acknowledges that if any of the foregoing averments are false, that he or she is subject to a punishment as provided by law.

\_\_\_\_\_  
Signature of Certifying Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name of Certifying Agent

\_\_\_\_\_  
Title of Certifying Agent

The delivery of the foregoing Certificate of Surety Company is an integral part of the requirement for the provision of a Consent of Surety with the Bid and the failure to provide said certificate is a non-waivable defect and shall result in the rejection of the bid. Furthermore, the failure of the successful Bidder to deliver Performance and Payment Bonds from a surety company meeting the standards of N.J.S.A. 2A:44-143 and accompanying statutory disclosure information and certificate will result in the County of Ocean either rebidding the project or awarding the contract to the next lowest responsible bidder as it shall determine in its discretion.



**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

\_\_\_\_\_, surety(ies) on the attached bond, hereby certifies(y) the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S 17:17-6 or R.S. 17:17-7 as the surety's most current annual filing with the New Jersey Department of Insurance.
  
- (2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this state, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, \_\_\_\_\_ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have those certified amounts):

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

- (3) (a) With the respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

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

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of \_\_\_\_\_ (date on which such limitation was so established) is as follows (indicating for each such surety's underwriting limitation and the date on which that limitation was established):

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

- (4) The Amount of the bond to which this statement and certification is attached is \$ \_\_\_\_\_.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bonds as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

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and, (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993,

c. 243 (c. 17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

### CERTIFICATE

*(To be completed by an authorized certifying agent for each surety on the bond)*

I, \_\_\_\_\_, as \_\_\_\_\_  
(Name of Agent) (Title of Agent)

for \_\_\_\_\_  
(Name of Surety)

a (corporation/mutual insurance company/other) domiciled in \_\_\_\_\_,  
(Indicating type of Business Organization, circle one) (State of Domicile)

**DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.**

\_\_\_\_\_  
Signature of Certifying Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name of Certifying Agent

\_\_\_\_\_  
Title of Certifying Agent

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid 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 BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed below 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 below, or I am an officer or representative of the entity listed below 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.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.**

Name _____	Relationship to Bidder _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Ocean is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

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

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

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

(REVISED 4/10)

**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**  
**CONSTRUCTION CONTRACTS**

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

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

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the 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 Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of

construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the 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 non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) The contractor or subcontractor shall interview the referred minority or women worker.
    - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
    - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the 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 journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the 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 Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the 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.

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**NOTICE TO ALL CONTRACTORS**

**AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)**

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other \_\_\_\_\_

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
  - (a) An existing federally approved or sanctioned affirmative action program.
  - (b) A New Jersey Certificate of Employee Information Report Approval.
  - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - (a) If yes, please submit a photocopy of such approval.
2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  - (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_

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

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

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.).

## ***AMERICANS WITH DISABILITIES ACT***

### **Equal Opportunity For Individuals With Disabilities**

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY 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 COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, 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 COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY 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 COUNTY 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 COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY 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 COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY 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 provision 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.



**SIGNATURE PAGE**

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

A certified check, cashier's check or bid bond is enclosed, payable to the County Treasurer of The County of Ocean, in the sum of \$ \_\_\_\_\_ which the undersigned agree is to be forfeited as liquidated damages, and not as a penalty, if contract is awarded to the undersigned and the undersigned shall fail to execute the contract or shall fail to furnish the bond required within the stipulated time, otherwise said check will be returned to the undersigned.

Partnership  
The undersigned is a Corporation under the law of the State  
Individual

of \_\_\_\_\_, having principal offices  
at \_\_\_\_\_.

\_\_\_\_\_  
NAME OF COMPANY, CORPORATION OR INDIVIDUAL  
- PLEASE PRINT -

**SIGNED BY:** \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND OFFICIAL TITLE

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
INCLUDE ZIP CODE

**TELEPHONE:** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**FEDERAL IDENTIFICATION NO.** \_\_\_\_\_

**CONTRACTORS DATA SHEET**

As evidence of the bidders qualifications, he shall complete and submit with this bid proposal, the "Contractors Data" Sheet information.

THE COUNTY OF OCEAN RESERVES THE RIGHT TO REQUEST VENDORS TO EXPLAIN THE METHOD USED TO ARRIVE AT ANY OR ALL FIGURES IN THEIR BID.

The number of years your firm has been performing these services \_\_\_\_\_.

How many personnel will be available to work in this contract \_\_\_\_\_.

Name(s) of supervisor(s) to be assigned to work on this contract. Please include how long these individuals have worked for your firm.

Name \_\_\_\_\_ Name \_\_\_\_\_

Years Employed by Firm \_\_\_\_\_ Years Employed by Firm \_\_\_\_\_

Locations of bidder's facility where bidder's equipment may be inspected:

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur:

Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Name of Insurance Company \_\_\_\_\_

Name of Insurance Representative \_\_\_\_\_

Please provide a list of institutions, industries and commercial buildings now under contract with your firm. Include the length of time each contract has been in force and the name of a person with phone number the County may contact for reference.

<u>CURRENT CLIENTS</u>	<u>LENGTH OF CONTRACT</u>	<u>NAME &amp; PHONE # TO CONTACT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

**NON - COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY :

: 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 \_\_\_\_\_ of the firm of  
\_\_\_\_\_ the bidder  
making the Proposal for the above-named Project, and that I executed the said Proposal with  
full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive  
bidding in connection with the above-named Project; and that all statements contained in said  
Proposal and in this affidavit are true and correct, and made with full knowledge that the  
County of Ocean relies upon the truth of the statements contained in said Proposal and in the  
statements contained in this affidavit in awarding the contract for the said Project.

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

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

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

\_\_\_\_\_  
Notary Public of  
My commission expires

**THE FOLLOWING ITEMS ARE PART OF THE  
CONTRACT SPECIFICATIONS, BUT NOT REQUIRED  
AS PART OF THE BID SUBMISSION PACKAGE**

ITEMS ENCLOSED

1. Yezzi Associates forms:
  - Change Order Request
  - Architects Field Report
  - Certification of Payments
  - Shop Drawing Submittal
  - Proposed Substitution Certification
  - Request for Information
2. American With Disabilities Act Data.
3. Notice To All Public Works Employees.
4. Payroll Certification For Public Projects.
5. Chapter 271 – Disclosure Of Contributions to Elec.
6. AIA – Instructions To Bidders.
7. Supplementary Instructions To Bidders.
8. AIA Document A-201-2007.
9. Modifications Of General Conditions AIA – 201-2007.



# ARCHITECTS FIELD REPORT

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

Project No.: \_\_\_\_\_

Report Number: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contractor: \_\_\_\_\_ Recorded By: \_\_\_\_\_

Date: _____	Weather: _____
Time In: _____	Time Out: _____

**GENERAL OBSERVATIONS:** (WORK IN PROGRESS, PERCENTAGE COMPLETE, WORKERS ON SITE)

<b>QUESTIONS RAISED BY CONTRACTOR / OWNER:</b>	<b>Copies To:</b>
	<input type="checkbox"/> Contractor
	<input type="checkbox"/> Construction Manager
	<input type="checkbox"/> Engineer
	<input type="checkbox"/> Owner
	<input type="checkbox"/> File



# CERTIFICATION OF PAYMENTS

(TO ACCOMPANY ALL PAYMENT REQUESTS)

Payment Request No.: \_\_\_\_\_

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

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

Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

<b>PAYMENT INFORMATION:</b>	
<p>The contractor _____ does hereby certify that he/she has made  <div style="text-align: center;">Name</div> </p> <p>any and all payments to their subcontractors and material suppliers in accordance with their last application for payment as per form G-702 and G-702A and all prior payments.</p> <p><b>Contractor:</b></p> <p>Signature: _____ Date: _____</p> <p>Company Name _____            Address: _____            _____            _____</p> <p>Phone No: _____ Fax No.: _____</p>	

<b>COMMENTS: (for exceptions by contractor)</b>	<b>ARCHITECT REVIEW</b>
	<p>Payments will not be processed if this form does not accompany all payment request.</p> <hr/> <p>Arch. _____</p> <hr/> <p>Date _____</p>

<b>NOTARY:</b>
<p>Subscribed and sworn to before</p> <p>me this _____ day of _____, 20____</p> <p>_____</p> <p>Notary public, state of _____</p> <p>My commission expires _____</p>



# CHANGE ORDER REQUEST (COR)

**Project Name:** \_\_\_\_\_  
**Project No.:** \_\_\_\_\_  
**Contractor:** \_\_\_\_\_ **Construction Manager:** \_\_\_\_\_  
**Architect's No:** \_\_\_\_\_ **Contractor's COR No:** \_\_\_\_\_  
**Drawing Reference:** \_\_\_\_\_ **Re:** \_\_\_\_\_  
**Specification Reference:** \_\_\_\_\_ **Date Resolved:** \_\_\_\_\_

ITEMIZED CHANGE ORDER REQUEST			
ITEM:	MATERIAL:	LABOR:	COST:
CONTRACTOR OVERHEAD 5%			
CONTRACTOR PROFIT 5% OR SUBCONTRACTOR 5%			
INSURANCE 2%			
<b>TOTAL:</b>			
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Schedule Change: _____ Days <input type="checkbox"/> Cost \$ _____ Approx.			
FIRM: _____			
Firm Name		Signed	
Date		Printed	

RECOMMEDATION BY ARCHITECT		
ACCEPTED <input type="checkbox"/>	ACCEPTED AS INDICATED <input type="checkbox"/>	REJECTED <input type="checkbox"/>
Signature _____		Date _____
Printed _____		

This is not an authorization to proceed with work involving additional cost or time. Provide written notification in response to the COR prior to proceeding with work, if any response causes a change to the scope of work.

YEZZI ASSOCIATES - P.O. Box 1638, Toms River, NJ 08754 Phone: 732-240-3433 Fax: 732-240-3463 (Form 2018)





# PROPOSED SUBSTITUTION CERTIFICATION

Architects Shop Drawing No.: \_\_\_\_\_

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

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

Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

**TO ALL CONTRACTORS, MATERIAL SUPPLIERS AND MANUFACTURES:**

All Shop Drawings Submitted which are not as Originally Specified Will be Rejected Without Review if:

- 1) The submittal is not indicated as a substitution for that specified.
- 2) The proposed substitution is not certified as being equal to or better then that specified.
- 3) The proposed substitution does not carry a warranty equal to or better than the warranty for the item being substituted . If a substitution is found to be defective in material, quality, performance or workmanship, it shall be replaced or repaired by the contractor with no additional cost incurred by the owner for a time period equal to that specified or five years minimum which ever is greater.

A. Description of material and name of substituted material to be used: \_\_\_\_\_  
\_\_\_\_\_

B. Section of specification: \_\_\_\_\_

CONTRACTOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MANUFACTURER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**REASON FOR SUBSTITUTION:**

**NOTARY:**

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

\_\_\_\_\_  
Notary public, state of \_\_\_\_\_  
My commission expires \_\_\_\_\_

**ARCHITECTS REVIEW**

DATE: \_\_\_\_\_ ACCEPTED  RESUBMIT  REJECTED

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

\*This complete form must accompany each proposed substitution for review and acceptance.  
\*\* All proposed substitutions must have a completed a& notarized certification form to be considered for review & acceptance  
Submission & review does not imply or certify acceptance unless specifically indicated in the Yezzi Associates shop drawing stamp.  
YEZZI ASSOCIATES - P.O. Box 1638, Toms River, NJ 08754 Phone: 732-240-3433 Fax: 732-240-3463 (Form 2018)



# REQUEST FOR INFORMATION (RFI)

Project Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Construction Manager: \_\_\_\_\_  
Architect's RFI No: \_\_\_\_\_ Contractor's RFI No: \_\_\_\_\_  
Drawing Reference: \_\_\_\_\_ Re: \_\_\_\_\_  
Specification Reference: \_\_\_\_\_ Date Request Required By: \_\_\_\_\_  
Date Resolved: \_\_\_\_\_

INFORMATION REQUIRED & PROPOSED SOLUTION FROM CONTRACTOR/ C.M.		
Attachments: Yes: <input type="checkbox"/> No: <input type="checkbox"/> Potential Impact to: <input type="checkbox"/> Schedule: ___ Days: <input type="checkbox"/> Cost \$ ___ Approx.		
Firm: _____	_____	_____
Firm Name		Signed
_____	_____	_____
Date	Date Required	Printed

RESPONSE:		
Firm: _____	_____	_____
Firm Name		Signed
_____	_____	_____
Date	Date Required	Printed

This is not an authorization to proceed with work involving additional cost or time. Provide written notification in response to the RFI prior to proceeding with work, if any response causes a change to the scope of work.

YEZZI ASSOCIATES - P.O. Box 1638, Toms River, NJ 08754 Phone: 732-240-3433 Fax: 732-240-3463 (Form 2018)



# SHOP DRAWING SUBMITTAL

Architects Shop Drawing No.: \_\_\_\_\_

Attention: \_\_\_\_\_

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

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

Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

## SUBMITTAL INFORMATION:

Submitted by: \_\_\_\_\_

Product: / specification section: \_\_\_\_\_

Brief Description: \_\_\_\_\_  
 \_\_\_\_\_

shop drawing:  sample:  data:  color chart:  substitution

### SUBSTITUTION:

\*\* All proposed substitutions must have a completed and notarized certification form to be considered for review and acceptance - Submission and review does not imply or certify acceptance unless specifically indicated in the YeZZi Associates shop drawing stamp.

certification included:

## CONTRACTOR'S CERTIFICATION

The contractor in this submission has field and verified all conditions, dimensions, and submissions conforms to the specifications & drawings

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

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

Notes:

## YEZZI ASSOCIATES USE ONLY:

## YEZZI ASSOCIATES USE ONLY:

### SHOP DRAWING REVIEW

**YEZZI ASSOCIATES, LLC**  
 ARCHITECTS & PLANNERS  
 P.O. BOX 1638, TOMS RIVER, NJ 08754  
 PH: 732-240-3433 FAX: 732-240-3463  
 EMAIL: INFO@YEZZIASSOCIATES.COM

1. THIS SHOP DRAWING HAS BEEN REVIEWED FOR GENERAL CONFORMANCE WITH THE CONTRACT DOCUMENTS BY THE DESIGN PROFESSIONAL.
2. THE CONTRACTOR SHALL CERTIFY THAT HE HAS REVIEWED THIS SHOP DRAWING IN CONFORMANCE WITH AIA DOCUMENT A201-2007 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, SECTION 3.12 THRU SECTION 3.12.16.
3. THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL DIMENSIONS PRIOR TO SUBMISSION OF SHOP DRAWINGS, FABRICATION, AND INSTALLATION.
4. IF THE SUBMISSION INCLUDES A SUBSTITUTED ITEM OR SYSTEM, THE CONTRACTOR MUST PROVIDE WRITTEN CERTIFICATION THAT THE SUBSTITUTION IS EQUAL OR BETTER THAN THE ORIGINAL ITEM OR SYSTEM SPECIFIED.

### ACTION TAKEN BY DESIGN PROFESSIONAL

- |                                                         |                                            |
|---------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> PROVIDE AS SUBMITTED           | <input type="checkbox"/> REVISE & RESUBMIT |
| <input type="checkbox"/> PROVIDE WITH NOTED CORRECTIONS | <input type="checkbox"/> REJECTED          |

REVIEWED BY: \_\_\_\_\_

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

\* This form must accompany each copy of every shop drawing submitted for review and acceptance.



# CLOSE-OUT DOCUMENTATION (COD)

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

**Construction Manager:** \_\_\_\_\_

**Checklist Submission Date:** \_\_\_\_\_

**Checklist Acceptance Date:** \_\_\_\_\_

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

**Contractor:** \_\_\_\_\_

**Drawing Reference:** \_\_\_\_\_

## REQUIRED CLOSEOUT DOCUMENTATION

PROVIDED	DOCUMENT NAME
<input type="checkbox"/>	Supplemental Attachment for Accord Certificate of Insurance - AIA Document G715
<input type="checkbox"/>	Affidavit of Payment of Debts and Claims - AIA Document 706
<input type="checkbox"/>	Affidavit of Release of Liens - AIA Document G706A
<input type="checkbox"/>	Consent of Surety to Final Payment - AIA Document G707
<input type="checkbox"/>	Certification of Paid Wages in accordance with NJ Prevailing Wage Act
<input type="checkbox"/>	Two-Year Maintenance Bond in form as bound herein
<input type="checkbox"/>	As-Built drawings on USB flash drive
<input type="checkbox"/>	Maintenance Manuals and Instructions
<input type="checkbox"/>	Special written guarantees and warranties in addition to the two-year guarantee covered by Maintenance Bond. Guarantee shall be signed and sealed by Officer of the Contracting Firm and shall be notarized.
<input type="checkbox"/>	Final Certificate of Approval/Occupancy
<input type="checkbox"/>	Completion of Punchlist Items
<input type="checkbox"/>	Updated final statement, accounting for final changes to the contract sum.
<input type="checkbox"/>	Transmittal of required Project Construction records to the Owner
<input type="checkbox"/>	Final liquidated damages settlement statement
<input type="checkbox"/>	Original County Voucher form marked "Final Payment"
<input type="checkbox"/>	Removal of temporary facilities, services, surplus materials, debris, etc.

**Attachments:**  Yes  No

Contractor's Name: _____ Contractor's Address: _____ Contractor's Phone: _____ Contractor's Federal ID#: _____	Notary: _____ Contractor: _____
-------------------------------------------------------------------------------------------------------------------------	------------------------------------

## RECOMMENDATION BY ARCHITECT

ACCEPTED  ACCEPTED AS INDICATED  REJECTED

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

NOTICE TO ALL PUBLIC WORKS EMPLOYEES

CERTIFIED PAYROLL RECORDS

PLEASE BE ADVISED that effective February 18, 1992, Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-55.25 et. seq. requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Work place Standards, Public Contracts Section, CN 389, Trenton, N.J. 08625-0389, telephone (609) 292-2259.

I have read the above statement and am aware of my responsibilities:

-----

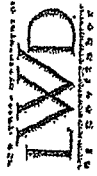
Contractor:

Date:

Payroll on this project will be on a :

-----, -----, ----- basis.  
Weekly, Bi-Weekly, Monthly

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**  
 (for Contractor and Subcontractor's Use for Weekly and Final Certification)  
 (N.J.A.C. 12-60-2.1 and 6.1)



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		DATE WAGES DUE		DATE WAGES PAID																		
PAYROLL NO.	WEEK ENDING OR FINAL CERTIFICATION	PROJECT NAME AND LOCATION		CONTRACTOR REGISTRATION NUMBER																				
		1. NAME AND ADDRESS OF EMPLOYEE	2. WORK CLASSIFICATION	3. DAY AND DATE	4. TOTAL HOURS	5. RATE OF PAY	6. GROSS AMOUNT EARNED	7. DEDUCTIONS	8. NET WAGES PAID FOR WEEK	9. Total Fringe Benefit Cost/Hr.														
				HOURS WORKED EACH DAY		This Project Only	Total for Week	FICA	Withholding Tax	Total Deductions														

Questions? Please contact the Division of Wage and Hour Compliance at (609) 292-2259 or (609) 292-2283.  
**SUBMIT TO PUBLIC BODY OR LESSOR**

(c) FRINGE BENEFITS

EXCEPTIONS (CRAFT)
REMARKS
PLEASE SPECIFY THE TYPE OF BENEFIT PROVIDED AND NOTE THE TOTAL COST PER HOUR IN BLOCK 9 ON THE REVERSE SIDE*
1) Medical or hospital coverage <input type="checkbox"/>
2) Dental coverage <input type="checkbox"/>
3) Pension or Retirement <input type="checkbox"/>
4) Vacation, Holidays <input type="checkbox"/>
5) Sick days <input type="checkbox"/>
6) Life Insurance <input type="checkbox"/>
7) Other (Explain) <input type="checkbox"/>
* TO CALCULATE THE COST PER HOUR, DIVIDE 2,000 HOURS INTO THE BENEFIT COST PER YEAR PER EMPLOYEE.

(5) N.J.S.A. 12:60-2.1 and 6.1 - The Public Works employers shall submit to the public body or lessor a certified payroll record each pay period within 10 days of the payment of wages.

NAME AND TITLE
SIGNATURE
THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. N.J.S.A. 34:11-56.25 ET SEQ. AND N.J.A.C. 12:60 ET SEQ. AND N.J.S.A. 34:11-4.1 ET SEQ.

Date \_\_\_\_\_

I, \_\_\_\_\_ (Title) \_\_\_\_\_ do hereby state and certify:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ (Project Name and Location) \_\_\_\_\_, all persons employed that during the payroll period beginning on \_\_\_\_\_ (Date) \_\_\_\_\_ and ending on \_\_\_\_\_ (Date) \_\_\_\_\_ on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and Regulation N.J.A.C. 12:60 et seq. and the Payment of Wages Law, N.J.S.A. 34:11-4.1 et seq.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered with the United States Department of Labor, Bureau of Apprenticeship and Training and enrolled in a certified apprenticeship program.

(4) That:

(a)  WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made when due to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b)  WHERE FRINGE BENEFITS ARE PAID IN CASH Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rates plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

## NOTICE

### CHAPTER 271, DISCLOSURE OF CONTRIBUTIONS TO ELEC

CHAPTER 271 CREATES A NEW DISCLOSURE REQUIREMENT FOR BUSINESSES. IT REQUIRES THAT, WHEN A BUSINESS HAS RECEIVED, IN ANY CALENDAR YEAR, \$50,000.00 OR MORE IN PUBLIC CONTRACTS WITH PUBLIC AGENCIES, IT MUST FILE AN ANNUAL REPORT WITH ELEC (ON FORMS PROVIDED BY ELEC). THE REPORT WILL INCLUDE ALL REPORTABLE CONTRIBUTIONS MADE BY THE BUSINESS ENTITY DURING THE 12 MONTHS PRIOR TO THE REPORTING DEADLINE. ELEC CAN ALSO IMPOSE FINES FOR FAILURE TO COMPLY WITH THIS REQUIREMENT.

THE CONTRACTOR/VENDOR IS ADVISED OF THE RESPONSIBILITY TO FILE AN ANNUAL DISCLOSURE STATEMENT ON POLITICAL CONTRIBUTIONS WITH THE NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION PURSUANT TO N.J.S.A. 19:44A-20.13 (P.L. 2005, C.271, S.3) IF THE CONTRACT/VENDOR RECEIVES CONTRACTS IN EXCESS OF \$50,000.00 FROM PUBLIC ENTITIES IN A CALENDAR YEAR. IT IS THE CONTRACTOR'S/VENDOR'S RESPONSIBILITY TO DETERMINE IF FILING IS NECESSARY. ADDITIONAL INFORMATION ON THIS REQUIREMENT IS AVAILABLE FROM ELECT AT 888-313-3532 OR AT [www.elec.state.nj.us](http://www.elec.state.nj.us).



**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**MODIFICATIONS OF THE INSTRUCTIONS TO BIDDERS AIA/701 1997**

**PRECEDENCE**

The following supplementary conditions modify, change, delete from or add to the “General Conditions of the Contract for Construction”, AIA Document A201, 1997 edition.

Wherever the Supplementary Conditions make deletions from, revisions to and insertions in the General Conditions, the provisions of the Supplementary Conditions shall take precedence over those of the General Conditions.

Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

**MODIFICATIONS OF ARTICLE 1 – DEFINITIONS**

§1.1 Delete 1.1 in its entirety and insert the following:

**THE CONTRACT DOCUMENTS**

The following list of AIA Documents is part of the contract and should be provided by Contractor.

A-132	Owner Contract Agreement Form
A-232	General Conditions of the Contract for Construction (Provided in Specifications)
A-305	Contractor’s Qualification Statement
A-310	Bid Bond
A-312	Performance Bond and Labor and Material Payment Bond
A-701	Instructions to Bidder (Provided in Specifications)
G-701CMA	Change Order
G-703	Continuation Sheet
G-704CMA	Certificate of Substantial Completion
G-705	List of Subcontractors
G-706	Contractor’s Affidavit of Payment of Debts and Claims
G-706A	Contractor’s Affidavit of Release of Liens
G-707	Consent of Surety Company to Final Payment
G-714CMA	Construction Change Directive
G-715	Certificate of Insurance
G-732	Application and Certificate for Payment

The above AIA forms are on file at the Architect’s office.

The Project Manual is the volume which includes the bidding requirements, sample forms and certain of the Contract Documents such as the Conditions of the Contract and the Specifications.

The Contractors will purchase copies of the contract drawings and copies of the specifications for the execution of work from the Architect’s office at a cost of \$125.00 for a set of drawings and one set of the

specifications. Contractors shall allow in their bids a sufficient sum to cover the cost of the documents which they will require for permit submission and general use.

**MODIFICATIONS OF ARTICLE 2 – BIDDER’S REPRESENTATIONS**

§2.1 Add the following to Subparagraph 2.1.3:

§2.1.3.1 All contractors may visit the site for the purpose of inspecting the job site and proper specification interpretation. Please notify the architect for request of date and time.

Add the following Subparagraph 2.1.5:

§2.1.5 The Bidder understands that this bid is submitted on the basis of specifications prepared by the Ocean County Library and/or the Ocean County Library’s Agent and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

**MODIFICATIONS OF ARTICLE 3 – BIDDING DOCUMENTS**

§3.1 COPIES

Delete 3.1.1 in its entirety and insert:

3.1.1 Bidders may obtain the Bidding Documents from the Architect as stated in §1.1.

§3.2 INTERPRETATION OF DOCUMENTS

Delete Subparagraphs 3.2.2 and 3.2.3 and replace with the following language:

§3.2.2 No interpretation of the reading of the specifications or other contract documents will be made by the Architect orally. Every request for such interpretation shall be in writing, addressed to the Architect and, to be given consideration, must be received ten (10) days prior to bid due date. Any and all such interpretations and any supplement instructions will be in the form of written Addenda to the specifications which, if issued, will be mailed to all prospective Bidders. Failure of any Bidder to receive such Addendum or interpretation shall not relieve any Bidder from any obligation under bid submitted. All Addenda shall become a part of the General Contract for each and every contract.

§3.2.3 For further information regarding the specifications, contact:

Yezzi Associates  
Architects & Planners  
18 Washington Street, P.O. Box 1638  
Toms River, New Jersey 08754-1638  
Ph: 732-240-3433 Fax: 732-240-3463  
Email: [info@yezziassociates.com](mailto:info@yezziassociates.com)

§3.3 SUBSTITUTIONS

Delete Subparagraphs 3.3.2, 3.3.3 and 3.3.4 and replace with the following language:

- §3.3.2 Whenever a particular make of material is shown or specified herein, such make of material shall be regarded as a standard. Any other make or material will be accepted which is equal to that specified in quality, performance, physical features, economy in operation, and suitability for the purpose intended.
- §3.3.3 A Bidder intending to furnish an alternate in place of the items specified, must submit a sample and all required data of the material that he intends to furnish 14 days prior to the bid due date for review. Acceptance or denial will be issued 10 days prior to the bid due date. The contractor must certify in writing along with the material manufacturer that the substitute is equal to the item specified.
- §3.3.4 A Bidder offering "or equal" materials will be responsible for furnishing complete and acceptable data to the Owner as to performance under the laboratory tests in the attached Bid Forms, showing the direct test comparison between the two materials. The date or dates of the testing must also be shown.
- §3.3.5 If the above comparative test data is not available, the United States Testing Company, Inc. shall perform all tests and qualitative and quantitative analysis at the Bidder's expense. Such data shall prove the equality or superiority of the alternate material or shall be rejected.
- §3.3.6 If the results of the required test data as described above are not available at the time of awarding the contract, the contract will be awarded in good faith by the Owner, if they are not equal to those specified, the Owner reserves the following rights:
- a. Reduce the total bid amount by fifty percent (50%) assuming full completion and satisfaction of completion and satisfaction of all other specifications.
  - b. If the job is less than one-half completed, it must be completed with the materials specified, and the total bid shall be reduced by thirty percent (30%).
  - c. If the job is more than one-half completed, it shall be completed with the unequal materials, and the total bid reduced by fifty percent (50%).
- §3.3.7 The Owner and/or Architect assume no responsibility that a substitute item is equal or better to an item specified. This is the sole responsibility of the contractor. If said substitute is found not to be equal, the contractor at his own expense shall replace it.
- §3.3.8 During the course of the work, a representative of the Owner will be allowed to secure samples of the materials being used from the containers on the job site and submit them to the United States Testing Company, Inc. If the results of the independent testing laboratory prove that the materials are not comparable and equal to those specified by the Owner, the Owner reserves the following rights:
- a. Reduce the total bid amount of fifty percent (50%) assuming full completion and satisfaction of all the specifications.
  - b. If the job is less than one-half completed, it must be completed with the materials specified, and the total bid will be reduced by thirty percent (30%).

- c. If the job is more than one-half completed, it shall be completed with the unequal materials, and the total bid reduced by fifty percent (50%).
- d. If the test results show the materials being used as unequal to those specified, the Bidder shall pay for the testing. If the materials are equal, the Owner shall pay for the testing.

§3.3.9 If the substitutions are approved as part of the Shop Drawing Process and accepted as “equal or better to the items specified”, and discovered at a later date not to be equal, then all of the items listed in Sections 3.2.6 and 3.2.8 of “Instructions to Bidders” shall apply.

§3.3.10 During the application of the materials, the contractor shall have the manufacturer’s representative on the job site for the purpose of job site instruction.

§3.3.11 MANUFACTURER’S REPRESENTATIVE’S RESPONSIBILITIES:

- a. Keeping the Architect informed on a periodic basis as the progress and quality of work.
- b. Calling to the attention of the Contractor those matters that he considers to be in violation of the contract requirements.
- c. Reporting to the Architect any failure or refusal of the Contractor to correct unacceptable practices.
- d. Conducting preliminary and subsequent job site meetings with the Contractor’s official job representative.
- e. Rendering any other inspection services, which the Architect may designate.
- f. Inspecting after completion of work, the extent to which the contractor has complied with these specifications.
- g. The presence and activities of the manufacturer’s representative and the Architect shall in no way relieve the Contractor of his contractual responsibilities.

§3.4 ADDENDA

No change.

MODIFICATIONS OF ARTICLE 4 – BIDDING PROCEDURES

§4.1 PREPARATION OF BIDS

Delete the following language from Subparagraph 4.1.6:

§4.1.6 ...”without forfeiture of the bid security”....

Delete the following language from Subparagraph 4.1.7:

§4.1.7 “A bid submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to Bind the Bidder.”

Add the following language:

No bid shall be submitted by an Agent of the Bidder.

Add the following Subparagraphs:

§4.1.8 All bids shall be submitted on the *Bid Forms* attached to these specifications. *Bidders must use the proposal form furnished by the Ocean County Library when submitting their bid. The Bid*

Form shall be completely filled out. Bids that are incomplete, conditional, or obscure, or which contain any additions or alterations not called for, may be rejected.

§4.1.9 Bidders shall complete and sign all documents included with the bid package. Failure to do so may be cause for rejection. *Electronic/Stamp Signatures will not be accepted.* Each bid **MUST** be signed in ink or ballpoint pen by person authorized to do so.

Documents may include, but are not limited to:

- Non Collusion Affidavit
- Affirmative Action Questionnaire
- Signature Page
- Statement of Ownership (Chapter 33 of the Laws of 1977)
- Disclosure of Investment Activities in Iran
- Acknowledgement of Receipt of Addenda or Revisions (if issued)
- Price Schedule
- Any other documents that may be required in the specifications.

§4.1.10 **BY SUBMITTING A BID, CONTRACTOR CLEARLY UNDERSTANDS THAT ALL WORK CALLED FOR UNDER THIS CONTRACT WILL BE COMPLETED NO LATER THAN THE DATE INDICATED ON THE BID PROPOSAL FORM. THERE WILL BE LIQUIDATED DAMAGES AS INDICATED ON THE BID PROPOSAL FORM PER DAY FROM THAT DAY FORWARD IF WORK IS NOT COMPLETED. WORK SHALL COMMENCE WITHIN TEN (10) CALENDAR DAYS OF EXECUTION OF CONTRACT.**

§4.1.20 For purpose of evaluation where an equivalent product is being furnished, bidders must indicate any variation to our specifications no matter how slight, and follow the procedure described in Subsections 3.3 above for Substitutions. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

§4.1.21 The bid must bear the written signature of the Bidder. If the Bidder is a partnership, the partners must sign the bid. If the Bidder is a corporation, a duly authorized officer or agent of such corporation must sign the bid. A sole owner must sign as such. An individual trading as a company must sign and indicate, trading as said company.

§4.1.22 Bidders shall submit prices as indicated on the Bid Form. In lieu of statements to the contrary, it will be clearly understood that all prices shall be for items specified. Bidders will clearly state in a separate letter, any exception to the specifications as issued. The Owner reserves the right to rule on the equality of items bid on to those listed.

§4.1.23 The Bidders shall include in their proposals all labor, materials, equipment and services necessary or incidental to the completion of the work, and other pertinent work as herein described.

§4.1.24 Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Ocean County Library. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

§4.1.25 The Bidder is reminded that the Ocean County Library is exempt from any State sales tax or Federal excise tax.

§4.1.26 Quantities shown are approximate and the Ocean County Library reserves the right to decrease or omit quantities. The Ocean County Library also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed as the unit price bid.

§4.1.27 Disclosure of Ownership: Pursuant to the requirements of Chapter 33, PL 1977, effective March 8, 1977:

“No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any County, Municipality or School District or any subsidiary or agency of the State, or any County, Municipality or School District or by any authority, board, or commission which exercised governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceed the 10% ownership criteria established in this act, has been listed.”

Bidder shall submit with his bid a statement or list complying with the above law.

#### §4.2 BID SECURITY

Delete the following language from Subparagraph 4.2.1, first and second lines:

...if so stipulated in the Instructions to Bidders...

Delete the following language from Subparagraph 4.2.1, third line and fourth lines:

...if required...

And delete the last sentence of Subparagraph 4.2.1.

Delete the following language from Subparagraph 4.2.3, second line:

...if required...

Add the following Subparagraph under §4.2:

§4.2.4 Each bid shall include a Bid Security in the form of a Bond, Cashier’s Check or Certified Check, issued by a responsible bank or trust company made payable to the Ocean County Library in the amount of ten percent (10%) of the total amount of the bid (but not in excess of \$20,000) must accompany each proposal as a guarantee which may be forfeited and retained by the Ocean County Library in lieu of its other legal remedies if a successful bidder’s proposal is accepted by the Ocean County Library and he shall fail to execute and return to the Ocean County Library the required contract and bonds within twenty-one (21) days after the delivery of the prepared contract and bond form to him by the Ocean County Library.

#### §4.3 SUBMISSION OF BIDS

Delete Paragraph 4.3 and all Subparagraphs there under in their entirety.

Insert the following Subparagraphs:

§4.3.1 Each bid shall be signed by the Bidder with his business address and shall be delivered to:

OCEAN COUNTY PURCHASING AGENT, ADMINISTRATION BUILDING,  
101 HOOPER AVENUE, BID ROOM #119, TOMS RIVER, NEW JERSEY

Each bid shall be submitted in an envelope showing the bidder's name and clearly marked with

***PROPOSED SECURITY OFFICE AT  
OCEAN COUNTY PARKING GARAGE  
TOMS RIVER, NJ***

§4.3.2 Bids may be hand delivered or mailed per legal notice to bidders. In the case of mailed bids, the County assumes no responsibility for bids received after the designated date and time and will return late bids to the bidder unopened. No oral, telephone, telegraphic, facsimile or other electronically transmitted bids will be considered.

§4.3.3 Bids, which are to be mailed, must be received prior to 10:30 a.m., prevailing time on the date on which they are to be opened and shall be mailed to: *Clerk of the Board of Freeholders, 101 Hooper Avenue, Room 328, P.O. Box 2191, Toms River, NJ 08754-2191*. The County will not be responsible for late mail deliveries and no bids will be accepted if received after the time stipulated in the notice to bidders. The bidder assumes full responsibility for timely delivery at the location designated for the receipt of bids.

§4.3.4 Bids received prior to the time established for the receipt of bids will be securely kept unopened. No responsibility will be attached to the awarding authority for premature opening of a bid not properly addressed and identified. No bid received by the Owner after the time established herein for the opening of bids will be considered, *regardless of the cause of delay* in the receipt of any such bid.

§4.3.5 Bids which are to be hand delivered the day of the opening must be taken to the Purchasing Agent at the time the bids are called for. (Bids delivered after the date and time indicated for the bid opening, will not be accepted.)

§4.4 MODIFICATION OR WITHDRAWAL OF BID

Delete Paragraph 4.4 and all Subparagraphs thereunder in their entirety.

Insert the following Subparagraph 4.4.1:

§4.4.1 WITHDRAWAL OF BIDS: Any bid may be withdrawn on written request dispatched by the Bidder on time for delivery in the normal course of business prior to the hour fixed for the opening of bids. During the (60) day period following the opening of bids, no Bidder may withdraw any proposal submitted by him.

MODIFICATIONS OF ARTICLE 5 – CONSIDERATION OF BIDS

§5.1 OPENING OF BIDS

Delete Paragraph 5.1 in its entirety and replace with the following language:

§5.1 The bids will be opened publicly in the Administrative Office, 101 Washington Street, 2<sup>nd</sup> Floor, Toms River, New Jersey, commencing at 11:00 a.m., prevailing time on the date specified in the Notice to Bidders.

§5.2 REJECTION OF BIDS

Delete Paragraph 5.2 in its entirety and replace with the following language:

§5.2 The Ocean County Library known as the Owner and Awarding Authority reserves the right to reject any or all bids in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Ocean County Library to do so.

§5.3 ACCEPTANCE OF BID (AWARD)

Delete Subparagraph 5.3.1 in its entirety and replace with the following language:

§5.3.1 Equal or Tie Bids. The Ocean County Library reserves the right to award at their discretion to any one of the bidders where it is most advantageous for the Ocean County Library to do so, pursuant to N.J.S.A. 40A:11-6.1.

§5.3.2 [Remains as provided]

Insert the following Subparagraphs under §5.3:

§5.3.3 If an award of the Contract is made, it will be made within sixty (60) days after opening of the bids. If the Bidder selected as the Contractor fails to perform his agreement to execute his contract in accordance with the terms of the bids and, if required, fails to furnish a Performance Bond within twenty-one (21) working days after the award, an award shall be made to the next lowest Bidder who is eligible and responsible.

§5.3.4 In case of default by the bidder or contractor, the Ocean County Library may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

§5.3.5 In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

MODIFICATIONS OF ARTICLE 6 – POST-BID INFORMATION

Delete Paragraph 6.2 in its entirety.

§6.3 SUBMITTALS

§6.3.1 Remove language “as soon as practicable”....

Add in its place “if not already provided”

MODIFICATIONS OF ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND

Delete Article 7 in its entirety. Add:



- §7.1.1 A Performance Bond in the form of a Certified Check (cash) or Bond, from a surety company authorized to transact business in the State of New Jersey, in the amount of 100% of total bid will be required from the successful bidder, to insure faithful performance of the contract. The Performance Bond and contract must be filed with the Ocean County Library within twenty-one (21) days of the award resolution, as a condition of the execution of the agreement, or the contract will be subject to rescission, together with all other remedies at law and equity available to the Owner.
- §7.1.2 Performance Bond, AIA Document A311 – One hundred percent (100%) of contract amount Labor and Material Payment Bond, AIA Document A311 – One hundred percent (100%) of contract amount. The Contractor shall furnish the Owner with satisfactory evidence of the required insurance and bonds with a provision that at least fifteen days prior written notice will be given to the Owner in the event of cancellation or material change.
- §7.1.3 Special Surety Bid Requirements for Certain Construction Projects. The attention of the bidder is called to the provisions of P.L. 1995, Chapter 384 enacted on January 10, 1996 which requires that the Ocean County Library shall only accept performance and payment bonds from surety companies meeting the requirements of that statute. The bidder shall deliver with its bid a Consent of Surety. The Bidder’s Surety Company shall complete the “Certificate of Surety Company” which bidder shall submit with its bid.
- §7.1.4 In addition to the above requirements, the form of the security bond and the company shall have the approval of the Owner. The surety company shall have minimum ratings, and a financial size category appropriate to the project size as listed below and as shown in the latest report of Best’s Key Rating Guide, Property-Casualty, issued by A.M. Best Company, Oldwick, New Jersey.

Size	Rating	Financial Size
0 to 1 million	A-	IV
1 million to 5 million	A-	VII
5 million to 10 million	A-	VIII
10 million and over	A-	IX

- §7.1.5 The Bidder shall provide documentation that the Surety has fulfilled the requirements of P1.1996, Chapter 384. Should the Bidder elect to use a Surety which does not fulfill the minimum Best’s Key Rating above or is not rated by the A.M. Best Company, the Bidder must provide documentation, and any information required for the verification of presented documentation, that the surety is rated in one of the three highest categories by an independent, nationally recognized United States rating company in accordance to the “Administrative Procedure Act”.

The bond shall be maintained in full force for a period of twelve (12) months after the date of final acceptance by the Owner of the work, to guarantee that the Contractor will make good any faults and/or defects in the work arising from improper or defective workmanship or materials which may appear during that period.

MODIFICATIONS OF ARTICLE 8 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Delete Article 8 in its entirety and replace with the following language:

The form of Agreement is included in the Bid Documents – see Supplementary Conditions §1.1.1.





# AIA<sup>®</sup> Document A201<sup>™</sup> – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

**THE OWNER:**

*(Name, legal status and address)*

**THE ARCHITECT:**

*(Name, legal status and address)*

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503<sup>™</sup>, Guide for Supplementary Conditions.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

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

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

#### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's



capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

### **§ 3.8 Allowances**

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

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

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and



- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

### § 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

### **§ 5.3 Subcontractual Relations**

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

### **§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate



Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

## **§ 6.2 Mutual Responsibility**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

## **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The



Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

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

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

#### **§ 8.2 Progress and Completion**

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

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

#### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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

### **ARTICLE 9 PAYMENTS AND COMPLETION**

#### **§ 9.1 Contract Sum**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

## **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

## **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

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

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

## **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 9.5 Decisions to Withhold Certification**

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

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

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

#### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not

constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.



### **§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The



Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

Contractor's expense.

### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## **§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

##### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

##### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

##### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

##### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

##### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### **§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### **§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.



**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Sample



**MODIFICATIONS OF THE GENERAL CONDITIONS OF THE  
CONTRACT FOR CONSTRUCTION  
AIA DOCUMENT A201-2007**

**PRECEDENCE**

Wherever the Supplementary Conditions make deletions from, revisions to and insertions in the General Conditions, the provisions of the Supplementary Conditions shall take precedence over those of the General Conditions.

Note: The following supplements modify, change, delete from, or add to the "General Conditions of the Contract for Construction", AIA Document A201- 2007 edition. Where any Article of the General Conditions is modified or any Section, Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Section, Paragraph, Subparagraph or Clause shall remain in effect.

**MODIFICATIONS OF ARTICLE 1.  
GENERAL PROVISIONS**

§ 1.1 **BASIC DEFINITIONS**

Delete § 1.1.1 in its entirety and insert the following:

§ 1.1.1 **THE CONTRACT DOCUMENTS**

The Contract Documents consist of:

1. A-101 Owner Contract Agreement Form
2. A-201 General Conditions of the Contract for Construction (Provided in Specifications)
3. A-305 Contractor's Qualification Statement
4. A-310 Bid Bond
5. A-311 Performance Bond and Labor and Material Payment Bond
6. A-701 Instructions to Bidder
7. G-702 Application and Certificate for Payment
8. G-702A Continuation Sheet
9. G-704 Certificate of Substantial Completion
10. G-705 Certificate of Insurance
11. G-706 Contractor's Affidavit of Payment of Debts and Claims
12. G-706A Contractor's Affidavit of Release of Liens
13. G-707 Consent of Surety Company for Final Payment
14. G-805 List of Subcontractors
15. Agreement between the Construction Manager and the Owner (if applicable)
16. All Drawings, Specifications, and addenda thereto issued by the Architect prior to the submittal of sealed bids.
17. All Bidding Documents, including, but not limited to, the Instructions to Bidders, the Contractors Bid and the like, to the extent said Documents are not in conflict with these General Conditions of the Construction Contract.

The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and shall include Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes, and professional standards.

Modifications to the Contract may thereafter only be made by (1) a written amendment to the Contract signed by both parties; (2) a Change Order; (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect.

§ 1.1.2.1 Affirmative Action: The parties to this Contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the regulations promulgated by the Treasurer pursuant to PL 1975, Chapter I 27 as amended and supplemented from time to time, and the Contractor or Subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(a) of said regulations.

§ 1.1.2.2. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 7.4(a) and (b) of the regulations promulgated by the Treasurer pursuant to PL 1975, Chapter 127 as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of subsections 7.4(a) and (b).

#### § 1.1.7 INSTRUMENTS OF SERVICE

Add the following subparagraph:

The Contractors will purchase copies of the contract drawings and copies of the specifications for the execution of work from the Architect's office at a cost of **\$250.00** (1 set of drawings and 1 set of specifications). Contractors shall allow in their bids a sufficient sum to cover the cost of the documents which they will require for permit submission and general use.

Add the following Subparagraph:

#### §1.1.9 OWNER DISCLAIMER OF WARRANTY

The Owner has requested that the Architect prepare documents for the Project, including the Drawings and the Specifications for the Project, which are to be complete, accurate, coordinated, and adequate for bidding, negotiating and constructing the Work. However, the Owner makes no representation or warranty of any nature whatsoever to the Contractor concerning such documents. The Contractor hereby acknowledges and represents that it has not relied, and does not and will not rely, upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

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

Add the following Subparagraphs:

§ 1.2.4 Where the words "shown" or "shown on drawings" are used in the specifications, they shall be construed to mean "noted", "indicated", "scheduled", "detailed", or any other diagrammatic or written referenced made on the drawings.

§ 1.2.5 The use of the words "provide" or "provided" is intended to mean "furnish(ed)" and/or "connect(ed)", unless specifically indicated otherwise in the specification.

§ 1.2.6 Where the words "equal" or "equivalent" are used, each shall be construed to mean being same in value, measure, force, affect or significance and corresponding in position and function subject to the approval of the Architect.

§ 1.2.7 The terms "approved" or "approval" mean approval of the Architect.

§ 1.2.8 The terms "specification" or "specifications" shall mean all matter contained in the bound volume so entitled and related documents thereto.

§ 1.2.9 The terms “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed”, and words of like import shall imply the direction, requirements, permission, order, designation or prescription of the Architect and “approved”, “acceptable”, “satisfactory”, and words of like import shall mean approved by or acceptable or satisfactory to the Architect and “necessary”, “reasonable”, “proper”, “correct”, and words of like import shall mean necessary, reasonable, proper, or correct, in the judgment of the Architect.

§ 1.2.10 The term “Work” as used herein refers to Work normally done at the location of the project or to that done in shops remote from the site and includes all plant, labor, materials, supplied, equipment and other facilities and things necessary or proper for or incidental to the carrying out and completion of the terms of the Contract Documents.

§ 1.5 Delete § 1.5 in its entirety and replace with:

“The Drawings, Specifications and other documents prepared by the Architect for this project are the Property of the Owner, County of Ocean, and the Architect, and are instruments through which the Work to be executed by the Contractor is described.”

## MODIFICATIONS OF ARTICLE 2. OWNER

### § 2.1 DEFINITION

§ 2.1.1 Delete Subparagraph § 2.1.1 in its entirety and insert the following:

§ 2.1.1 The Owner is the County of Ocean. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 Delete Subparagraph § 2.1.2 in its entirety.

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

Delete Paragraph § 2.2 in its entirety.

§ 2.3 Delete Paragraph § 2.3 in its entirety and insert the following:

### § 2.3 OWNER’S RIGHT TO STOP WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, or equipment so as to be able to complete the Work within the Contract Time or disregards the instructions of the Architect or Owner when based on the requirements of the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner or the Architect to stop the Work shall not give rise to a duty on the part of the Owner or the Architect to exercise this right for the benefit of the Contractor or any other person or entity. For the purposes of this paragraph the Architect and/or the Construction Manager is specifically empowered to sign stop work order as described in this paragraph.

§ 2.4 Delete Paragraph § 2.4 in its entirety and insert the following:

### § 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect and Construction Manager’s additional services made

necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and/or Surety shall pay the difference to the Owner.

**MODIFICATIONS OF ARTICLE 3**  
**CONTRACTOR**

§ 3.1 GENERAL

§ 3.1.3 Delete Paragraph § 3.1.1 in its entirety and insert the following:

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

Add the following Subparagraph:

§3.1.4 No subletting of the award, or assignment of moneys due or to become due, shall be made without written consent of the Owner.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2. Delete Paragraph § 3.2. in its entirety including Subparagraphs § 3.2.1 through § 3.2.3 and insert the following.

§ 3.2.1 If any errors, inconsistencies or omissions appear in the Drawings, Specifications, or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained during the Bidding Period, the Contractor shall within ten (10) days after receiving written "Letter of Intent or Notice to Proceed" notify the Architect in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, he will be responsible for the results of any such errors, inconsistencies or omissions and the cost of rectifying same. The Architect shall make interpretations of this procedure and his decision will be final.

§ 3.2.2 Figured dimensions shall always take precedence over scale measurements and dimensions given at full size or large-scale details shall take precedence over smaller scaled measurements. Discrepancies shall be referred to the Architect in writing for adjustments before any work affected thereby has been performed. Contractor shall check and verify all measurements on project, shall be responsible for their corrections and fit, and make work in conformity with same.

§ 3.2.3 Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be the most costly) is intended and will be enforced. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect/Engineer in writing for a decision before proceeding. These may be shown on any plan, partial plan, in the Project Manual or in any Addenda.

§ 3.2.4 Where the word "similar" occurs on the drawings it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work. Where on any drawings or a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to other like portions of the work. Where detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs, and shall also apply to all other similar parts in the work unless otherwise indicated.

§ 3.2.5 Where the Architect must prepare "responses to Contractor's Requests for Information" (RFI's), where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or Project correspondence or documentation. The Owner will back-charge the Contractor for all costs associated with the

additional Contract Administration Services provided by the Architect.

- § 3.2.6 Contractor shall locate benchmarks and establish primary lines and levels. Contractor shall be responsible for layout, grades, elevations and lines specifically relating to his work. Contractor will verify all grades, elevations, lines, levels and dimensions shown on the drawings, and report any discrepancies or inconsistencies in the above in writing to the Architect and Construction Manager before commencing work. Contractor shall carefully protect benchmarks, surveyor's stakes, etc. from displacement or removal. Contractor shall perform this work in an orderly and timely manner without delay.
- §3.2.7 Each Contractor shall take his own measurements at the site verifying same with the drawings and with the construction in progress and will be held responsible for the proper fit of completed work in position.
- §3.2.8 All work shall be in accordance with the specifications. Noncompliance shall result in rejection of the bid or the stopping of the work.
- §3.2.9 Contractor shall determine, with the Architect and Construction Manager, prior to ordering materials, that location which will be suitable for delivery and storage of materials and equipment. This is dependent upon availability of space. All materials and equipment shall be kept in a secure area or removed from the job site when work is not actually in progress.
- §3.2.10 The Contractor shall be responsible for the condition of the buildings and shall at all times make adequate provisions to protect adjacent work and materials. He shall replace or put in good condition anything damaged in carrying on the work, and keep the premises free of unauthorized or objectionable persons. At the completion of the work, all surplus materials, equipment, and debris shall be removed from the premises.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Subparagraphs under § 3.3:

- § 3.3.4 The Contractor, when requested by the Architect or Construction Manager, shall meet the representatives of the Architect or Construction Manager at all times and furnish information requested, the Contractor shall allow the Architect or Construction Manager to inspect the work at all times. Neither the Owner, Architect, nor Construction Manager shall be liable to the Contractor for extra compensation or damages for interference or delays on account of such meetings, information or inspections so requested or other acts of the Architect or Construction Manager done in good faith and within the scope of their employment with the Owner.
- §3.3.5 Contractor shall locate benchmarks and establish primary lines and levels. Contractor shall be responsible for layout, grades, elevations and lines specifically relating to his work. Contractor will verify all grades, elevations, lines, levels and dimensions shown on the drawings, and report any discrepancies or inconsistencies in the above in writing to the Architect before commencing work. Contractor shall carefully protect benchmarks, surveyor's stakes, etc. from displacement or removal. Contractor shall perform this work in an orderly and timely manner without delay.
- §3.3.6 Each Contractor shall take his own measurements at the site verifying same with the drawings and with the construction in progress and will be held responsible for the proper fit of the completed work in position.
- §3.3.7 All work shall be in accordance with the specifications. Noncompliance shall result in the stoppage of the work.
- §3.3.8 Contractor shall determine, with the Architect, prior to ordering the materials, that location which will be suitable for delivery and storage of materials and equipment. This is dependent upon availability of space. All materials and equipment shall be kept in a secure area or removed from the job site when work is not actually in progress.
- §3.3.9 The Contractor shall be responsible for the condition of the building(s) and shall at all times make adequate provisions to protect adjacent work and materials. The Contractor shall replace or put in good condition anything

damaged in carrying on the work, and keep the premises free of all unauthorized or objectionable persons. At the completion of the work, all surplus materials, equipment, and debris shall be removed from the premises.

#### § 3.4 LABOR AND MATERIALS

Add the following Subparagraphs under § 3.4:

- § 3.4.4 The Contractor shall also furnish, erect and remove when no longer necessary or when directed to do so, necessary scaffolding including ladders, protections, hoists and other temporary structures or equipment for construction or work and shall furnish, erect and remove necessary shoring and be responsible for the safety and strength of same.
- § 3.4.5 All materials shall be of AMERICAN MANUFACTURE. Materials and workmanship shall, in every respect, be in accordance with the best modern practice and whenever the contract drawings, specification or directions of the Architect admit of a doubt as to what is permissible or fail to note the quality of any work, the interpretations which calls for the best quality work is to be followed. Materials installed as part of the permanent construction shall be new materials, except as may be otherwise herein specified/required.
- § 3.4.6 All materials delivered to the premises which are to form a part of the work are to be considered the property of the Owner and must not be removed without the Architect's consent; but the Contract shall remove and surplus materials upon completion of each phase of the work and as directed by the Architect.
- § 3.4.7 Where several brands, makes or manufacturers are listed as "approved" each shall be regarded as the equivalent of each other. Where only one is specified with "or equal" or "or equivalent", it shall be regarded merely as a standard. If the words "or equal" or "or equivalent" do not follow the specified products, it is intended that the product or products so specified are a criteria which serve the best interests of the Owner. If the Contractor desires to substitute a material not listed, he shall apply to the Architect, in writing, for approval and state credit or extra involved. He shall accompany his request with technical data and samples for the Architect's consideration. Where no brand name is specified, and material is referred to as "approved", it signified that the Architect must be consulted as to source from which the material will be secured and its quality. The Architect reserves the right to test and inspect any and all substitute materials to determine the quality, workmanship, operation and general suitability shall be borne by the Contractor.
- § 3.4.8 Not later than 10 days from the Contract Date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the General Requirements of the Specifications (Division 1) and, where applicable, the name of the installing Subcontractor.
- § 3.4.9 The Architect will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must confirm to such requirements.
- § 3.4.10 After the contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specification (Division 1).
- § 3.4.11 By making requests for substitution based on the above, the Contractor:
- a. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
  - b. Represents that he will provide the same warranty for the substitution that he would for that specified;

- c. Certifies that the cost data presented is complete and includes all related costs under this contract but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- d. Will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

§ 3.4.12 Progress Schedule - The Contractor shall submit to the Architect within 10 days of award of the contract a complete and realistic time schedule of all trades to complete the project.

§ 3.4.13 Insofar as practical or required to obtain a full warranty, except as otherwise specified or shown, the material or product of one Manufacturer shall be used throughout the work for each specified purpose.

§ 3.4.14 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in strict accordance with the Manufacturer's directions. Should such directions conflict with the Specifications, the Contractor shall request (in writing) clarification from the Architect before proceeding.

§ 3.4.15 No previous inspection or certificate of payment shall be held as an acceptance of defective work or materials or to relieve Contractor from the obligation to furnish sound materials and to perform good satisfactory work. The Architect shall be the sole judge of the materials and work furnished.

§3.4.15 TEMPORARY ITEMS. If boxes of the following subparagraphs (§3.4.15.1 -§3.4.15.20.2) are checked, they are mandatory requirements of the bid proposal and contract.

- §3.4.15.1 TOOLS AND SCAFFOLDING - All manner of scaffolding and tools required for the proper execution of work shall be provided by each Contractor, who shall maintain all in good working order and be responsible for the safety, use, maintenance, and care of same.
- §3.4.15.2 STORAGE SHEDS – All Contractors shall provide sufficient storage sheds for materials requiring shelter from the weather and locate same to make the best use of the space available on the property. Upon completion of the contract work all temporary field structures shall be taken down and the site restored to the satisfaction of the Architect. Location of temporary sheds or trailers shall be as directed by the Architect.
- §3.4.15.3 STORAGE AREAS – All construction sheds and material storage shall be confined within fenced areas. The Architect shall determine areas to be used for materials and shed. Contractor shall provide and erect a 6'0" high chain link fence around perimeter of material storage shed areas as directed by the Architect and maintain its repair during entire construction contract. Said fence shall have 4'0" high slat screen fence.
- §3.4.15.4 TEMPORARY TOILET – The Contractor shall provide and maintain sanitary temporary toilet at the site, located as directed, for use by those engaged in the work. Enclose and waterproof this temporary toilet; keep in constant sanitary approved condition. Remove from site and clean up when directed by Owner and Architect. No interior toilet facilities in building shall be used during any point of construction by any of the workers.
- §3.4.15.5 TEMPORARY WATER – The Plumbing Contractor shall make all necessary provisions for water required for construction for all trades as outlined in the specifications. All Contractors bidding on this project shall fully acquaint themselves with the requirements listed therein. The Contractor shall pay for all water used, if required.
- §3.4.15.6 TEMPORARY CONSTRUCTION FENCE – Around the building construction site, provide a 6'0" high fence, set 10'0" off building lines, all four sides. Maintain fence repair and upkeep during the entire construction contract. (By Contractor) Fence shall have 4'0" high slat screen in fence.

- §3.4.16 VENTILATION – During construction and up to the date of final acceptance, the Contractor shall be responsible for the opening and closing of windows and doors as may be necessary for the drying out of plaster and/or finished work and keep rain and snow out of the building and secure building as required.
- §3.4.17 TEMPORARY HEAT – (by Contractor)
  - §3.4.17.1 When temporary heat is required for the protection of the work during the construction of the project, the Contractor shall provide approved salamanders stoves with pipes to outside of building, or other approved heating apparatus, and shall provide adequate and proper fuel and maintain fires as required for protecting or drying out of work.
  - §3.4.17.2 Temporary heating apparatus shall be installed and operated in such a manner that the finished work will not be damaged thereby.
  - §3.4.17.3 Freeze-Up Protection – Each contractor shall be responsible for protection of his work against any damage, including damage by freezing. Should any damage be caused to his work, to the work of others, and/or the owner's property through failure to provide adequate protection, the contractor shall make good such damages at his own expense.
  - §3.4.17.4 The Contractor shall employ all techniques, provisions and labor required for the temporary heating needs of the areas of work.
- §3.4.18 TEMPORARY ELECTRICAL
  - §3.4.18.1 The Electrical Contractor will provide, pay for and maintain temporary light and power facilities as outlined in the specifications for electrical work. All contractors bidding on this project shall fully acquaint themselves with the requirements listed therein. The Contractor shall pay for all power consumed.
- §3.4.19 JOB OFFICES
  - § 3.4.19.1 Contractor shall furnish and maintain a construction trailer for the use of employees, the Architect, the Construction Manager etc.
  - § 3.4.19.2 Contractor shall furnish and maintain, in the contractor's trailer, adequate facilities for the Architect and his representative at the site. This building shall be equipped with a plywood drafting table, a stool, telephone, windows, and an electrical heater of sufficient capacity for heating the space, a light and an outlet.
  - § 3.4.19.3 All construction sheds and material storage shall be confined within fenced areas. The Architect shall determine areas to be used for materials and shed. Contractor shall provide and erect a 6'0" high chain link fence around perimeter of material storage shed area as directed by the Architect, and maintain its repair during entire construction contract. Minimum storage area is 40' x 60'.
- § 3.4.20 TELEPHONE (by Contractor)
  - § 3.4.20.1 The Contractor shall have a telephone provided and maintained in his job office from the beginning to the completion of the work. A suitable gong or bell shall be provided with this telephone so that it can be heard at any point on the site, or within the walls of the building.
  - § 3.4.20.2 This telephone shall be free for local business calls by other contractors or by persons having interest in the erection of the building and for outside calls charged at the telephone company's scheduled rates for subscribers, provided that the above parties reimburse the Contractor for calls made by them.



### § 3.5 WARRANTY

§ 3.5.1 Replace the word “may” with the word “shall” wherever “may” appears. Add the following Subparagraph under § 3.5:

§ 3.5.2 The Contractor represents that all manufacturer and supplier warranties shall run directly to or specifically assignable to the Owner. The Contract warrants that all portions of the work that will be covered by a manufacturer’s or supplier’s warranty shall be performed in such a manner so as to preserve all rights under such warranties. The Contractor hereby assigns to the Owner effective upon the termination of this contract all manufacturer’s and supplier’s warranties related to the Work, and the Contractor shall upon request of the Owner execute and document necessary to effectuate such assignment. If the Owner attempts to enforce a claim based upon a manufacturer’s or supplier’s warranty and such manufacturer or supplier refuses to honor such warranty based in whole or in part on a claim of defective installation by the Contractor, the Contractor shall be responsible for any resulting loss or damages incurred by the Owner as a result of the manufacturer’s or supplier’s refusal to honor such warranty. The Contractor’s obligations under this Subparagraph 3.5.2 shall survive the expiration or earlier termination of the Contract. The Contractor shall fully warranty all material and workmanship for the entire project for one year from substantial completion of applicable phases and acceptance by Owner unless otherwise indicated.

### § 3.6 TAXES

Add “Taxes paid by the Contractor shall also include unemployment, pension, social security, disability, and any and all other taxes imposed by local, county, state and federal authorities.”  
Add the following Subparagraph under § 3.6:

§ 3.6.2 The Owner is exempt from all taxes including Federal Excise Tax, fuel tax, transportation taxes and State Sales or Use Tax.

### § 3.7 PERMITS, FEES AND NOTICES

Delete from the beginning of the first sentence of Subparagraph § 3.7.1 “Unless otherwise provided . . .” through “. . .the Owner.” Replace with “The Contractor. . .” So that the beginning of this subparagraph reads “The Contractor shall secure the building permit . . .”

Delete Paragraphs § 3.7.4 and §3.7.5 in its entirety and insert the following.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. The Architect will promptly investigate such conditions and they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect’s determination or recommendation, the Contractor may proceed in Article 15, giving the required notice of his/her dispute and stating a claim in writing to the Owner and the Architect within 21 days after the Architect has given notice of its decision. The Contractor’s failure to submit said claim in strict conformance with Article 15 shall be deemed a waiver of the claim and the Contractor shall not be entitled to any compensation associated with the claim.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Architect. The Contractor shall continue to suspend such operations until otherwise instructed by the Architect but shall continue with all other operations that

do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. The Contractor's failure to submit said claim in strict conformance with Article 15 shall be deemed a waiver of the claim and the Contractor shall not be entitled to any compensation associated with the claim.

Add the following Subparagraph under § 3.7.5:

§ 3.7.6 The Contractor must maintain such soil and erosion control measures as necessitated by existing site and climate conditions in accordance with State and Federal regulations so as to prevent any damage to the site and adjacent properties.

§ 3.8. ALLOWANCES

Add the following Subparagraph under § 3.8.2:

§ 3.8.3. The Contractor shall secure proposal and provide submittal data for allowance items required by the Contract allowing adequate time for the Owner's selection to be made without delays to the Work. Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 In situations in which the Contractor has provided a unit price for an allowance quantity identified in the bid documents, the unit price shall include all of the costs identified in Section 3.8.2.1 and the costs for unloading and handling at the site, installation, overhead, profit, and other expenses associated with the item. If the quantity of items included in the allowance is not used or is exceeded during the Project, the Contract Sum shall be decreased or increased based upon the unit price amount by Change Order.

§ 3.9.1 SUPERINTENDENT

Rename the Section "CONTRACTOR'S SUPERINTENDENT"

Delete Paragraph 3.9 in its entirety. And add the following Subparagraph:

§ 3.9.1 The Contractor shall employ a competent full time construction superintendent or foreman and any necessary assistants to oversee their own work and the work of their sub-contractors and who shall be in attendance at the Project site during performance of the Work on a daily basis. The superintendent/foreman shall represent the Contractor, and communications given to the superintendent/foreman shall be as binding as if given to the Contractor. All communications shall be confirmed in writing. A hard copy shall be retained at all times. The superintendent/foreman shall not be a Subcontractor acting as the Contractor's representative.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent/foreman. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent/foreman or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Notwithstanding the above, the Owner and Architect reserve the right to notify the Contractor of their reasonable objection to the superintendent/foreman after the 14 day period based upon their performance or failure to perform their duties and responsibilities.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection and shall promptly replace the superintendent/foreman objected to by the Owner and Architect pursuant to Section 3.92. The Contractor shall not change the superintendent/foreman without the Owner's consent, which shall not unreasonably be withheld or delayed. The Contractor's superintendent/foreman will at all times be subject to the approval of the Architect and Owner. The Architect and the Owner reserves the right to require the contractor to replace the superintendent/foreman if, in the opinion of the Architect and Owner, the superintendent/foreman is not performing satisfactorily.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Delete Paragraph 3.10 in its entirety and insert the following:

§ 3.10.1 Contractor shall, within twenty (20) calendar days after issuance of a Letter of Intent or Notice to Proceed, prepare and submit for the Owner's and Architect's information, and the Construction Manager's approval, an estimated, detailed, coordinated Contractor's Construction Schedule along with a coordinated, detailed submittal schedule, in accordance with Article 3.12.12, for the work of the entire Project. SEVEN (7) calendar days after the Construction Manager receives the Contractor's Construction Schedule, the President of the Company or Corporation and the Construction Manager shall meet to review, coordinate and sign off on an agreed upon Contractors' Construction Schedule. The schedule shall not exceed time limits current under the Contract Documents for substantial completion of the entire Project. The Contractor's Construction Schedule shall be updated at least every 30 calendar days or updated as often as deemed necessary by the Architect or Construction Manager. Upon 4 working days of such request by the Architect or Construction Manager, the Contractor shall submit an updated Contractor's Construction Schedule. The updated Construction Schedule will be reviewed at each Job Meeting and the Contractor is required to have a representative present at the Job Meeting with written authorization from the President of the Company or Corporation to review and sign-off on any approved changes to the agreed upon, updated Construction Schedule. Failure by the Contractor to provide schedule updates in the time required shall result in a reduction in the Contractor's Contract Amount of **TWO HUNDRED AND FIFTY (\$250.00) DOLLARS** per each occurrence. Any acceleration of the Contractor's Construction Schedule shall be agreed upon and approved by the Construction Manager after consultation with the Owner and Architect.

§ 3.10.2 In the absence of a signed change order approving an extension of time, all Contractor Construction Schedule updates must show substantial completion date consistent with the date required in paragraph 8.1.5 of these Supplementary General Conditions. Changes in logic or duration shall not be made, except for good cause, and shall not result in an extension of the time for substantial completion. In the event certain aspects of the work fall behind the Contractor's Construction Schedule, the Contractor shall develop a recovery plan to revise logic, add manpower resources to reduce durations, expedite procurement or advance start of activities, to get the project back on a schedule that will assure completion in accordance with the substantial completion date.

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

Add the following Subparagraphs under § 3.12:

§ 3.12.11 Reference to procedures concerning Submittals shall be construed to incorporate all submittals including Contractor's Submittal Schedule of all products (to be received by the Architect within 30 days of Contract award), Submittal Matrix, Manufacturer's published literature, shop drawings, samples, concrete mix, design and other data.

§ 3.12.12 Submittal Schedules shall be prepared and incorporated into the Contractor's Construction Schedule as indicated in article 3.10.1. Contractor shall include the following considerations when preparing the submittal schedule so that approved products are at the project site ready for installation in accordance with the time established in the Contractors' Construction Schedule to avoid delays.

- (a) Time frame when the item is needed at the Project.
- (b) Time necessary to produce the product.
- (c) Lead time required to prepare the submittal.
- (d) Time required for the Contractor to review, approve, sign and date the submittal.
- (e) Time for the Construction Manager, the Architect and his Engineer to review the submittal.
- (f) The number of Subcontractor's affected by the information contained in the submittal.
- (g) Time necessary to correct and resubmit if original submittal is not approved.
- (h) Submittal of all color samples within adequate time for review, selection and coordination with other products requiring earlier installation and/or longer lead times for ordering.

- (i) Grouping of related submittals for coordination.
- (j) All color samples for finish work shall be submitted within sixty (60) calendar days after issuance of a Letter of Intent or Notice to Proceed for review, coordination and approval by the Architect.

§ 3.12.13 Submittals shall indicate materials, dimensions, seismic bracing in accordance with BOCA Chapter 16 Article on Earthquake Loads, and job conditions, including clearances required in relationship with the work of their trades. Contractor shall be responsible for verification of existing conditions and coordinating with the work of other trades. Drawings shall be of sufficient size and drawn to sufficient scale to clearly show all details.

§ 3.12.14 Submittals of Shop Drawings and other data, where possible, shall be submitted in the form of reproducible transparency, maximum 30" x 42" in size. Catalog and other printed matter shall be submitted in four (4) copies, except five (5) copies where Engineering Consultants are concerned. Each reproduction transparency shall be accompanied by three (3) white prints, except four (4) white prints where Engineering Consultants are concerned.

§ 3.12.15 Submittals shall contain a Contractor's stamp of approval, signed and dated by the submitting Contractor, prior to submission to the Construction Manager and the Construction Manager's transmittal of the submittal to the Architect. Such stamp of approval by the Contractor shall be confirmation that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals. The Contractor shall also note in writing to the Construction Manager for transmittal to the Architect, all deviations to the Contract Documents. **SUBMITTALS WILL NOT BE REVIEWED BY THE CONSTRUCTION MANAGER, THE ARCHITECT OR HIS ENGINEER UNLESS THEY CONTAIN SUCH A STAMP CONTAINING THE WORDS "REVIEWED AND APPROVED" ACCOMPANIED BY THE CONTRACTOR'S SIGNATURE AND DATE.**

§ 3.12.16 The Architect's review is for conformance with the Design Concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Project Manual, Drawings, Addenda, and Bulletins. No departures there from, are to be considered as authorizing extra work. The Contractor remains responsible for materials, dimensions, details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication process for techniques of assembly, for performing this work in a safe manner, and of coordinating this work with that of all other trades.

### § 3.13 USE OF SITE

Add the following Subparagraphs under § 3.13:

§ 3.13.2 Contractors shall use the site in a manner that will cause minimum interference and maximum safety. Contractor must have prior approval of the Architect, Construction Manager and Owner for locations of stored materials, access trailer locations, etc.

§ 3.13.3 In addition to site utilization limitations and requirements shown on Drawings and indicated by other Contract Documents, Contractor shall administer allocation of available space within Construction area shown equitably among Subcontractors and other entities needing access and space, so as to produce best overall efficiency in performance of total work of Project. Contractor shall schedule deliveries so as to minimize time and space requirements for storage of materials and equipment on site.

§ 3.13.4 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that

public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions.

§ 3.13.5 The Contactor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld at the sole discretion of the Owner.

§ 3.13.6 The Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

#### § 3.14 CUTTING AND PATCHING

Add the following Subparagraphs under § 3.14:

§ 3.14.3 Except as otherwise provided, Contractor shall do all cutting, drilling, removal, cleaning, servicing, repairing, reroofing, patching, rehangng, and restoration that may be required in connection with his work. Contractor shall pay for the restoration of existing conditions and work of others damaged by his actions. Contractor shall be responsible for maintaining all existing warranties.

§ 3.14.4 Existing Warranties: Replace, fit, patch and repair materials and surfaces cut or damaged by methods and with materials required to restore surfaces to original conditions and in conformance with manufacturer's requirements in such a manner as not to void or compromise any warranties required or newly existing.

§ 3.14.5 Concealed utilities, structural elements and hazards: Prior to cutting and demolition work, Contractor shall survey and locate utilities, structural elements and hazards using locator / detection equipment. Promptly submit a written report to the Architect describing the nature and extent of any conflicts with the intended function or design of the work. Do not proceed with work until such conflicts are resolved.

§3.14.6 Each Contractor who requires an opening, chase, or other provisions for his work in construction shall furnish full information by drawings or in writing, of size and location to the Construction Manager in ample time for such provisions to be made.

§3.14.7 Should cutting in construction be necessary because of failure to furnish such information or items in time, then it shall be done by the Contractor requiring the opening. Repairs and making good thereafter shall be done by the Contractor in whose work such cutting was done and shall be paid for by Contractor doing the cutting. This provisions does not relieve any Contractor from keeping himself informed as to openings, chases, and otherwise, nor from being jointly responsible for the correctness thereof with other Contractors.

§3.14.8 Contractors will build into their work sleeves for any and all items furnished. Openings, chases, cutting, or digging under bearing walls, trusses, girders, or similar structural items, shall be avoided and Contractor who provides, builds or does such work shall be held responsible for changes if required and for damage and repairs resulting from failure to observe this provision.

§3.14.9 Should any construction be installed outside of regular and usual working hours, then due notices shall be given all other Contractors, or entire responsibility shall be assumed by Contractor installing the work should cutting become necessary.

§ 3.14.10 All drilling and patching for expansion bolts, hangers and other supports shall be done only after approval of Architect.

#### § 3.14.11 CONCEALED MECHANICAL WORK IN BUILDING

§ 3.14.11.1 All mechanical work shall be concealed.

§ 3.14.11.2 Mechanical work such as pipes, conduit, outlet boxes, etc., shall be installed before walls are raised. The Contractor shall do all cutting of all units as necessary to conceal such work. Holes for outlet boxes and pipes

shall be neatly cut and no larger than necessary. No pieces of block will be permitted in any part of the finished walls except such as will be needed to preserve the masonry bond.

§ 3.15 CLEANING UP

Add the following Subparagraph under § 3.15:

§ 3.15.3 Contractor with whom the Owner has a direct Contract, shall be responsible for removal of all his debris and excess material. Contractor shall be responsible for keeping all the emergency exits, all project construction areas, streets, sidewalks and adjacent property clean, free of debris, dirt, unusable materials, garbage, etc. all times until Project is accepted by the Owner.

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

§ 3.15.5 The Contractor shall leave the completed work in conditions for occupancy by the Owner such that no cleaning, waxing, polishing or other janitorial operations are required.

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

§ 3.18 INDEMNIFICATION

Delete Subparagraph 3.18 in its entirety and insert the following:

§ 3.18.1 The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

§ 3.18.2 These Indemnification provisions shall survive the termination of this Contract.

**MODIFICATIONS OF ARTICLE 4.**  
**ARCHITECT AND CONSTRUCTION MANAGER**

§ 4.2 ADMINISTRATION OF THE CONTRACT

Delete Paragraph § 4.2 in its entirety and add the following language:

Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in these Contract Documents shall not be restricted, modified, or extended in any way without the written consent of the Owner. The Construction Manager and the Architect shall provide administration of the Contract and shall oversee timely completion of the work as described in the Contract Documents on time and within the budget established by the Owner. The Construction Manager and Architect will be the Owner's representative during construction and until a final Certificate of Occupancy is issued by any and all authorities having jurisdiction thereto, including but not limited to, any state or federal authorities having jurisdiction to determine fitness for occupancy of the facility.

**MODIFICATIONS OF ARTICLE 5**  
**SUBCONTRACTORS**

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

Delete Paragraph § 5.2.1 and replace with the following.

§ 5.2.1 The Contractor shall furnish in writing to the Construction Manager for review by the Owner and the Architect at one time the names of all persons and/or entities with whom the Contractor is subcontracting to perform portions of the work within twenty (20) calendar days after being awarded a contract. The portion of the contract work to be performed by persons and/or entities under subcontract shall not exceed sixty-five (65) percent of the work under contract. This shall be verified by affidavit.

§ 5.3 **SUBCONTRACTUAL RELATIONS**

Add the following Subparagraph under § 5.3:

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

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

**MODIFICATIONS OF ARTICLE 6.**  
**CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS**

§ 6.1 **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTOR**

Delete Paragraph § 6.1.3 and replace with the following:

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

§ 6.2 **MUTUAL RESPONSIBILITY**

Delete Paragraph § 6.2.3 and replace with the following:

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

§ 6.2.6 Contractors are required to cooperate fully with each other in the manufacturing, assembling and erection of the Work in order to avoid delay and to insure first class workmanship. Where the Work of one Contractor requires the installation of work by another, ample advance notice shall be given to such other Contractor and sufficient time allowed for the installation of his work. No closing in or covering up will be permitted until all work has been completed and inspected.

§ 6.2.7 If, through acts of neglect on the part of one Contractor, any other Contractor or Subcontractor shall suffer loss or damage of the work, the Contractor causing the loss or damage agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner and/or Architect on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save

harmless the Owner and/or Architect and/or Construction Manager against any such claim.

§ 6.2.8 The Contractor shall lay out all interior partitions and all finished floor levels to define the spaces and give locations of doors as a guide for other trades. Partitions shall be marked out on concrete floor or by stakes along the center of partitions if no concrete has been laid.

**MODIFICATIONS OF ARTICLE 7.**  
**CHANGES IN THE WORK**

§ 7.1 GENERAL

Delete Paragraph § 7.1.1 in its entirety and add the following:

§ 7.1.1. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

Add the following new Paragraphs after §7.2.1

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

§ 7.2.3 Any change in work authorized in writing by the Owner and Architect that will require a change in the cost of the work, wither an additive or deductive change in cost, shall show a complete cost breakdown of labor, material, equipment and insurance, and appropriate overhead and profit.

§ 7.2.4 When a Change Order involves both additions and deletions in material, the net quantity is to be determined and the appropriate overhead and profit is to be applied to the net quantity.

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

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

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



§ 7.3 CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES

Delete Paragraph § 7.3.4 in its entirety

Add the following new Paragraphs after §7.3.10

- § 7.3.11 The allowance for additional services, overhead and profit included in the total cost to the Owner, including bonds, insurance, bookkeeping, clerical, estimating, superintendence, bonuses, project management, and all other items of indirect cost or overhead shall not exceed the following:
1. For the Contractor, for any work performed by the Contractor's own forces, five percent (5%) of the cost. (5% overhead and 5% profit)
  2. For the Contractor, for work performed by his Subcontractor, five percent (5%) of the amount due the Subcontractor.
  3. For each Subcontractor or Sub-Subcontractor involved, for any work performed by that Contractor's own forces, five percent (5%) of the cost.
  4. For each Subcontractor, for work performed by his Sub-Subcontractors, five percent (5%) of the amount due the Sub-Subcontractor.
  5. Overhead and profit shall include all Contractors' costs, including preparation cost for preparing Change Orders and including contractor's contribution to Prevailing Wage (estimated 10% of prevailing wage). Bond shall be two (2%) percent of construction cost.
  6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their property can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over One Hundred Dollars (\$100.00) be approved without itemization.

**MODIFICATIONS OF ARTICLE 8.**

**TIME**

§ 8.3 DELAYS AND EXTENSIONS OF TIME

Delete Paragraph § 8.3 in its entirety and insert the following:

§ 8.3.1 The contract shall be in effect for **One Hundred Twenty (120) Days** from date of award or until delivery is complete unless otherwise stated. Except as noted otherwise, the Contractor shall not be entitled to any increase in the Contract Sum or any payment or compensation of any kind from the Owner for direct, indirect, or impact damages, including but not limited to costs of acceleration or for loss of revenue, overhead or profit, arising because of hindrance or delay from any cause whatsoever, whether such hindrance of delay be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Instead, as its sole right and remedy with respect to such hindrance or delay the Contractor shall be entitled only to extensions in the Contract Time. For the purposes of delays and extensions of time, the date of the commencement Work shall begin upon the issuance of any permits, approvals, and or licenses required by any government agencies necessary to begin the demolition and/or construction of the Work.

§ 8.3.2 This Paragraph does not preclude the recovery of damages for delay by Owner under other provisions of the Contract Documents except as specifically provided herein.

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

#### § 8.4 TIME OF COMPLETION - DELAY - LIQUIDATED DAMAGES

Add the following Paragraph § 8.4 and Subparagraphs § 8.4.1 through § 8.4.6:

- § 8.4.1 In the event of the failure of a Contractor or Contractors to complete the said work within the time stated in its proposal, and in accordance with Article 8.1, the Contractor or Contractors shall each be liable to the Owner in the sum of **FIVE HUNDRED (\$500.00) DOLLARS** per day for each and every calendar day that the said work remains incomplete. This sum shall be treated as liquidated damages (and not a penalty) for the loss to the Owner of the use of premises in a completed state of construction, alteration or repair, and for added administration and inspection costs to the Owner on account of the delay; provided, however, that the said liquidated damages shall be in addition to other consequential losses or damages that the Owner may incur by reason of such delay, such as, but not limited to, reasonable attorney's fees, all additional consequential Architectural and Engineering fees incurred including, but not necessarily limited to, additional design work, submittal reviews, correspondence, inspections, job meetings, reviewing applications for payment, punchlists, and similar services, etc. by the Owner after the scheduled date of substantial completion as indicated in article 8.1.5, other added costs of the project and the cost of furnishing temporary services, if any. Any such sums for which the Contractor is liable may be deducted by the Owner from any monies due or to become due to the Contractor.
- § 8.4.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work herein is a reasonable time, taking into consideration the average climatic range and unusual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration of the awarding of its contract, to pay the Owner the amount specified in the contract, not as a penalty but as liquidated damages for breach of contract as hereinafter set forth, for each and every calendar day that the contractor may be held in default after the stipulated date in the contract for completing the work.
- § 8.4.3 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain, and said amounts shall be retained by the Owner as necessary to cover projected untimely completion of the contract work due to Contractor-caused delays.
- § 8.4.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.
- § 8.4.5 The Contractor shall not be charged with liquidated damages, or any excess cost when the Owner determines that the contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the work is due:
- a. To any preference, priority or allocation order duly issued by the government;
  - b. To unforeseen cause(s) beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner which acts are contrary to the terms of such contract, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; and
  - c. To any delays of Subcontractors or Suppliers occasioned by any of the causes specified in the immediately preceding subsection (a) and (b).
- § 8.4.6 The Contractor shall, within five calendar days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner in writing of the

causes of the delay. The Owner shall first ascertain the facts and the extent of the delay and shall notify the Contractor within a reasonable time that good cause has been shown to warrant the granting of such extension. The Owner's determination shall be final and binding, providing that said discretion is done in good faith and consistent with all of the terms herein.

## MODIFICATIONS OF ARTICLE 9. PAYMENTS AND COMPLETION

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Delete the first sentence of Subparagraph § 9.3.1 and replace with the following.

§ 9.3.1 At least 35 days before the Meeting of the Board of Chosen Freeholders of the County of Ocean at which any Project Certificate of Payment supplied by the Architect is to be considered the Contractor shall submit to the Construction Manager an itemized Application for Payment for Work completed in accordance with the schedule of values upon which the Project Certificate of Payment is to be based.

§ 9.3.2 Delete the first sentence of Subparagraph § 9.3.2 and replace with the following.

§ 9.3.2 Payments shall not be made on account of materials and equipment delivered and stored at the site before incorporation in the Work.

§ 9.3.4 Add the following Subparagraph 9.3.4:

§ 9.3.4 Contractor further warrants that upon submittal of an Application for Payment, all Subcontractors and Sub-Subcontractors who performed work for which certificates of payment have been previously issued and payments received from the Owner have in fact been paid for such work.

.1 Contractors hereby waives any right which it may have to assert a mechanics' or other lien against the work, the project site, and any improvements thereon. Further, the Contractor shall cause a similar waiver to be included in all of its Subcontract and Sub-Subcontracts. Contractor shall also execute a separate waiver of liens if so requested by the Owner.

.2 Contractors shall defend, indemnify, and hold Owner and Architect harmless from and against any and all claims, actions and proceedings arising out of or related to any liens asserted against the work, the project site and any improvements thereon, or the payments due the Contractor under this agreement. As complete indemnification is intended, all costs and expenses, including reasonable attorney's fees, incurred by the Owner and Architect in enforcing this provision shall be reimbursed by the Contractor to the Owner.

### § 9.4 CERTIFICATES FOR PAYMENT

Delete Subparagraph § 9.4.1 and § 9.4.2 and insert the following:

§ 9.4.1 The Construction Manager will assemble a Project Application for Payment by combining the Contractor's application with similar applications for progress payments from other contractors and, after certifying the amounts due on such applications, forward them to the Architect for review. Applications for Payment shall be submitted by the Contractor 35 days before the Meeting of the Board of Chosen Freeholders of the County of Ocean at which any Project Certificate of Payment supplied by the Architect is to be considered. The Construction Manager will submit the Project Application for Payment to the Architect 10 days after receipt. The Architect will check and submit Project Certifications of Payment 16 days before the Meeting of the Board of Chosen Freeholders where the Certificate is to be considered. Payments will be made upon approval of vouchers submitted by the Contractor in accordance with the AIA Document G702 Application for Payment.

§ 9.4.2 Monthly payments are to be made on contract in an amount equal to 98% of the contract value as work is completed and material delivered and stored at the site. The remaining 2% will be paid after full completion and final acceptance of the work, upon submission by the Contractors of releases of lien by all Subcontractors, Vendors and others involved. All punch list items must be fully completed before the final acceptance is made.

§ 9.4.3 Delete the end of this Paragraph beginning with “However, the issuance of a separate Certificate . . . paid on account of the Contract sum.” Add the following Subparagraphs:

§ 9.4.3 Neither the foregoing nor any provisions of the Contract Documents, nor any special guaranty time limit shall be held to limit the Contractor’s liability in accordance with the law of the County of Ocean, State of New Jersey.

§ 9.4.3.1 Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Chosen Freeholders and subject to the Board of Freeholders customary procedures.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 Add the following Subparagraph 9.5.1:

- .8 Failure of Contractor to correctly and accurately represent the work performed in a payment request, Contractor’s failure to use funds previously paid to the Contractor to pay Project related obligations, claims made, or likely to be made against the Owner or its property, loss caused by Contractor or its subcontractors, failure or refusal to perform obligations to Owner.

#### § 9.6 PROGRESS PAYMENTS

Delete Paragraph § 9.6.1 in its entirety and insert the following

§9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Notwithstanding Certification by the Architect, the Owner may refuse to make payment based on any default by the Contractor including, but not limited to those defaults set forth in Subparagraphs 9.5.1 through 9.5.7. The Owner shall not be deemed in default by reason of withholding payment while any of such default by the Contractor remain uncured. The Owner will not pay interest or late fees regardless of language provided.

Add the following new subparagraph after §9.6.1

§ 9.6.1.1 The Owner will issue timely payments to Contractors in accordance with the requirements of "The Prompt Payment Act", N.J.S.A. 2A:30A-1, et. seq. Contractor is hereby notified that the County of Ocean, as a public entity, requires all payments to be approved at scheduled public Board of Chosen Freeholder’s meetings. The vote on authorization for payments will be made at the first public meeting of the Board following the Board’s receipt of the Architect’s authorization for payment, and paid during the subsequent payment cycle. Disputes regarding whether the Owner has made payments in accordance with the Prompt Payment Act, may be submitted to mediation

Delete Paragraph § 9.6.6 in its entirety and insert the following

§9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents or constitute a waiver of any claims the Owner may have against the Contractor.

## § 9.7 FAILURE OF PAYMENT

Delete Subparagraph § 9.7.1 in its entirety.

## § 9.8 SUBSTANTIAL COMPLETION

Delete Paragraph § 9.8.1 in its entirety and insert the following

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is date certified by the Architect to be sufficiently complete in accordance with the Contract Documents so that the Owner can fully occupy and utilize the Work for its intended use with all of the project's parts and systems operable, and usable by the Owner and all parts systems, and the work are one hundred percent (100%) complete and cleaned for the Owner's full use. However, as a condition precedent to Substantial Completion, the Owner must receive all certificates of occupancy and any permits, approvals, license, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the portion of the Project to be occupied. As Only incidental corrective work under "punch lists" and final cleaning (if requested) beyond cleaning needed for the Owner's full use may remain for Final Completion. No work beyond Substantial Completion can in anyway interfere with the Owner's operation within the building or portion thereof.

§ 9.8.2 Delete the last portion of this of Subparagraph § 9.8.2. beginning "When the Work or designated portion thereof is substantially complete. . ." through the end of this Subparagraph and replace with the following.

"The Architect shall fix the time within which the Contractor shall finish the items on the list in accord with § 9.10.5. When the Work or designated portion thereof is deemed substantially complete by the Architect, the Architect will prepare a Certificate of Substantial Completion, which shall state the Architect's recommended date of Substantial Completion, together with the Architect's recommended division of responsibilities, if any, of the Owner, Contractor, Architect, and Construction Manager, for security, maintenance, heat, utilities, damage to the Work and insurance. The Architect, Construction Manager, and Owner will jointly review the Certificate of Substantial Completion prepared by the Architect and agree on the date of Substantial Completion. Warranties required by the Contract Documents shall not commence on the date of Substantial Completion, but instead will commence upon final acceptance by the Owner.

§ 9.8.3 Delete this Subparagraph § 9.8.3. in its entirety. Add the following Subparagraph.

§ 9.8.6 Upon job completion, a final inspection will be made by the materials manufacturer's representative, the Contractor, the Construction Manager, the Architect, and a designated representative of the Owner. No payment will be authorized for work done until such inspection has been made, and all work is found to have been performed in accordance with the specifications and to the satisfaction of the Owner.

## § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 Delete this Subparagraph from ". . . provided the owner and Contractor have accepted in writing . . ." through the end of the Subparagraph.

Add the following Subparagraphs under § 9.9:

§ 9.9.4 The Owner at its election, may occupy any portion of the project as the work in connection therewith is completed to such a degree as will, in the opinion of the Owner, permit its use.

§ 9.9.5 Such partial occupancy shall not constitute a waiver of Owner's right under the Contract Documents nor shall partial occupancy relieve the Contractor of his obligation or duties except as specifically set forth in this section.

§ 9.9.6 The Owner will, prior to such partial occupancy, give notice to the Contractor thereof, and such occupancy shall be based upon the above terms.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Delete the portion of the last sentence that reads “. . .conditions listed in Section 9.10.2 . . .” and replace with “all conditions listed in this Paragraph § 9.10”.

§ 9.10.3 Delete Subparagraph § 9.10.3.

Existing Subparagraph § 9.10.4 becomes new § 9.10.3. Delete this last sentence of this Subparagraph beginning “Such waivers. . .” and ending with “. . .in Section 4.7.5.”

Add the following Subparagraphs § 9.10.4 through § 9.10.6

§ 9.10.4 Prior to final payment, Contractor will submit all documents required by the Contract Documents, including:

1. Supplemental Attachment for Accord Certificate of Insurance - AIA Document G715.
2. Affidavit of Payment of Debts and Claims - AIA Document G706.
3. Affidavit of Release of Liens - AIA Document G706A.
4. Consent of Surety to Final Payment - AIA Document G707.
5. Certification of Paid Wages in accordance with NJ Prevailing Wage Act.
6. Maintenance Bond in form as bound herein.
7. As-Built drawings on Mylar.
8. Maintenance Manuals and Instructions.
9. Special written guarantees and warranties in addition to the one-year guarantee covered by Maintenance Bond. Guarantee shall be signed and sealed by Officer of the Contracting Firm and shall be notarized.
10. Final Certificate of Approval
11. County Payment Voucher

§ 9.10.5 After the final punch list is sent to the Contractor, he shall complete all work within thirty (30) calendar days from the date of the list. This shall include all unfinished work, testing, adjusting, balancing and regulating all systems; providing all test reports instructions to Owner; maintenance manuals; certificates of approval, as-built and completion of all required forms.

§ 9.10.6 Final Certificate of Occupancy: The Contractor shall list on his Requisition for Payment a line item: Close Out Documentation, which shall be five percent (5%) of Construction Cost. Said five percent (5%) shall be paid upon receipt of final Certificate of Occupancy.

Add the following Paragraphs § 9.11 through § 9.

§ 9.11 GUARANTEE -Neither the final certificate of payment nor any provisions in the contract documents, nor partial or entire use of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the contract documents. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one (1) year from the date of final certificate of occupancy. Should additional bonds or guarantees be required under any division of the specifications, such bonds and guarantees shall be in addition to the guarantee stated herein.

§ 9.12 MAINTENANCE BOND – After final inspection and acceptance of the work by the Owner and Architect and prior to acceptance by the Owner, the Contractor shall furnish a one year maintenance guarantee in the amount of one hundred percent (100%) of the final total contract cost, in the form of a certified check upon a National and State Bank located in New Jersey or a maintenance bond for the same amount guaranteeing faithful compliance with the guarantee noted above.

§ 9.13 CLOSE-OUT DOCUMENTS - All Contractors shall provide a line item of A.I.A. Form G702 and G702A, Application and Certificate for Payment, for Close-Out Documentation. This line item shall be five percent

(5%) of the original contract sum. The Close-Out Documentation funds shall not be released until all Punch List items have been completed and the Owner has received Final Certificate of Occupancy from all governing agencies.

§ 9.13.1. The Contractor shall schedule a meeting at the job site with his consultants, other prime contractors, the facility user, the County Director of Management and Budget, the appropriate County Department, the Architect and their consultants. The purpose of this meeting will be a final review prior to receiving the final certificate of occupancy and close-out of the project (100%).

The meeting shall include, but not be limited to, review of all equipment and operation of the same, lighting requirements, HVAC equipment, sprinkler systems, period maintenance schedule, manuals, schedules, warranties, etc.

This process shall be part of the basic services under the contract.

§ 9.14 The periods covered by the guarantee shall commence with the date of making and acceptance of the final payment. The Contractor shall furnish material manufacturer's full warranties to the owner upon completion of all work.

### **MODIFICATIONS TO ARTICLE 10.** **PROTECTION OF PERSONS AND PROPERTY**

#### **§ 10.1 SAFETY, PRECAUTIONS AND PROGRAMS**

Add the following Subparagraph after § 10.1.:

§ 10.1.2 **ACCIDENTS, INJURIES, DAMAGES** If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the Owner in order to construct, erect, inspect, make delivery or remove property hereunder, the Contractor hereby covenants and agrees to take, use, provide and make all property, necessary and sufficient precautions, safeguards and protections against the occurrence or happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Owner from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any governmental ordinance, regulation, or the laws of the State, or the United States, while said work is in progress regardless of whether or not caused in part or whole by the Owner.

§ 10.1.3 Neither the Owner nor the Architect nor the Construction Manager will be responsible for providing a safe working place for the Contractors, their Subcontractors or their employees, or any individual responsible to them for the work.

§ 10.1.4 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 construction contractor or other entity or their employees in connection with their work or any health or safety precautions. 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, the Architect, the Construction Manager and the consultants to any and all of them shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

§ 10.1.3 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract:

.1 Each Contractor must fully comply with the job safety requirements in addition to all Federal, State and Local safety guidelines.

.2 The Contractor will serve as the overall Project Safety Coordinator and shall be responsible for all issues of safety and protection. The Contractor shall also designate a safety person at the job site from Notice to Proceed to contract completion. The designated safety person shall be responsible for the safety of their work and for their workers and to make continuous inspections for all safety issues relating to his work. The Owner and their representatives, including, but not limited to the Architect are not responsible for safety on this project but will endeavor to promote safety. The Contractor must comply with job Safety Requirements in addition to OSHA and local agency requirements. Failure to comply with safety issues will be grounds for withholding of payments.

.3 Contractor will comply with all reasonable requests of the Owner with respect to additional security and protections required for work interfacing with facility operations. Safety is of utmost importance on this project and all issues relative to safety and protection of the Facility, Staff and Occupants will be treated as emergency needs and will not be subject to the 7 day notice requirements of Article 14.

.a Adequate protection will be installed around the entire area of any and all earthwork, trenches, excavations, etc. and will be maintained until the work is complete.

.b If this is a hardhat job, identifying hard hats shall be worn at all times.

.c Hot work permits will be issued by foreman for all activities involving open flame.

.4 The proper execution of the required safety provisions is directly related to the general condition safety line item on the schedule of values. The failure to provide a competent person on site to properly identify and take immediate corrective action may result in deductions to the general condition safety line item of the schedule of values.

.5 The Contractor shall be responsible for the immediate investigation and resolution of all safety and environmental complaints/issues generated by Contractor employees, Owners, Owner's representatives or the public.

.6 The Contractor shall maintain all egress routes throughout the building, General Contractor shall post exit signs as coordinated with Owner. General Contractor shall provide wall hung fire extinguishers throughout building as deemed necessary by local fire officials.

.7 The Contractor's safety representative shall perform a daily safety inspection walk through to ensure that all requirements of the OSHA Standards, Fire Protection Standards and Safe Work Practices are being complied with and/or corrected. The responsibility of the Contractor is to provide a safe and healthy work environment for construction personnel, Owner's personnel and representative, and the public.

.8 Upon written receipt of safety concerns and/or issues, the applicable Contractor shall respond to the Owner in writing addressing how the safety concerns or issues were resolved.

.9 Contractor shall have all required personal protective equipment and materials available for and used by each employee as required by Federal, State and local guidelines.

.10 Contractor shall supply proper equipment and crew sizes as necessary to safely complete the work.

.11 Contractor shall provide documented safety training for each of their employees and subcontractor's employees no later than the first day they arrive on site. The training shall be documented and signed by the trainer and employee.

.12 The Contractor shall supply (2) two O.S.H.A. approved means of access/egress to each floor and roof for the course of the entire project for use by all applicable parties. The General Contractor shall erect and maintain OSHA approved pedestrian walking bridges, for emergency access/egress and as necessary to protect personnel from overhead work. The number of protected entrances will be as determined by the local fire subcode official.



.13 The Contractor shall be responsible for providing and maintaining all temporary emergency egress routes. The Contractor shall obtain the approval of the Building and Fire Departments for all temporary emergency egress routes. The Contractor shall provide for fire separation walls between occupied areas and work areas as required by local officials.

.14 Contractor shall provide, relocate and/or maintain barricades, signage, provide flagmen, etc. as necessary to ensure public safety and safe egress.

.15 Notify Owner immediately upon arrival of O.S.H.A. to the site.

.16 Contractor shall submit to Owner all MSDS sheets and shall cooperate in the posting of all required notifications relative to the use of hazardous substances on the property.

.17 Contractor, subcontractor, vendor, etc. should enforce a full time no smoking or alcohol use policy for all employees during the entire course of the project. Any worker found violating these restrictions, or being belligerent, will be subject to removal from the site at the sole discretion of the Owner.

.18 The Contractor shall be responsible to secure the site at the end of each workday by an effective means and maintain until all parties determine no longer required.

.19 For the safety of occupants, staff, and the public, the steel erection must be scheduled and coordinated with the Owner. Swinging of steel and crane boom over occupied space will not be allowed. Steel contractor shall provide adequate barricades and fencing around their crane and steel at all times.

.20 Contractor must submit an acceptable O.S.H.A. compliant site specific written safety plan to Owner for review within (14) days from the notice to proceed or prior to mobilizing on site, whichever comes first. The written safety plan shall include (as applicable to their work) but is not limited to the following:

.a Full time no smoking policy or alcohol use is allowed on the project. Any worker found violating these restrictions, or being belligerent, will be subject to removal from the site.  
(Contractors shall post required signs).

.b Full time hard hat policy (identifying hard hats shall be worn at all times).

.c Site specific emergency action plan with Contractor phone numbers, active 24 hours a day, 7 days a week.

.d Competent on site safety representative, named and active (Provide alternate).

.e Scaffold erection plan, including a log of daily inspections.

.f Full time fall protection plan for exposures over 6-feet.

.g Job site signage plan (Perimeter fence warning signs posted 50-feet).

.h First aid and CPR provisions.

.i O.S.H.A. 200 log and a Job Safety and Health Protection poster.

.j Daily clean up.

k. Hazard Communication Program with MSDS logged and maintained.

l. Hazard Communication program.

- m. Daily diary of work, issues, and incidents, etc.
- .n Sheeting, shoring and excavation protection plan.
- .o GFI safety program.
- .p Hazardous Energy Control lock out tag out program.
- .q Required safety clothes; eye & ear protection, respirators, boots, belts, gloves, etc. as appropriate to their work requirement.
- .r Fire extinguishers.
- .s Removable guard rail protection at material loading areas, 200 lb force minimum requirement.
- .t All stairs and platforms must have railings, 200 lb force minimum requirement. Stair pans and landings must be filled prior to their use.
- .u Ladder usage plan.
- .v Weekly tool box meetings, documented and signed by each employee.
- .w Temporary heat procedures.

.21 Contractor shall maintain and submit a complete copy of the written safety plan, logs, diaries, plans and programs on site for the Owner's review.

## § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.5 Delete this Subparagraph in its entirety and replace with the following.

§ 10.2.5 The Contract shall immediately remedy all loss or damage to property for which the Contractor is responsible. This obligation is in addition to all other obligations of the Contractor set forth in the Contract Documents.

Add Subparagraphs 10.2.8 through 10.2.13 as follows:

§ 10.2.5.1 The Contractor shall at all times safely guard and protect the property from damage or loss. Contractor shall safely guard and protect their own Work and adjacent property from damage, loss or injury to the satisfaction of the Owner.

§ 10.2.5.2 The Contractor shall at all times absolutely prevent water, snow, dust, dirt or humidity from entering the building as a result of their Work or as a result of damage to the building caused by the Contractor.

§ 10.2.5.3 During the progress of construction, and during suspension of work for any reason and during inclement weather, and at any other time the Architect shall direct the Contractor to protect his materials and work against damage and injury from weather or other causes. If, in the opinion of the Architect, any materials or work have been damaged or injured by reason or failure on the part of the Contractor to protect his work, such materials and work shall be removed and replaced at the expense of the Contractor. Until so replaced, the cost of such materials will be deducted from future progress payments.

§ 10.2.5.4 In case any direct or indirect injury is done to existing conditions or work in consequence of any act or omission on the part of the Contractor, their employees, or agents, the Contractor at their own cost and expense shall restore such structures, property, materials, etc., to a condition equal or similar to that existing before such damage or injury was done by repairing, rebuilding, or replacing, as may be required by the Architect. Until so restored, the cost

- § 10.2.5.5 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.
- § 10.2.5.6 Contractor will be responsible for providing general safeguarding as well as gaining compliance with the requirements of safety codes and ordinances and coordinating with all others on the Project in accordance with N.J.S.A. 34:5-1 68 et. seq., the State of New Jersey Construction Safety Code.
- § 10.2.5.7 Contractor shall protect all materials and equipment for which he is responsible, which is stored at the Project Site for incorporation in the work, or which has been incorporated into the work. He shall replace all such materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have been entirely or partially paid for by the Owner.
- § 10.2.5.8 Contractor shall maintain available for inspection to everyone as required by law, all Material Safety Data Sheets (M.S.D.S.) for all material to be used on site and prior to material being brought on site.
- § 10.2.5.9 Contractor and his Subcontractors shall hold weekly safety meetings to provide for the safeguarding of persons and property. Contractor shall record minutes of the meetings and submit copies to the Clerk of-the-Works on a weekly basis for the record.
- § 10.2.5.10 The Contractor and his Subcontractors are solely responsible for methods and means of construction, including conformance with ALL OSHA SAFETY STANDARDS. The Contractor and his Subcontractors shall be responsible for the site and building overall safety and conformance to OSHA Standards.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

Add the following Subparagraphs after § 10.2.8:

- § 10.2.9 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner and Contractor, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access. Whenever unattended, including nights and weekends, mobile equipment and operable machinery shall be kept locked and made inoperable and immovable.
- § 10.2.10 Neither the Owner nor the Architect shall be responsible for providing a safe working place for the Contractor, the Subcontractors or their employees, or any individual responsible to them for the work.
- § 10.2.11 The Contractor shall conform to requirements of OSHA, the Construction Safety Code of the State Department of Labor and those of the AGC Manual. The requirements of the New Jersey and Uniform Construction Code shall apply where equal to or more restrictive than the requirements of the Federal Act.
- § 10.2.12 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work as necessary from injury or any cause.
- § 10.2.13 The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injury or serious property damage is caused, the accident shall be reported immediately by telephone or messenger to the Owner and Architect.
- § 10.2.14 Contractor is required to follow and enforce the work rules set forth below. Failure to comply with or enforce any of these rules will be grounds for suspension and/or termination of this Contract:

.1 No use of alcoholic beverages prior to or during working hours. Anyone found impaired will be escorted from the Project site.

.2 No use of illegal drugs or prescription medications that could induce drowsiness or otherwise impair perception of performance. Use of illegal drugs may results in prosecution to the fullest extent of the law. Any warning associated with use of prescription drugs must be complied with, particularly warning against operation of machinery and equipment.

.3 No horseplay or rough-housing will be allowed.

.4 No sexual, racial, or ethnic harassment, or similar conduct will be tolerated.

.5 All employees shall use proper sanitation habits including use of toilet facilities and garbage cans.

.6 All employees shall dress in clothing appropriate for the work they are to perform. All personnel are to wear hardhats, safety shoes, glasses, gloves, masks or respirators, noise protection devices, and other protective clothing and equipment as required by OSHA standards.

.7 All equipment is to be properly stored and/or secured at the end of the workday or if it is to remain idle for greater than one hour.

#### § 10.4 EMERGENCIES

Delete the portion of the last line beginning “shall be determined . . .” and ending in “. . .and Article 7.” and replace with “shall be determined as provided in the Contract Documents for extensions of time.”

### **MODIFICATIONS OF ARTICLE 11. INSURANCE AND BONDS**

#### § 11.1 CONTRACTOR’S LIABILITY INSURANCE

Delete Subparagraph §11.1 in its entirety and replace with the following

§ 11.1.1 The Contractor and any subcontractor shall at all times during the contract period, (including the maintenance/guarantee/completed operations), provide and maintain the following insurance at the Contractor/Subcontractor’s own expense. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by the Owner. Contractor shall require all Subcontractors to provide the insurance coverage specified below as well as any other coverage the Contractor deems appropriate for the Subcontractor to maintain for the contracted project.

1.All insurance shall be procured from reputable insurers authorized to do business in the State in which the project is taking place and having an A.M. Best Rating of at least A- Class VIII.

2.Contractor shall not have a Deductible/Self Insured Retention on any policy greater than \$10,000; if Contractor’s policy (s) has a Deductible/Self Insured Retention exceeding this amount, approval must be received from the Owner prior to starting work under this Contract.

3.All insurance required herein, with the exception of the Professional / Errors and Omissions Liability Insurance shall be written on an “occurrence” basis and not a “claims-made” basis. For Professional Liability “claims-made” coverage:

- a) The retroactive date must be on or prior to the start of work under this contract; and
- b) The Subcontractor must purchase “tail coverage/an extended reporting period” or maintain coverage for a period of three years – the required completed operations period.

4.The Contractor’s insurance carrier (s) shall provide at least thirty (30) days prior written notice to the Owner in the event coverage is materially changed, canceled or non-renewed. In the event of material change, cancellation,

or non-renewal in coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

5. Contractor shall provide Owner with Certificates of Insurance, evidencing the insurance coverages listed below at the time of the signing of the Contract. The Contractor shall not begin any work until the Owner has reviewed and approved the Certificate of Insurance.

6. Commercial General Liability Insurance:

a) Coverages:

- i. Coverage is to be provided by the standard Commercial General Liability insurance policy ("Occurrence Form", edition 1998 or later);
- ii. Hazards of premises/operations, independent contractors, products and completed operations; contractual liability coverage (for any contract related to the Work) with no limitation on the Sole Negligence of the third party; personal injury and advertising injury; broad form property coverage; and XCU coverage; and
- iii. No Mold/Fungus, Lead, Asbestos, EIFS, or Silica Exclusions **BASED ON THE SPECIFIC WORK OUTLINED IN CONTRACT**; if policy contains any of these exclusions, these must be clearly marked on the Certificate of Insurance and discussed with the Contractor.

b) Minimum Limits of Liability – **MUST APPLY ON A PER PROJECT BASIS:**

\$1,000,000 Each Occurrence  
\$2,000,000 Completed Operations Aggregate (3 years minimum after project completion)  
\$1,000,000 Personal Injury and Advertising Injury  
\$2,000,000 General Aggregate

7. Business Automobile Liability Insurance Covering All Owned, Non-Owned and Hired Automobiles:

- a) Such insurance shall provide coverage not less than that of the standard Business Automobile Liability policy;
- b) Minimum Limits of Liability: \$1,000,000 Per Accident for Bodily Injury and Property Damage Combined Single Limit;
- c) Appropriate endorsement for the coverage of hazardous materials (MCS-90) where necessary; and
- d) Mobile Equipment: Include endorsement CA 00 51 12 04 to provide coverage for Mobile Equipment subject to the Motor Vehicle Insurance Laws.

8. Workers Compensation and Employer's Liability:

- a) Coverage A, Workers Compensation – Statutory benefits as required by the Workers Compensation Laws of the State in which this Project is taking place, covering all employees;
- b) Coverage B, Employer's Liability Minimum Limits:  
\$500,000 Each Accident  
\$500,000 Disease – Each Employee  
\$500,000 Disease – Policy Limit;
- c) Blanket Waiver of Subrogation, where permitted by state law;
- d) United States Longshore & Harbor Workers Act Coverage, where applicable; and
- e) Maritime Coverage under the Jones Act, where applicable.

9. Commercial Umbrella Liability Insurance:

- a) Following Form Basis of the underlying Commercial General Liability, Business Automobile Liability, and Employer's Liability coverage; and
- b) Minimum Limit of Liability: \$2,000,000 Per Occurrence and \$2,000,000 Aggregate Limit.

10. Watercraft and Aircraft Liability (Mandatory if Checked ):

- a) If Contractor is required to utilize any owned, used, leased, hired or borrowed watercraft or aircraft to complete their work in accordance with this Contract, coverage shall be maintained to provide coverage for bodily injury, property damage, personal and advertising injury; and
- b) Minimum Limits of Liability:  
\$1,000,000 Per Occurrence  
\$1,000,000 Aggregate

11. Crime Insurance:

The Contractor shall be responsible for the maintaining Crime Insurance, which includes the Employee Theft and Theft, Disappearance and Destruction coverage parts, in an amount not less than \$1,000,000 Per Occurrence.

12. Professional/Errors and Omissions Liability Insurance:

If Contractor renders Professional Services, Professional/Errors and Omissions Liability Insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 Aggregate shall be maintained.

13. Pollution Coverage (Mandatory if Checked ): N/A

Contractor shall maintain coverage for any pollution conditions that may arise from their work completed in accordance with this Contract.

- a) Minimum Limits of Liability: \$1,000,000/\$1,000,000 Per Occurrence/Aggregate.

14. Owned, Leased, Rented or Borrowed Equipment:

Contractor shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools, trailers, etc. The Builders' Risk policy, where provided under the Project, excludes coverage for this property.

15. Additional Insured Provision:

The insurance policies identified in paragraphs (6), (7), (9), and (10) shall include an endorsement naming the Indemnified Parties as Additional Insureds (collectively, the "Additional Insureds") as follows:

**"(Insert your company name here), as Contractor; the County of Ocean, its officers, agents and employees; and any other party whom Contractor is required by contract, permit, and/or agreement to name as an Additional Insured; are Additional Insureds on a primary noncontributory basis, including coverage for ongoing and completed operations. Each of the respective Additional Insureds' the County of Ocean, its officers, agents and employees are also included as Additional Insureds".**

All policies listed above may not contain any limiting "Insured versus Insured" Exclusion.

16. Waiver of Subrogation Endorsement:

The insurance policies identified in paragraphs (6), (7), (9), and (10) (if applicable) shall include an endorsement waiving rights or subrogation in favor of the Additional Insureds described in (15) above, as permitted by state law.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### § 11.3 PROPERTY INSURANCE

Delete Subparagraphs § 11.3.1 through §11.3.1.1 and add the following

- § 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in New Jersey, property insurance in the amount of the initial Contract Sum, as well as subsequent modifications thereto for the entire Work at the site on a replacement costs basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. During the life of the Contract and course of construction, custody of the Work is completed and accepted by the Owner. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the Work being performed and to the buildings under construction. For renovation construction projects the Contractor agrees to assume responsibility for loss or damage to the Work being performed at least up to the full Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.
- § 11.3.1.1 Property insurance shall be on an “all-risk” policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earth movement, earthquake, water damage, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s services and expenses required as a result of such insured loss.
- § 11.3.1.2 If the Owner, Subcontractors, or Subcontractors are damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, then the Contractor shall bear all reasonable costs properly attributable thereto.
- § 11.3.1.3 If the property insurance requires minimum deductibles, the Contractor shall pay costs not covered because of such deductibles. If the Contractor or insurer increases the required minimum deductibles above the amounts so identified or if the Contractor elects to purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles.
- § 11.3.1.4 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site, after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.
- § 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- § 11.3.1.6 The policies required by Section 11.3.1 shall be endorsed to include the Owner, its agents and employees as Loss Payee and shall stipulate that the insurance afforded shall be primary insurance and that any other insurance or self-insured retention providing coverage to the Owner, or to its agents or employees, shall be excess and not contributory insurance to the insurance provided by Contractor
- § 11.3.1.7 The Contractor shall purchase and maintain, and furnish evidence of, Builder’s Risk Insurance. At a minimum, the policy limits of such insurance shall be equal in face amount to the full Contract Amount. At the option of the Owner or if called for elsewhere in the Contract Documents, the Contractor shall furnish evidence of such insurance with limits up to the full value of the building under construction or renovation. Such insurance shall include the

interest of the Owner, its employees and agents, and of the Contractor, its employees and agents, and of all Subcontractor, Sub-subcontractors and their employees and agents.

§ 11.3.1.8 The Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from Contractor's usual sources as primary coverage for the Owner's, Contractor's, Construction Manager's and Architect's vicarious liability for construction operations under the Contract. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.1 through 11.1.1.5.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following Subparagraph:

§ 11.4.3 The Contractor is required to provide:

Performance Bond, AIA Document A311 – One hundred percent (100%) of contract amount Labor and Material Payment Bond, AIA Document A311 – One hundred percent (100%) of contract amount. The Contractor shall furnish the Owner with satisfactory evidence of the required insurance and bonds with a provision that at least fifteen days prior written notice will be given to the Owner in the event of cancellation or material change.

### MODIFICATIONS OF ARTICLE 12. UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

§ 12.1.2 Delete this Subparagraph in its entirety.

#### § 12.2 CORRECTION OF WORK

§ 12.2.2 Delete this Subparagraph in its entirety and replace with the following.

§ 12.2.2 If within one year of final acceptance of the Work by the Owner or by the terms of any guarantee and/or warranty expressed in or required by the Contract Documents any of the Work is found not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner, Construction Manager, or Architect to do so.

§ 12.2.3 Replace the period at the end of this Subparagraph with “. . .only upon written request of the Owner, Construction Manager or Architect.”

§ 12.2.5 Delete the phrase “. . .which is not in accordance with the requirements of the Contract Documents.” and replace with a period after the word “Work.”

### MODIFICATIONS OF ARTICLE 13. MISCELLANEOUS PROVISIONS

#### § 13.1 GOVERNING LAW

Delete Subparagraph 13.1.1 and replace with the following.

§ 13.1.1. The Contract shall be governed by the laws of the State of New Jersey. Any and all lawsuits or other actions, claims, disputes and the like are to be venued in the Superior Court of New Jersey, Law Division, Ocean County and no other Federal, State, or County Court, including the Chancery Division of the Superior Court, Ocean County.

Add the following Subparagraphs under §13.1:



§ 13.1.2 Contractors must be in compliance with all State, County and Local Laws or Regulations including but not limited to the following:

.1 N.J.S.A. 10:2-1 through 10:2-4 providing as a condition of the Contract non-discrimination of the origin of laborers, workmen and mechanics and non-intimidation of employees by reason of race, creed, color, sex, national origin and ancestry.

.2 N.J.S.A. 10:5-31 et. seq. setting forth the means by which the laws against discrimination (i.e. N.J.S.A. 10:2-1 et. seq.) can be enforced against non-complying Contractors.

.3 N.J.S.A., providing that only manufactured and farm products of the United States, where available, may be used in the work.

.4 N.J.S.A. 34:11-56.25 et. seq. in accordance with which the Contractor and Subcontractors are required to pay all workmen engaged in the performances of services directly upon the work not less than the prevailing rate of wages.

.5 N.J.S.A. 34:11-56 et. seq. known as the New Jersey State Wage and Hour Law establishing a minimum wage level for workers.

.6 N.J.S.A. . 40A:11-1 et. seq. known as the Local Public Contracts Law which in general regulates all Contracts relating to expenditures on and for public projects.

.7 Public Law 101-336 known as the Americans with Disabilities Act (ADA) effective January 26, 1992; all Titles and all provisions thereof.

.8 The Contractor agrees to comply with those mandatory Affirmative Action provisions set forth in these Specifications, Division 1, Section 1s, Affirmative Action Regulations Exhibit B and incorporated herein.

.9 Pursuant to N.J.S.A. 52:15C-14(d), if the total consideration of the project exceeds \$2 million dollars, relevant records of private vendors or other persons entering into contracts with the Owner are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Delete the last sentence of this Subparagraph beginning “The Owner shall . . .” and ending “. . .received or negotiations concluded.”

§ 13.5.5 Delete the portion of this Subparagraph after the second comma beginning “. . .the Construction Manager or Architect will do so promptly . . .” and replace with the following.  
“. . . the Construction Manager or Architect will do so as promptly as necessary to ensure no delay in the Work of the Contractor or in the activities of other Contractors, or the Owner.”

§ 13.5.6 Delete and replace with the following.

§ 13.5.6 All tests or inspections conducted pursuant to the Contract Documents shall be made as promptly as necessary to ensure no delay in the Work of the Contractor or in the activities of other Contractors, the Construction Manager, the Architect, or the Owner.

### § 13.6 INTEREST

Delete Section §13.6.

§ 13.7 TIME LIMITS ON CLAIMS

Delete Section §13.7 and replace with the following.

- § 13.7.1 The Statutory Limitation period shall be deemed to have accrued according to the laws of the State of New Jersey, but in no event, prior to the date of final acceptance by the Owner.
- § 13.8. Contractor shall promptly pay to Owner all costs and reasonable attorneys fees incurred in connection with any action or proceeding in which Owner prevails, based on a breach of the Contract or other dispute arising out of or in connection with the Contract.
- § 13.9 In the event of the appointment of a trustee and/or receiver or any similar occurrence affecting the management of the account of the Contractor pertaining to the Work, it shall be the obligation of the Contractor, its representatives, receivers, sureties, or successors in interest to continue the progress of the Work without delay and specifically to make timely payment to Subcontractors and Suppliers of all amounts that are lawfully due them and to provide the Owner and all Subcontractors and Suppliers whose work may be affected with timely notice of the status of receivership, bankruptcy, etc., and the status of their individual accounts.
- § 13.10 Contractor shall save and keep Owner and Owner's property free from all mechanic's and materialmen's liens, stock notices, notices of intention and all other liens and claims, legal or equitable, arising out of Contractor's work hereunder. In the event any such lien or claim is filed by anyone claiming by, through or under the Contractor, Contractor shall remove and discharge same within 10 days of the filing thereof.
- § 13.11 Regularly scheduled job-coordination and/or progress meetings shall be conducted by the Architect and held at the Project Site with the Contractor, Owner and other necessary parties for the purpose of achieving proper Contractor coordination and progress during construction. These meetings will be scheduled for a time mutually satisfactory to the Owner, Architect, Construction Manager and the Contractor, and shall be attended by Subcontractors directly involved in the course of the Work. The Contractor is obligated to attend such meetings. The Architect or Construction Manager shall be responsible for maintain the minutes of such meetings.

**MODIFICATIONS OF ARTICLE 14.**  
**TERMINATION OR SUSPENSION OF THE CONTRACT**

Delete Subparagraphs 14.1.1 through 14.1.3:

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE §

14.2.1 Add the following:

- .5 If Contractor is adjudged bankrupt or insolvent, subject to the provision of the National Bankruptcy Act and specifically 11 U.S.C., Paragraph 365.
- .6 If Contractor makes a general assignment for the benefit of creditors.
- .7 If a trustee or receiver is appointed for Contractor or for any of Contractor's property.
- .8 If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.
- .9 If Contractor disregards the authority of the Architect.

§ 14.2.2 Delete and substitute the following:

If Contractor otherwise violates any provisions of the Contract Documents, the Owner may, after giving Contractor

and his Surety seven (7) days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work, all materials and equipment stored elsewhere, and finish the Work as Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Architect and incorporated in a Change Order, but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed.

Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Subparagraph 14.4.3 in its entirety and replaced with the following:

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, substantiated in accordance with Section 7.2.2.

Overhead and profit is not permitted when the parties use a termination for convenience.

#### **MODIFICATIONS OF ARTICLE 15**

§ 15.1.2 Delete Paragraphs § 15.1.2 through § 15.2.8 and replace with the following.

§ 15.1.2 Claims, including those alleging an error or omission by the Construction Manager or Architect but excluding those arising under Sections 10.1.1 through 10.1.6, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect.

§ 15.1.3 The Architect will approve or reject Claims by written decision, within 10 days, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall not be binding on the parties. This non-binding process is intended to satisfy the requirements of N.J.S.A. 40A:11-50.

§ 15.1.4 Pending resolution of a Claim, the Contractor, the Construction Manager, and the Architect shall proceed diligently with their obligations under the Contract Documents and the Owner shall continue to discharge his obligations, including payment, under the Contract Documents.

#### § 15.3 MEDIATION

Delete Section 15.3 in its entirety and replace with the following:

#### § 15.3 RESOLUTION OF CLAIMS AND DISPUTES

§15.3.1 Any claims not resolved by the Architect may be litigated. All such litigation shall be venued in the Superior Court of New Jersey, Law Division, Ocean County, and in no other forum.

#### § 15.4 ARBITRATION

Delete Paragraph 15.4 in its entirety.



## SECTION 01 00 00

### GENERAL REQUIREMENTS

- 1.0 **DESCRIPTION:** Work included in this project shall be for a new security office as shown on plans.
- LOCATION:** Proposed New Security Office at the Ocean County Parking Garage, Toms River, New Jersey.
- 2.0 **CONTRACTOR'S RESPONSIBILITY:**
- 2.1 Verify all measurements and conditions in the field.
- 2.2 Before starting work, examine all adjoining work on which the work of these specifications depend. Perform corrective work to all existing conditions necessary to make these specifications perform in all respects.
- 2.3 **APPLICABLE DOCUMENTS:** Publications, specifications and standards listed in this Specification form a part of the Specification to the extent indicated by the reference thereto. Unless otherwise indicated, the issue of effect on the date of issuing the Invitation for bids shall apply.
- 2.4 **PROGRESS CHART:** Within ten (10) days of the receipt of Notice to Proceed and prior to commencement of work, the Contractor shall submit and receive approval for a Progress Chart indicating the planned starting and completion dates for all work items.
- 2.5 **PRICE SCHEDULE:** Along with the Progress Chart, the Contractor shall submit a price schedule for each work item, indicating his breakdown for labor, material and equipment. Definitions applying are as follows:
- 2.5.1 **LABOR COST:** Direct labor wages and benefits, labor insurance, supervisory labor, small hand tools chargeable to labor, prorated cost of job expenses such as field office and telephone, prorated percentage of general (main office) overhead and percentage of profit.
- 2.5.2 **MATERIAL COST:** Direct material costs delivered to the site, prorated percentage of job expenses, general overhead and profit.
- 2.5.3 **EQUIPMENT COST:** Plant and equipment charges, prorated percentage of job expenses, general overhead and profit.
- 2.6 **INTENT OF DRAWINGS AND SPECIFICATIONS:** The intent of the drawings and specifications is to provide for the completion of the work in every detail that is described therein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies such as may be reasonably required to complete the work in accordance with the drawings.

- 2.7 **COORDINATION OF CONTRACT WORK:** The building will be open to the public during work. Submit start and completion schedule to the Owner for approval.
- 2.8 **REPAIR OF EXISTING WORK:** The work shall be carefully laid out in advance. Where cutting or patching surfaces is necessary for proper installation, the work shall be carefully done by skilled mechanics. Any damage to the building or equipment caused by the Contractor shall be repaired by skilled mechanics of the trades involved, at no additional costs to the Owner. The Contractor shall patch and refinish all damaged surfaces caused by this work so as to match adjacent surfaces in material, texture and color to the satisfaction of the Architect.
- 2.9 **MATERIALS APPROVED:**
- 2.9.1 Catalog cuts and other information shall be submitted by the Contractor as required herein and as necessary to secure approval of the material and methods to be incorporated into the work.
- 2.9.2 Four (4) copies of catalogs and other printed information shall be submitted. One (1) copy of printed matter will be returned to the Contractor for his use.
- 2.9.3 All submittals shall be made using the “Shop Drawing/Material Approval Request” form. Submittals shall be numbered sequentially and shall include the information required.
- 2.9.4 Within ten (10) days after receipt of Notice to Proceed, the Contractor shall submit a submittals log indicating all required submittals and dates to be submitted.
- 3.0 **METHODS OF MATERIAL QUALIFICATION:**
- 3.0.1 Each material and product can be incorporated into the work and shall conform to the specifications. The Contractor may use any of the following methods to demonstrate compliance with the specifications except as otherwise required.
- 3.0.2 Certificates of Compliance with specification requirements signed by an authorized officer of the manufacturer, processor or approved trade association involved. Such certificates shall show the name and address of the Contractor and the name and location of the project.
- 3.0.3 All materials shall be installed as per manufacturer guide specifications.
- 3.0.4 Labeling by the manufacturer on unbroken and unopened containers.
- 3.0.5 Official marking or labeling by recognized grading organization or national code association indicating compliance.
- 3.1 **DELIVERY, STORAGE, AND HANDLINGS:**
- 3.1.1 Deliver materials to the job site in the manufacturer’s sealed and undamaged containers or wrappings.

- 3.1.2 Each product delivered shall be identified with the manufacture's name, date of manufacture, lot name and trade name.
- 3.1.3 Store materials up off the ground under cover, protected from weather and construction activities.
- 3.1.4 The Contractor shall store all material on the job site at his own risk. The Owner will not be responsible for any lost material.
- 3.2 **PRECONSTRUCTION MEETING:** A preconstruction meeting is required and will be arranged for some convenient date after contract award, but before the start of site work.
- 4.0 **INSPECTION:** The Contractor shall keep the Architect fully informed of contract operations and plans so that he may arrange to be present at various times when work is being performed.
- 5.0 **HOURS OF WORK:** All construction operations shall be performed between the hours of 7:00 a.m. and 4:30 p.m. local time, Monday through Friday inclusive. If the Contractor desires to carry on work outside of these hours, he shall submit an application to the Owner for approval at least seventy-two (72) hours in advance. No such work outside the regular hours established above shall be undertaken without approval of the Owner.
- 6.0 **UTILITIES:** Electricity and water, as available, will be furnished by the Owner for construction purposes at no cost, provided that these utilities are not overloaded.
- 7.0 **TOILET FACILITIES:** Shall be provided by and maintained by the Contractor.
- 8.0 **REMOVAL:** All material and debris removed shall become the property of the Contractor and shall be removed from the site during and after the work. Debris and waste material shall not be discharged into surrounding area. None of the materials being removed may be reused, except as noted on the drawings. All debris removed shall be properly disposed of in approved sites.
- 9.0 **SAFETY BARRICADE:**
- 9.1 Provide steel tubular scaffold system with 3" thick wood boards to allow a protected route of travel from all exits. Protective scaffolding shall extend a minimum of 8' from face of building.
- 10.0 **MANUFACTURER'S REPRESENTATIVE'S RESPONSIBILITIES:**
- 11.0.1 Keeping the Architect informed on a periodic basis as to the progress and quality of the work.
- 11.0.2 Calling to the attention of the Contractor those matters which he considers to be in violation of the contract requirements.
- 11.0.3 Reporting to the Architect any failure or refusal of the Contractor to correct unacceptable practices.
- 11.0.4 Conducting preliminary and subsequent job site meetings with the Contractor's official job representative.

- 11.0.5 Rendering any other inspection services which the Architect may designate.
- 11.0.6 Inspecting, after completion of work, the extent to which the Contractor has complied with these specifications.
- 12.1 The presence and activities of the manufacturers and the Architect shall in no way relieve the Contractor of his contractual responsibilities.

**END OF SECTION**



## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site and premises.
- D. Work sequence.
- E. Owner occupancy.
- F. Specification Conventions.

##### 1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes but not limited to:
  - 1. New security office at Ocean County Parking Garage, 3<sup>rd</sup> floor. Sanyo unit, ACT, IT components, metal stud walks, block veneer, light weight concrete ramp.
- B. Perform Work of Contract under fixed cost contract with Owner in accordance with Conditions of Contract.
- C. Building location: Ocean County Parking Garage Toms River, NJ.

##### 1.3 WORK BY OWNER

- A. Work under this contract includes:
  - 1. Work in this project scope is by owner, furniture by owner.

##### 1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
  - 1. Owner occupancy. The Garage will be open during construction periods.
  - 2. Work by Others shall be generally performed outside the existing building during normal business working hours of 7:00 a.m. to 4:30pm Monday through Friday, except otherwise indicated:
    - a. Weekend hours: may be allowed with prior approval from the Owner
    - b. Hours for utility shutdowns: Saturday - coordinate with owner. Provide a minimum of (1) week notice of any utility interruptions.

c. Interior hours - 8am to 4pm. coordinate in advance with the Owner.

3. Use of site and premises by the public.

B. Emergency Building Exits during Construction.

#### 1.5 WORK SEQUENCE

A. Construct Work to accommodate Owner's occupancy requirements during construction period, coordinate construction schedule and operations with Owner.

B. Project start no later than July 15, 2020.

C. Project to be completed within 120 days.

#### 1.6 OWNER OCCUPANCY – Yes

#### 1.7 SPECIFICATION CONVENTIONS

A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Change procedures.

1.2 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Include in each line item, amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit with transmittal letter as specified for Submittals in Section 01 33 00 - Submittal Procedures.
- F. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
  - 1. Current construction photographs.
  - 2. Partial release of liens from major subcontractors and vendors.

3. Record documents for review by Owner which will be returned to Contractor.
  4. Affidavits attesting to off-site stored products.
  5. Construction progress schedules, revised and current.
- G. The application for payment shall be used by the Owner as a guide for payments based on work completed, with no deviations once payments have started.

#### 1.4 CHANGE PROCEDURES

- A. See AIA A201 – 2007 General Conditions of the Contract for Construction for all required forms and submittal procedures.

#### 1.5 PAYMENT APPLICATIONS

- A. Initial payment applications must include approved construction schedule, approved schedule of values, shop drawing log, certified payroll records and Certification of Payment form.
- B. Subsequent payment applications must include certified payroll records and Certification of Payment form.
- C. Final payment application must include all necessary close out documents, certified payroll records and Certification of Payment form.
- D. Failure to submit these documents with payment applications may result in non payment by the County.
- E. Payments to be made in accordance with the Ocean County Board of Chosen Freeholders meetings.

END OF SECTION

## SECTION 01 23 00

### ALTERNATES

#### PART 1 GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division Specifications Sections, apply to this section.

##### 1.2 SECTION INCLUDES

- A. Administrative and procedural requirements for alternates.

##### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

##### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if Alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of Alternates is included at the end of this section. Specification sections reference in schedule contain requirements for materials necessary to achieve the work described under each alternate.

#### PART 2 PRODUCTS

- A. Refer to drawings and specifications for all product information and requirements.

PART 3 EXECUTION

3.1 SCHEDULE OF ALTERNATE

- A. Refer to the Bid Proposal Form for a complete list of all Alternates.

END OF SECTION

## SECTION 01 30 00

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Pre-installation meetings.
- F. Cutting and patching.
- G. Special procedures.

##### 1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

### 1.3 PRECONSTRUCTION MEETING

- A. Owner will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Architect and Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing parties in Contract and Architect.
  - 6. Procedures and processing of field decisions, submittals, and substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner and those affected by decisions made.

### 1.4 SITE MOBILIZATION MEETING

- A. Architect will schedule meeting at Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Architect, Construction Manager, Special Consultants, and Contractor, Contractor's Superintendent and major Subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements.
  - 3. Construction facilities and controls provided by Owner.
  - 4. Temporary utilities provided by Owner.
  - 5. Schedules.
  - 6. Application for payment procedures.
  - 7. Procedures for testing.
  - 8. Procedures for maintaining record documents.
  - 9. Requirements for start-up of equipment.
  - 10. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner and those affected by decisions made.

### 1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.



- B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner and Architect, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems impeding planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner and those affected by decisions made.

## 1.6 PRE-INSTALLATION MEETINGS

- A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific section.
- C. Notify Architect/Engineer four days 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.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner and those affected by decisions made.

## PART 2 EXECUTION

### 2.1 CUTTING AND PATCHING

- A. RELATED DOCUMENTS
  - 1. Drawings and General Provisions of Contract, including but not limited to, General and Supplementary Conditions and other Division 1, Specification Sections, apply to work of this Section.

B. DESCRIPTION OF WORK

1. Definitions: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other Work and subsequent fitting and patching required to restore surfaces to their original conditions.
2. "Cutting and Patching" is performed for coordination of the Work, to uncover work for access or inspection, to obtain samples for testing, to permit alternations to be performed, or for other similar purposes.
3. Cutting and Patching performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered to the "Cutting and Patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "Cutting and Patching".

C. QUALITY ASSURANCE

1. Requirements for Structural Work: Do not cut and patch structural work without prior approval of a structural engineer.
2. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

D. SUBMITTALS

1. Procedural Proposal for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal.
2. List products to be used and firms that will perform work.
3. Give dates when work is expected to be performed.
4. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted.
5. Approval by the Design Consultant or Project Management Firm to proceed with cutting and patching work does not waive the Design Consultant's or Project Management Firm's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

E. MATERIALS

1. General: Except as otherwise indicated, or as directed by the Design Consultant or Project Management Firm, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

F. INSPECTION

1. Before cutting, examine the surface to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered notify Project Management Firm immediately. Execute cutting (including excavation) fitting or patching of work required to: make several parts fit properly; uncover work to provide for installation or ill-timed work; remove and replace defective work; remove and replace work not conforming to requirements of Contract Documents.

G. PREPARATION

1. Temporary Support: To prevent failure provide temporary support of work to be cut.
2. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

H. PERFORMANCE

1. General: Except as otherwise indicated or as approved by the Design Consultant or Project Management Firm, proceed with cutting and patching at the earliest feasible time and complete work without delay.
2. Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.
3. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
4. Comply with requirements of applicable Sections of Division 2 where cutting and patching require excavating and backfilling.
5. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

6. Where feasible, inspect and test patched areas to demonstrate integrity of work.
7. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
8. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance, remove existing floor and wall coverings and replace with new materials.
9. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.

#### I. CLEANING

1. Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely, point mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition

### 2.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes. Coordinate with construction documents.

- J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.
- L. Where change of plane of 1/4 inch or more occurs, request instructions from Architect/Engineer.
- M. Trim existing doors to clear new floor finish. Refinish trim to original condition. Coordinate with construction documents.
- N. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- O. Finish surfaces as specified in individual product sections.

END OF SECTION



SECTION 01 32 16

CONSTRUCTION SCHEDULE

1.0 GENERAL:

1.1 DESCRIPTION:

- 1.1.1 Work Included: To assure adequate planning and execution of the work so that the work is completed within the number of calendar days allowed in the contract, and to assist the Owner in appraising the reasonableness of the proposed schedule and in evaluating progress of the work, prepare and maintain the schedules and reports described in this section.
- 1.1.2 Definitions: "Day" used throughout the contract, unless otherwise stated, means "Calendar Day".

1.2 QUALITY ASSURANCE:

- 1.2.1 Qualifications of Scheduling Personnel: Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data, in analyzing by use of Critical Path Method or PERT, and in preparation and issue of periodic reports as required below.
- 1.2.2 Reference Standards: Perform all data preparation, analysis, charting and updating in accordance with all recommendations contained in the current edition of "CPM in Construction" Manual of Associate General Contractors, or in accordance with other standards approved by the State.
- 1.2.3 Reliance Upon Approved Schedule:
- 1.2.4 The construction schedule as approved by the Owner will be an integral part of the Contract and will establish interim Contract Completion dates for the various activities.
- 1.2.5 Should any activity not be completed within fifteen (15) days after the stated scheduled date, the Owner shall have the right to order the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.
- 1.2.6 Should any activity be thirty (30) or more days behind schedule, the Owner shall have the right to perform the activity or have activity performed by whatever method the Owner deems appropriate.
- 1.2.7 Costs incurred by the Owner in connection with expediting construction activity under this Article shall be reimbursed to the Owner by the Contractor.
- 1.2.8 It is expressly understood and agreed that failure by the Owner to exercise the option to either order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered precedent setting for any other activities.

### 1.3 SUBMITTALS:

- 1.3.1 General: Comply with the provisions of Section 013000.
- 1.3.2 Preliminary Analysis: Within ten (10) days after receipt of Notice to Proceed, submit one (1) reproducible copy and four (4) prints of a preliminary construction schedule, plus four (4) prints of proposed format or Materials Status Reports, prepared in accordance with Part Three of this Section.
- 1.3.3 Construction Schedule: Within twenty (20) days after receipt of Notice to Proceed, submit one (1) reproducible and four (4) prints of construction schedule prepared in accordance with Part Three of this Section. Update the construction schedule on a monthly basis.
- 1.3.4 Periodic Report:
- 1.3.5 On the first working day of each month following submittal described in Paragraph 1.3 above, submit four (4) prints of the construction schedule updated as described in Part Three of this Section.
- 1.3.6 Accompanying each periodic submittal of construction schedule, submit four (4) prints of the Materials Status Reports updated as described in Part Three of this Section.

### 2.0 PRODUCTS:

#### 2.1 CONSTRUCTION ANALYSIS:

- 2.1.1 Diagram: Graphically show the order and interdependence of all activities necessary to complete the work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram. Activities shown on the diagram shall include, but are not necessarily limited to:
  - a. Project mobilization;
  - b. Submittals and approvals of Shop Drawings and Samples;
  - c. Procurement of equipment and critical materials;
  - d. Fabrication of special material and equipment, and their installation and testing;
  - e. Final cleanup;
  - f. Final inspection and testing;
  - g. All activities by the governing agencies that affect progress, required dates for completion, or both, for all and for each part of the work.
- 2.1.2 The detail of information shall be such that duration times of activities shall normally range from one (1) to fifteen (15) days. The selection and number of activities shall be subject to the Owner's approval.
- 2.1.3 Show on the diagram, as a minimum for each activity, preceding and following event numbers, description of each activity, and cost and activity duration in calendar days. Submit diagram on a sheet 75 cm (30") high by the width required.



- 2.2 Mathematical Analysis: Furnish a mathematical analysis of the diagram by manual or computer-aided means, including a tabulation of each activity. Show the following information as a minimum for each activity:
- a. Preceding and following event number;
  - b. Activity descriptions;
  - c. Earliest start date (by calendar date);
  - d. Latest start date (by calendar date);
  - e. Earliest finish date (by calendar date);
  - f. Latest finish date (by calendar date);
  - g. Slack or float (by calendar days);
  - h. Monetary value of the activity;
  - i. Percentage of activity completed;
  - j. Contractor's earnings based on portion of activity completed.
- 2.2.1 The means used in making the mathematical analysis shall be capable of compiling the total value of completed and partially completed activities, and be capable of accepting modifications approved for time and logic adjustments.
- 2.3 Periodic Reports: If computer-aided means are used, list the activities in computer printout sorts as follows:
- a. By the preceding event number from lowest to highest, and then in order of the following event numbers;
  - b. By the amount of float, then in order of preceding event numbers, and then in order of succeeding event numbers.
  - c. In order of preceding event numbers, and then in order of succeeding event numbers (show the dollar amount and dollars spent to date for each activity);
  - d. Other sorts requested by the Owner, for which the Contractor will be reimbursed in accordance with the General Conditions provisions for "Changes."
- 2.4 MATERIAL STATUS REPORTS:
- 2.4.1 Format: The Contractor's standard materials status report form will be acceptable if, in Architect's judgment, it provides sufficient pertinent data to determine that materials procurement flow is adequate for all needs of the work.
- 2.4.2 Content: Show at least the following information:
- 2.4.3 Item Description, listed in accordance with Specifications Section Number in which the item is called for:
- 2.4.4 Purchase Order Number and Date of Issue:
- 2.4.5 Vendor Name:
- 2.4.6 Date Shipped and Shipping Means Utilized:
- 2.4.7 Estimated Date of Arrival at Job Site.

2.4.8 Actual Date of Arrival at Job Site, and Receiving Report Number.

2.5 Data Processing: Process the data by manual or computer-aided methods, but to a degree of promptness and accuracy assuring complete display of all pertinent current information at date of each periodic report.

### 3.0 EXECUTION:

#### 3.1 PRELIMINARY ANALYSIS:

##### 3.1.1 Contents:

- a. Show all activities of the Contractor under this work for the period between receipt of Notice to Proceed and Submittal of Construction Schedule required as noted above.
- b. Show the Contractor's general approach to remainder of the work.
- c. Show cost of all activities scheduled for performance before submittal and approval of the construction schedule.

3.1.2 Submittals shall be in accordance with Paragraphs.

3.2 CONSTRUCTION SCHEDULE: As soon as practicable after receipt of Notice to Proceed, complete the Construction Analysis described in Article 2.1 above, in preliminary form. Meet with the Architect and construction manager to review contents of proposed construction schedule, and make all revisions agreed upon. Submit in accordance with Paragraph 1.3 above.

3.3 MATERIAL STATUS REPORT: As soon as practicable after receipt of Notice to Proceed, meet with the State, review contents of proposed Materials Status Reports, and make all revisions to format agreed upon.

#### 3.4 PERIODIC REPORTS:

##### 3.4.1 Construction Schedule, Contents:

- a. Report actual progress by updating the mathematical analysis.
- b. Note on the summary report, or clearly show on a revised issue of affected portions of the detailed diagram, all revisions causing changes in the detailed program.
- c. Revise the summary report as necessary for clarity.
- d. Show activities or portions of activities completed during the reporting period and their actual value.
- e. State the percentage of work actually completed and schedule as the report date, and the progress along the critical path in terms of days ahead of or behind the allowable dates.
- f. If the work is behind schedule, also report progress along other paths with negative slack.
- g. Include a narrative report which shows, but is not necessarily limited to:
  - i. A description of the problem areas, current and anticipated;
  - ii. Delaying factors, and their impact;
  - iii. An explanation of corrective actions taken or proposed.

- 3.4.2 Show the date of latest revision. Submit in accordance with the provisions above.
- 3.5 Materials Status Reports:
  - 3.5.1 On the letter of transmittal accompanying periodic reports, on an accompanying summary sheet, or by other means acceptable to the Architect, clearly indicate those items the delivery of which are critically overdue or otherwise hazardous to maintenance of the approved schedule.
  - 3.5.2 Submit in accordance with the provisions above.
- 3.6 REVISIONS: Make only those revisions to approved Construction Schedule and approved Materials Status Reports as are approved in advance by the Architect.
- 4.0 SUBMISSION: A progress schedule shall be updated monthly by the General Contractor, with coordination of the other prime contractors (as required). This updated schedule shall be submitted to the Architect at the first job meeting and each meeting thereafter. If schedule is not submitted, request for payment may be withheld.
- 5.0 Construction Site Meetings:  
All meetings will be scheduled through the Architect. Meetings shall be bi-weekly.

END OF SECTION



SECTION 01 33 00  
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Architect at business address. Coordinate submission of related items.

- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

### 1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 15 days after date of Owner-Contractor Agreement. After review, resubmit required revised data within ten days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data and samples, including dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- I. Revisions To Schedules:
  - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
  - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
  - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

#### 1.4 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards.

#### 1.5 PRODUCT DATA

- A. Product Data: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Architect will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 017000.

#### 1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus two copies Architect will retain.
- E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 017000.

## 1.7 SAMPLES

- A. Samples: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
  - 1. Submit to Architect for aesthetic, color or finish selection.
  - 2. Submit samples of finishes from full range of manufacturers' standard colors, textures and patterns for Architect selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit number of samples specified in individual specification sections; Architect will retain one sample.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 017000.

## 1.8 DESIGN DATA

- A. Submit for Architect's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

## 1.9 TEST REPORTS

- A. Submit for Architect's knowledge as contract administrator or for Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

## 1.10 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect, in quantities specified for Product Data.



- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

#### 1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting and finishing, to Architect for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect's benefit as contract administrator or for Owner.
- B. Submit report in duplicate within 5 days of observation to Architect for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.13 ERECTION DRAWINGS

- A. Submit drawings for Architect's benefit as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

Not Used.

END OF SECTION



SECTION 01 33 23  
SHOP DRAWINGS, PRODUCT DATA, SAMPLES & PHOTOGRAPHS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS

- A. General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.
- B. Refer to other Division-1 Sections and other contract documents for specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:
  - 1. Permits
  - 2. Payment applications
  - 3. Performance and payment bonds.
  - 4. Insurance certificates
  - 5. Inspection and test reports
  - 6. Schedule of values
  - 7. Progress reports
  - 8. Listing of subcontractors.
- C. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:
  - 1. Fabrication and installation drawings
  - 2. Setting diagrams
  - 3. Shopwork manufacturing instructions
  - 4. Templates
  - 5. Patterns
  - 6. Coordination drawings (for use on-site)
  - 7. Schedules
  - 8. Design mix formulas
  - 9. Contractor's engineering calculations
- D. Standard information prepared without specified reference to a project is not considered to be shop drawings.

- E. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:
1. Manufacturer's product specifications and installation instructions.
  2. Standard color charts.
  3. Catalog cuts
  4. Roughing-in diagram and templates
  5. Standard wiring diagrams
  6. Printed performance curves
  7. Operational range diagrams
  8. Mill reports
  9. Standard product operating and maintenance manuals
- F. Samples are physical examples of work, including but not limited to the following items.
1. Partial sections of manufactured or fabricated work
  2. Small cuts or containers of materials
  3. Complete units of repetitively-used materials
  4. Swatches showing color, texture and pattern
  5. Color range sets
  6. Units of work to be used for independent inspection and testing
- G. Mock-ups are special forms of samples, which are too large or otherwise inconvenient for handling in the manner specified for transmittal of sample submittals.
- H. Miscellaneous submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:
1. Specially-prepared and standard printed warranties
  2. Maintenance agreements
  3. Workmanship bonds
  4. Survey data and reports
  5. Project photographs
  6. Testing and certification reports
  7. Record drawings
  8. Field measurement data
  9. Operating and maintenance manuals
  10. Keys and other security protection devices
  11. Overrun stock

### 1.3 SUBMITTAL PROCEDURES:

- A. General: Refer to the General Conditions for basic procedures for submittal handling.
1. Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other

submittals and related activities such as testing, purchasing fabrication, delivery and similar activities that require sequential activity.

Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect/Engineer's need to review a related submittal requiring coordination with other submittals until related submittals are forthcoming.

2. Coordination of Submittal Times: Prepare and transmit all submittals to the architect/Engineer within seven (7) days of Notice of Award Notice to Proceed period. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect/Engineer's need to review submittals concurrently for coordination.
3. Review Time: Allow sufficient time within the fourteen (14) days period so that the installation will not be delayed as a result of the time required to properly process submittals, including time for re-submittal, if necessary. Advise the Architect/Engineer on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.

Allow two weeks for the Architect/Engineer's initial processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals. The architect/Engineer will advise the contractor promptly when it is determined that a submittal being processed must be delayed for coordination.

No extension of time will be authorized because of the contractor's failure to transmit submittals to the Architect/Engineer sufficiently in advance of the work.

4. Submittal Preparation: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.

- a. Project name
- b. Date
- c. Name and address of Contractor
- d. Name and address of sub-contractor
- e. Name and address of supplier
- f. Name of manufacturer
- g. Number and title of appropriate specification section
- h. Drawing number and detail references, as appropriate
- i. Similar definitive information as necessary

Provide a space on the label for the Contractor review and approval markings, and a space for the Architect/Engineer's "Action" marking.

5. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the architect/Engineer, and to other destinations as indicated, by use of a transmittal form. Submittals

received from sources other than the Contractor will be returned to the sender “without action”.

6. Transmittal Form: Provide on the form places for the following information:

- a. Project name
- b. Date
- c. To
- d. From
- e. Category and type of submittal
- f. Submittal purpose and description
- g. Submittal and transmittal distribution records
- h. Signature of transmitter

Contractor’s certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Contractor’s signature.

Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.

#### 1.4 SPECIFIC SUBMITTAL REQUIREMENTS:

- A. General: Specific submittal requirements for individual units of work are specified in the applicable specification section. Except as otherwise indicated in the individual specification sections, comply with the requirements specified herein for each type of submittal.

Where it is necessary to provide intermediate submittals between the initial and final submittals, provide and process intermediate submittals in the same manner as for initial submittals.

- B. Shop Drawings: Information required on shop drawings includes, dimensions, identification of specific products and materials, which are included in the work, compliance with specified standards and notations of coordination requirements with other work. Provide special notation of dimensions that have been established by field measurement. Deviations, modifications, additions or deletions from the contract documents must be specifically called out on the shop drawings by way of a cloud, note or request for review or clarification.

Refer to Mechanical and Electrical sections for additional general requirements applicable to shop drawings for mechanical and electrical work, respectively.

Do not permit shop drawings copies without an appropriate final “Action” marking by the Architect/Engineer to be used in connection with the work.

Preparation: Submit newly prepared information, drawn to accurate scale on sheets not less than 8 –1/2” x 11”; except for actual pattern or template type drawings, the

Shop Drawings, Product Data,  
Samples & Photographs  
013323-4

maximum sheet size shall not exceed 36" x 48". Indicate the name of the firm that prepared each shop drawing and provide appropriate project identification in the title block. Provide a space not less than 20 sq. in. beside the title block for marking the record of the review process and the Architect/Engineer's "Action" marking.

Do not reproduce contract documents or copy standard printed information as the basis of shop drawings.

- C. Initial Submittal: Provide one correctable translucent reproducible print and one blue-line or black-line print; the reproducible print will be returned.
- D. Product Data: General information required specifically as product data includes manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associates and testing agencies, and the application of their labels and seals (if any), special notation of dimensions which have been verified by way of field measurement, and special coordination requirements for interfacing the material, product or system with other work.

Refer to Mechanical and Electrical sections for additional general requirements applicable to product data for mechanical and electrical work respectively.

- E. Samples: Submit samples for the Architect/Engineer's visual review of general generic kind, color, pattern, and texture, and for a final check of the coordination of these characteristics with other related elements of the work. Samples are also submitted for quality control comparison of these characteristics between the final sample submittal and the actual work as it is delivered and installed.

Refer to individual work sections of these specifications for additional sample requirements, which may be intended for examination or testing of additional characteristics. Compliance with other required characteristics is the exclusive responsibility of the Contractor; such as, compliance is not considered in the Architect/Engineer's review and "Action" indication of sample submittals.

Documentation required specifically for sample submittals, includes a generic description of the sample, the sample source or the product name or manufacturer, compliance with governing regulations and recognized standards. In addition, indicate limitations in terms of availability, sizes, delivery time, and similar limiting characteristics.

Refer to individual sections of these specifications for samples, which, because of their relatively high cost or other special considerations, are intended to be returned to the Contractor for incorporation in the work. Such samples must be in an undamaged condition at the time of use. On the transmittal form to the Architect/Engineer, indicate such special requests regarding the disposition of sample submittals.

- F. Submittal: At the Contractor's option, and depending upon the nature of the anticipated response from the Architect/engineer, the initial submittal of samples may be either a preliminary submittal or a final submittal.

- G. Preliminary submittal, of a single set of samples, is required where requirements indicate the Architect/Engineer's selection of color, pattern, texture or similar characteristics from a manufacturer's range of standard choices is necessary. Preliminary submittals will be reviewed and returned with the Architect/Engineer's "Action" marking.
- H. Final Submittals: Submit 3 sets of samples in the final submittal, one set will be returned.

1.5 MISCELLANEOUS SUBMITTALS:

- A. Inspection and Test Reports: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
- B. Warranties: Refer to section "Products and Substitutions" for specific general requirements on warranties, product bonds, workmanship bonds and maintenance agreement. In addition to copies desired for the Contractor's use, furnish 2 executed copies of such warranties, bonds or agreements. Provide 2 additional copies where required for maintenance manuals.
- C. Project Photographs: The lead Contractor shall furnish 2 prints each of 3 project photographs at monthly intervals and at completion of project 2 prints each of 4 interior and 4 exterior photographs. Comply with Architect/Engineer's direction concerning desired vantage points for shots.  
  
Photographs shall be 8" x 10" glossy color prints on single-weight commercial grade stock, with extra 3/4" wide margin punched for standard 3-ring binder and a copy of negatives. Identify each print on the backside with name and address of photographer, name of project, date of shot and description of vantage point. Also provide final photographs on compact disks, digital video disks, USB thumb drives or SD cards using JPEG file format.
- D. Survey Data: Refer to section "project Coordination" for specific general requirements on property surveys, field measurements, quantitative records of actual work, damage surveys and similar data required by the individual sections of these specifications. None of the specified copies will be returned.
- E. Survey Copies: Furnish 2 copies of general survey data. Provide 10 copies of the final property survey.
- F. Records of Actual Work: Furnish 4 copies of records of actual work, one of which will be returned for inclusion in the record documents as specified in section "Project Closeout".



- G. Closeout Submittals: Refer to section “Project Closeout” and to individual sections of these specifications for specific submittal requirements of project closeout information, materials, tools, and similar items.

1.6 ARCHITECT/ENGINEER’S ACTION:

Action stamp: The Architect/Engineer will stamp each submittal to be returned with a uniform, self explanatory action stamp, approximately marked and executed to indicate whether the submittal returned is for a) unrestricted use, b) final-but-restricted use or c) must be revised and resubmitted; or d) without action (as explained on the transmittal form).

- A. Final Unrestricted Release: Where the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with the requirements of the contract documents; acceptance of the work will depend upon that compliance.

Marking: “NO EXCEPTIONS TAKEN”

- B. Final-But-Restricted-Release: When the submittals are marked as follows, the work covered by the submittal may proceed provided it complies with both the Architect/Engineer’s notations or corrections on the submittals and with the requirements of the contract documents; acceptance of the work will depend on that compliance.

Marking: “EXCEPTION TAKEN AS NOTED”

- C. Returned for re-submittal: when the submittal is marked as follows, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise the submittal or prepare a new submittal in accordance with the Architect/Engineer’s notations stating the reasons for returning the submittal; resubmit the submittal without delay. Repeat if necessary to obtain a different action marking. Do not permit submittals with the following marking to be used at the project site, or else where work is in progress.

Marking “REVISE AND RESUBMIT”

- D. Other Action: Where the submittal is returned, marked with the Architect/Engineer’s explanation, for special processing or other Contractor activity, or is primarily for information or record purposes, the submittal will be marked.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION.

Shop Drawings, Product Data,  
Samples & Photographs  
013323-7



## SECTION 01 70 00

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Testing, adjusting and balancing.
- F. Protecting installed construction.
- G. Project record documents.
- H. Operation and maintenance data.
- I. Manual for materials and finishes.
- J. Manual for equipment and systems.
- K. Spare parts and maintenance products.
- L. Product warranties and product bonds.
- M. Maintenance service.

##### 1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Architect/Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Owner will occupy all portions of building as specified in Section 01 10 00 - Summary.

- E. See General Conditions and Supplementary General Conditions of the Contract for Construction for further information on 5% line item for Close Out Documentation, and Overhead, Profit and Bonding

### 1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

### 1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer and Owner seven days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

## 1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion and final inspection.
- B. Demonstrate Project equipment instructed by qualified manufacturer's representative who is knowledgeable about the Project.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within 4 months.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. Required instruction time for each item of equipment and system is specified in individual sections.

## 1.6 TESTING, ADJUSTING AND BALANCING

- A. Reports will be submitted by independent firm to Architect/Engineer indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents. General contractor is to cover costs for all testing and reports.

## 1.7 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

## 1.8 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, Product Data, and Samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. 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.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

G. Submit documents to Architect/Engineer.

H. OPERATION AND MAINTENANCE DATA

I. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.

J. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

K. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

- L. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- M. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for all finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Originals and 2 Photocopies of warranties and bonds.

#### 1.9 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit three sets of revised final volumes in final form within 10 days after final inspection.
- E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

- G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- H. Additional Requirements: As specified in individual product specification sections.
- I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

#### 1.10 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect/Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit three sets of revised final volumes in final form within 10 days after final inspection.
- E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed, by label machine.
- G. Include color coded wiring diagrams as installed.
- H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
- I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- J. Include servicing and lubrication schedule, and list of lubricants required.
- K. Include manufacturer's printed operation and maintenance instructions.
- L. Include sequence of operation by controls manufacturer.



- M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- N. Include control diagrams by controls manufacturer as installed.
- O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.
- P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- R. Include test and balancing reports as specified in Section 01 40 00 - Quality Requirements.
- S. Additional Requirements: As specified in individual product specification sections.
- T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

#### 1.11 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

#### 1.12 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time Of Submittals:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

#### 1.13 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in specification sections for one year minimum from date of Substantial Completion.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01 71 00

### CLEANING

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

Contractor shall maintain the project site and adjacent areas affected by the work as specified below.

##### 1.02 DESCRIPTION

- A. During its progress, i.e. on a daily basis and at its completion, and as required by the General Conditions, the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the Owner, the public and property owners will be inconvenienced as little as possible.
- B. Requirements of Regulatory Agencies:
  - 1. In addition to the requirements herein, maintain the cleanliness of the Work and surrounding premises within the Work limits so as to comply with federal, state, and local fire and safety laws, ordinances, codes and regulations.
  - 2. Comply with all federal, state and local anti-pollution laws, ordinances, codes and regulations when disposing of waste materials, debris and rubbish.
- C. Scheduling of Cleaning and Disposal Operations:
  - 1. So that dust, wash water or other contaminants generated during such operations do not damage or mar painted or finished surfaces.
  - 2. To prevent accumulation of dust, dirt, debris, rubbish and waste materials on or within the Work or on the premises surrounding the Work.
- D. Waste Disposal:
  - 1. The Contractor shall not delegate waste disposal or dumpster services to a subcontractor, but shall take charge of all cleanup disposal needs.
  - 2. Dispose of all waste materials, debris and rubbish off the plant site at an approved disposal site.

3. Do not burn or bury rubbish or waste materials on the work site.
4. Do not dispose of volatile or hazardous wastes such as mineral spirits, oil, or paint thinner improperly.
5. Do not discharge wastes into streams or waterways.

E. Cleaning Materials:

1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
2. Use each type of cleaning material on only those surfaces recommended by the cleaning material manufacturer.
3. Use only materials which will not create hazards to health or property.

F. During Construction:

1. Keep the Work and surrounding premises within work limits free of accumulations of dirt, dust, waste materials, debris and rubbish.
2. Keep dust generating areas wetted down so as to prevent the entry of dust into surrounding equipment.
3. Provide suitable containers for storage of waste materials, debris and rubbish until time of disposal.
4. Dispose of waste, debris and rubbish off site at legal disposal areas.

G. When Project is Completed:

1. Remove and dispose of all excess or waste materials, debris, rubbish, and temporary facilities from the site structures and all facilities.
2. Repair pavement, roads, sod, and all other areas affected by construction operations and restore them to original condition or to condition specified.
3. Remove spatter, grease, stains, fingerprints, dirt, dust, labels, tags, packing materials and other foreign items or substances from interior and exterior surfaces, equipment, signs and lettering.
4. Repair, patch and touch up chipped, scratched, dented or otherwise marred surfaces to match specified finish.

5. Remove paint, clean and restore all equipment and material nameplates, labels and other identification markings.
6. Wash and shine mirrors, glazing and polished surfaces.
7. Clean all floors, slabs, pavements, and ground surfaces.
8. Maintain cleaning until acceptance and occupation by Owner.

END OF SECTION 01 71 00



SECTION 01 73 29  
CUTTING AND PATCHING

PART 1 – GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Provide cutting and patching work, comply with project requirements for:
  - 1. Demolition of existing construction as shown on plans and as required for new work. Note demolition plans illustrate generally work to be removed. **The contractor should inspect site prior to Bid and include all demolition work required to perform new work. All demolition and patching work shall be considered in the contract scope. Contact Architect for more information, if required – 732-240-3433.**

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Match existing materials for cutting and patching work with new materials conforming to project requirements or existing conditions if not herein specified.

PART 3 – EXECUTION:

- A. Inspect conditions prior to work to identify scope and type of work required. Notify Owner of work requiring interruption to building services or Owner's operations. Conform to project requirements listed above.
- B. Clean work area and areas affected by cutting and patching operations.
- C. The Building will be occupied during construction, the Contractor shall conform to all OSHA Standard, protect all openings, doorways and walkways during construction.

END OF SECTION 01 73 29





## SECTION 02 41 19

### SELECTIVE DEMOLITION

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes demolition of existing railings, curbs, ramps, electrical, etc. for installation of the new security office and related items as indicated on the drawings.

##### 1.2 SUBMITTALS

- A. Shop Drawings and Schedule: Describe demolition, removal procedures, sequence and schedule.

#### PART 2 EXECUTION

##### 2.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers and security devices.
- B. Notify owner of work, which may affect their property, potential noise, utility outage, or disruption. Coordinate all work with Owner.
- C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as required.
- D. Protect existing landscaping materials and structures to remain.
- E. Erect and maintain weatherproof airtight closures for exterior openings.
- F. Erect and maintain temporary partitions to prevent spread of dust, odors and noise to permit continued Owner occupancy.
- G. Protect existing items indicated to remain.

##### 2.2 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent building areas.
- B. Conduct operations with minimum interference to public or private accesses.
- C. Maintain protected egress and access at all times. Do not close or obstruct roadways or sidewalks without permits.
- D. Cease operations immediately when adjacent structural components appear to be in danger. Notify authority having jurisdiction and Architect/Engineer.

2.3 SELECTIVE DEMOLITION

- A. Demolish and remove components in orderly and careful manner, in sequence outlined in submitted and approved schedule.
- B. Protect existing supporting structural members.

2.4 CLEAN UP

- A. Remove demolished materials from site as work progresses.
- B. Leave areas of work in clean condition.
- C. Dispose of all debris in accordance with all State and Municipal requirements. Provide load tickets where applicable.

END OF SECTION

SECTION 03 30 00  
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
  - 1. Formwork.
  - 2. Reinforcement.
  - 3. Accessories.
  - 4. Cast-in-place concrete.
  - 5. Finishing and curing.

1.2 SYSTEM DESCRIPTION

- A. Design, engineer and construct formwork, shoring and bracing in accordance with ACI 301 to conform to design and code requirements to achieve concrete shape, line and dimension as indicated on Drawings.
- B. Vapor Retarder Premeance: Maximum one (1) perm when tested in accordance with ASTM E96, Procedure A.

1.3 SUBMITTALS

- A. Shop Drawings:
  - 1. Indicate pertinent dimensioning, form materials, location of bracing and temporary supports.
  - 2. Indicate reinforcement sizes, spacings, locations and quantities, bending and cutting schedules, supporting and spacing devices.
  - 3. Indicate sidewalks and slabs-on-grade.
- B. Product Data: Indicate admixtures and anchors.
- C. Design Data: Submit mix designs.

1.4 QUALITY ASSURANCE

- A. Construct and erect concrete framework in accordance with ACI 301.
- B. Perform concrete reinforcing work in accordance with ACI 301 and CRSA Manual of Practice.
- C. Perform cast-in-place concrete work in accordance with ACI 301.
- D. Perform Work in accordance with governing body standard.

- E. Maintain one (1) copy of each document on site.
- F. Design Work under direct supervision of Professional Engineer experienced in design of this Work and licensed in New Jersey.

## PART 2 PRODUCTS

### 2.1 FORM MATERIALS AND ACCESSORIES

- A. Form Materials: At discretion of Contractor.
- B. Formed Construction Joints for Slab-on-Grade: Galvanized steel, tongue-and-groove type profile, knockout holes to receive doweling..
- C. Slab Edge Joint Filler: ASTM D 1751, Premolded asphaltic board, one inch (1") thick.
- D. Vapor Retarder: ASTM E 1745 Class A, 6 mil thick, clear polyethylene film, type recommended for below grade application. Furnish joint tape recommended by manufacturer.
- E. Void Forms: Moisture-resistant treated paper faces; biodegradable; structurally sufficient to support weight of wet concrete mix until initial set; four inches (4") thick.

### 2.2 REINFORCEMENT MATERIALS

- A. Deformed and Plain Reinforcement: ASTM A615/A615M; 60 ksi yield strength, steel bars.
- B. Welded Plain Wire Fabric: ASTM A185; in coiled rolls.
- C. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for support of reinforcing; plastic tipped or non-corroding for supports in slabs forming finished ceilings or where supports are exposed to weather.
- D. Fabricate concrete reinforcement in accordance with ACI 301 or local code.
- E. Weld reinforcement in accordance with AWS D1.4.

### 2.3 CONCRETE MATERIALS

- A. Cement: ASTM C150, Normal-Type I, Portland type.
- B. Fine and Coarse Aggregates: ASTM C33, normal weight.
- C. Water: Clean and not detrimental to concrete.
- D. Air Entrainment Admixture: ASTM C260.

- E. Bonding Agent: Polymer resin emulsion.
- F. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.

#### 2.4 COMPOUNDS, HARDENERS AND SEALERS

- A. Curing Compound: ASTM C309 Type, chlorinated liquid rubber.
- B. Absorptive Mats: ASTM C171.
- C. Chemical Hardener.
- D. Non-Metallic Hardener: Premixed natural mineral.

#### 2.5 CONCRETE MIX

- A. Mix and deliver concrete in accordance with ASTM C94/C94M.
- B. Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 4500 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
  - 3. Slump Limit: 4 inches for concrete with verified slump of 2 to 4 inches.
  - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
  - 5. Air Content: Do not allow air content of trowel-finished concrete to exceed 3 percent.
  - 6. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.5 lb/cu. yd.
- C. Select admixture proportions for normal weight concrete in accordance with ACI 301 Method 1.
- D. Add air-entraining agent to concrete mix for concrete work exposed to exterior.

### PART 3 EXECUTION

#### 3.1 FORMWORK ERECTION

- A. Erect formwork, shoring and bracing to achieve design requirements.
- B. Camber slabs and framing to achieve ACI 301 tolerances.
- C. Provide bracing to ensure stability of formwork.
- D. Apply form release agent to formwork prior to placing form accessories and reinforcement.

- E. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings affected by agent.
- F. Clean forms as erection proceeds to remove foreign matter.

### 3.2 INSERTS, EMBEDDED COMPONENTS AND OPENINGS

- A. Provide formed openings where required for work to be embedded in and passing through concrete members.
- B. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors and other inserts.
- C. Install concrete accessories straight, level and plumb.
- D. Install water stops continuous without displacing reinforcement.
- E. Place formed construction joint device in floor slab pattern pouring sequence.
- F. Place joint filler at perimeter of floor slab, isolation joints and column center lines.
- G. Install void forms. Protect forms from moisture before concrete placement and from crushing during concreting.

### 3.3 REINFORCEMENT PLACEMENT

- A. Place reinforcement, supported and secured, against displacement.
- B. Ensure reinforcing is clear, free of loose scale, dirt or other foreign coatings.
- C. Weld reinforcement in accordance with AWS D1.4.
  - 1. Do not weld crossing reinforcement bars for assembly, except as permitted by Architect/Engineer.
- D. Space reinforcement bars with minimum clear spacing in accordance with ACI 301 of one bar diameter, but not less than one (1) inch.
  - 1. Where bars are indicated in multiple layers, place upper bars directly above lower bars.
- E. Maintain concrete cover around reinforcement in accordance with ACI 301.

### 3.4 PLACING CONCRETE

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent.
- B. Where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack with non-shrink grout.

- C. Screed floors, slabs-on-grade and concrete base for toppings level.

### 3.5 FORM REMOVAL

- A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Remove formwork progressively and in accordance with code requirements.

### 3.6 SEPARATE FLOOR TOPPPINGS (NOT REQUIRED)

- A. Place concrete floor toppings to required lines and levels.
- B. Prior to placing, roughen concrete base course and remove deleterious material. Broom and vacuum clean.
- C. Place required dividers, edge strips, reinforcing and other items to be case in.

### 3.7 FLOOR FINISHING (NOT REQUIRED)

- A. Finish concrete floor surfaces in accordance with ACI 301.
- B. Uniformly spread, screed and float concrete.
- C. Maintain surface flatness with maximum variation of 1/8 inch in ten (10) feet.
- D. In areas with floor drains, maintain floor level at walls and slope surfaces uniformly to drains.
- E. Apply concrete hardener on floor surfaces as indicated.

### 3.8 CURING

- A. Apply sealer on floor surfaces. Place absorptive matting, moisten and keep damp.
- B. Immediately after placement, protect concrete from premature drying.
- C. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete for seven (7) days.

### 3.9 FORMED SURFACES

- A. Provide concrete surfaces to be left exposes, concrete with smooth rubbed finish.

### 3.10 ERECTION TOLERANCES

- A. Install reinforcement within tolerances required by ACI 301.

### 3.11 FIELD QUALITY CONTROL

- A. Perform field inspection and testing in accordance with ACI 301. Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Reinforcement Inspection:
  - 1. Inspect for correct materials, fabrications, sizes, locations, spacing, concrete cover and splicing.
- C. Strength Test Samples:
  - 1. Sample concrete and make one (1) set of five (5) cylinders for every 150 cubic yards or less of each class of concrete placed each day and for every 5,000 square feet of surface area for slabs and walls.
- D. Field Testing:
  - 1. Measure slump and temperature for each compressive strength concrete sample.
  - 2. Measure air content in air entrained concrete for each compressive strength concrete sample.
- E. Cylinder Compressive Strength Testing:
  - 1. Test Method: ASTM C39.
  - 2. Test Acceptance: In accordance with ACI 301.
  - 3. Test one (1) set of two (2) specimens at seven (7) days.
  - 4. Test one (1) set of two (2) specimens at twenty-eight (28) days.
  - 5. Retain one (1) cylinder for fifty-six (56) days for testing when requested by Architect/Engineer.
  - 6. Dispose of remaining cylinders when testing is not required.

### 3.12 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required lines, details and elevations as directed by Architect/Engineer.

### 4.0 SHOP DRAWINGS

- A. Submit full shop drawings on concrete and related items.

END OF SECTION



## SECTION 04 20 00

### UNIT MASONRY ASSEMBLIES

#### 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. This Section includes unit masonry assemblies consisting of the following:
  - 1. Concrete masonry units.
  - 2. Decorative concrete masonry units.
  - 3. Mortar and grout.
  - 4. Reinforcing steel.
  - 5. Masonry joint reinforcement.
  - 6. Ties and anchors.
  - 7. Embedded flashing.
  - 8. Miscellaneous masonry accessories.
  - 9. Masonry-cell insulation.
- B. Products installed, but not furnished, under this Section include the following:
  - 1. Steel lintels for unit masonry, furnished under Division 5 Section "Metal Fabrications."
  - 2. Aluminum frames.

##### 1.3 DEFINITIONS

- A. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

##### 1.4 SUBMITTALS

- A. Product Data: For each different masonry unit, accessory, and other manufactured product specified.
- B. Shop Drawings: Show fabrication and installation details for the following:
  - 1. Reinforcing Steel: Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."
  - 2. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.
- C. Samples for Initial Selection: For the following:

1. Unit masonry Samples in small-scale form showing the full range of colors and textures available for each different exposed masonry unit required.
2. Colored mortar Samples showing the full range of colors available.

D. Samples for Verification: For the following:

1. Full-size units for each different exposed masonry unit required, showing the full range of exposed colors, textures, and dimensions to be expected in the completed construction.
2. Colored mortar Samples for each color required, showing the full range of colors expected in the finished construction. Make samples using the same sand and mortar ingredients to be used on Project.
3. Weep holes/vents in color to match mortar color.
4. Accessories embedded in the masonry.

E. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:

1. Each type of masonry unit required.
  - a. Include test data, measurements, and calculations establishing net-area compressive strength of masonry units.
2. Each cement product required for mortar and grout, including name of manufacturer, brand, type, and weight slips at time of delivery.
3. Each material and grade indicated for reinforcing bars.
4. Each type and size of joint reinforcement.
5. Each type and size of anchor, tie, and metal accessory.

## 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1093 to conduct the testing indicated, as documented according to ASTM E 548.
- B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, through one source from a single manufacturer for each product required.
- C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source or producer for each aggregate.
- D. Sample Panels: Before installing unit masonry, build sample panels, using materials indicated for the completed Work, to verify selections made under sample Submittals and to demonstrate aesthetic effects. Build sample panels for each type of exposed unit masonry assembly in sizes approximately 48 inches long by 48 inches high by full thickness.
  1. Locate panels in the locations indicated or, if not indicated, as directed by Architect.
  2. Clean exposed faces of panels with masonry cleaner indicated.
  3. Where masonry is to match existing, erect panels adjacent and parallel to existing surface.

4. Protect approved sample panels from the elements with weather-resistant membrane.
5. Maintain sample panels during construction in an undisturbed condition as a standard for judging the completed Work.
6. Approval of sample panels is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; aesthetic qualities of workmanship; and other material and construction qualities specifically approved by Architect in writing.
  - a. Approval of sample panels does not constitute approval of deviations from the Contract Documents contained in sample panels, unless such deviations are specifically approved by Architect in writing.
7. Demolish and remove sample panels when directed.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

#### 1.7 PROJECT CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
  1. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.
  2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least 3 days after building masonry walls or columns.

- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
1. Protect base of walls from rain-splashed mud and from mortar splatter by coverings spread on ground and over wall surface.
  2. Protect sills, ledges, and projections from mortar droppings.
  3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1.
1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.
- E. Hot-Weather Requirements: Protect unit masonry work when temperature and humidity conditions produce excessive evaporation of water from mortar and grout. Provide artificial shade and wind breaks and use cooled materials as required.
1. When ambient temperature exceeds 100 deg F, or 90 deg F with a wind velocity greater than 8 mph, do not spread mortar beds more than 48 inches ahead of masonry. Set masonry units within one minute of spreading mortar.

## PART 2 - PRODUCTS

### 2.1 CONCRETE MASONRY UNITS

- A. General: Provide shapes indicated and as follows:
1. Provide special shapes for lintels, corners, jambs, sash, control joints, headers, bonding, and other special conditions.
  2. Provide square-edged units for outside corners, unless indicated as bullnose.
- B. Concrete Masonry Units: ASTM C90 and as follows:
1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 1900 psi (13.1 MPa)
  2. Weight Classification: Normal weight.
  3. Provide Type I, moisture-controlled units.
  4. Size (Width): Manufactured to the following dimensions as indicated on the plans:
    - a. 4 inches nominal; 3-5/8 inches actual.

- b. 6 inches nominal; 5-5/8 inches actual.
  - c. 8 inches nominal; 7-5/8 inches actual.
  - d. 12 inches nominal; 11-5/8 inches actual.
5. Exposed Faces: Manufacturer's standard color and texture, unless otherwise indicated.
- C. Decorative Concrete Masonry Units: ASTM C90 and as follows: (See plans for exact type)
- 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 1900 psi (13.1 MPa.)
  - 2. Weight Classification: Normal weight.
  - 3. Provide Type I, moisture-controlled units.
  - 4. Size: Manufactured to dimensions indicated for nondecorative units.
  - 5. Finish: Exposed faces of the following general description matching color, pattern, and texture of Architect's samples.
    - a. Normal-weight aggregate, split-face finish.
  - 6. Integral Water Repellent: Provide units made with liquid polymeric, integral water-repellent admixture that does not reduce flexural bond strength. Units made with integral water repellent, when tested as a wall assembly made with mortar containing integral water-repellent manufacturer's mortar additive according to ASTM E 514, with test period extended to 24 hours, show no visible water or leaks on the back of the test specimen.
    - a. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - b. Products: Subject to compliance with requirements, provide one of the following:
      - 1) Block Plus W-10; Addiment Inc.
      - 2) Dry-Block; W. R. Grace & Co., Construction Products Division.
      - 3) Rheopel; Master Builders.
      - 4) Architect/Owner Approved Equal

## 2.2 MORTAR AND GROUT MATERIALS

- A. Portland Cement-Lime Mix: Packaged blend of portland cement complying with ASTM C 150, Type I or Type III, and hydrated lime complying with ASTM C 207.
- B. Aggregate for Mortar: ASTM C 144; except for joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
  - 1. White-Mortar Aggregates: Natural white sand or ground white stone.
  - 2. Colored-Mortar Aggregates: Natural-colored sand or ground marble, granite, or other sound stone; of color necessary to produce required mortar color.
- C. Aggregate for Grout: ASTM C 404.
- D. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494, Type C, and recommended by the manufacturer for use in masonry mortar of composition indicated.

- E. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with concrete masonry units, containing integral water repellent by same manufacturer.
- F. Water: Potable.
- G. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Colored Portland Cement-Lime Mix:
    - a. Eaglebond; Blue Circle Cement.
    - b. Color Mortar Blend; Glen-Gery Corporation.
    - c. Rainbow Mortamix Custom Color Cement/Lime; Holnam, Inc.
    - d. Centurion Colorbond PL; Lafarge Corporation.
    - e. Lehigh Custom Color Portland/Lime; Lehigh Portland Cement Co.
    - f. Riverton Portland Cement Lime Custom Color; Riverton Corporation.
    - g. Architect/Owner Approved Equal
  - 2. Cold-Weather Admixture:
    - a. Accelguard 80; Euclid Chemical Co.
    - b. Morseled; W. R. Grace & Co., Construction Products Division.
    - c. Trimix-NCA; Sonneborn, Div. of ChemRex, Inc.
    - d. Architect/Owner Approved Equal
  - 3. Water-Repellent Admixture:
    - a. Mortar Tite; Addiment Inc.
    - b. Dry-Block Mortar Admixture; W. R. Grace & Co., Construction Products Division.
    - c. Rheopel; Master Builders.
    - d. Architect/Owner Approved Equal

## 2.3 REINFORCING STEEL

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M; Grade 60.

## 2.4 MASONRY JOINT REINFORCEMENT

- A. General: ASTM A951 and as follows:
  - 1. Hot-dip galvanized, carbon-steel wire for both interior and exterior walls.
  - 2. Wire Size for Side Rods: W1.7 or 0.148 inch (3.8 mm).
  - 3. Wire Size for Cross Rods: W1.7 or 0.148 inch (3.8 mm).
  - 4. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units where indicated.
- B. For single-wythe masonry, provide either ladder or truss type with single pair of side rods and cross rods spaced not more than 16 inches o.c.
- C. For multiwythe masonry, provide types as follows:

1. Ladder type with perpendicular cross rods spaced not more than 16 inches o.c. and 1 side rod for each face shell of hollow masonry units more than 4 inches in width, plus 1 side rod for each wythe of masonry 4 inches or less in width.
2. Tab type with single pair of side rods spaced for embedment within each face shell of backup wythe and rectangular box-type cross ties spaced not more than 16 inches o.c. Size ties to extend at least halfway through outer wythe but with at least 5/8-inch cover on outside face.

## 2.5 TIES AND ANCHORS, GENERAL

- A. General: Provide ties and anchors, specified in subsequent articles, made from materials that comply with this Article, unless otherwise indicated.
- B. Hot-Dip Galvanized Carbon-Steel Wire: ASTM A 82; with ASTM A 153, Class B-2 coating.
- C. Steel Sheet, Galvanized after Fabrication: ASTM A 366/A 366M cold-rolled, carbon-steel sheet hot-dip galvanized after fabrication to comply with ASTM A 153.
- D. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

## 2.6 BENT WIRE TIES

- A. General: Rectangular units with closed ends and not less than 4 inches wide. Z-shaped ties with ends bent 90 degrees to provide hooks not less than 2 inches long may be used for masonry constructed from solid units or hollow units laid with cells horizontal.
  1. Where coursing between wythes does not align, use adjustable ties composed of 2 parts; 1 with pintles, the other with eyes; with maximum misalignment of 1-1/4 inches.
- B. Wire: Fabricate from 3/16 inch (4.8 mm) diameter, hot-dip galvanized steel wire.

## 2.7 ADJUSTABLE ANCHORS FOR CONNECTING TO STEEL FRAME

- A. General: Provide two-piece assemblies that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall.
  1. Anchor Section: Crimped 1/4-inch diameter, hot-dip galvanized steel wire anchor section for welding to steel.
  2. Tie Section: Triangular-shaped wire tie, sized to extend within 1 inch of masonry face, made from 0.1875 inch (4.8 mm) diameter, hot-dip galvanized steel wire.

## 2.8 ADJUSTABLE MASONRY-VENEER ANCHORS

- A. General: Provide two-piece assemblies that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to wood or metal studs, and as follows:

1. Structural Performance Characteristics: Capable of withstanding a 100-lbf load in both tension and compression without deforming or developing play in excess of 0.05 inch.
- B. Screw-Attached, Masonry-Veneer Anchors: Units consisting of a wire tie section and a metal anchor section complying with the following requirements:
1. Anchor Section: Rib-stiffened, sheet metal plate with screw holes top and bottom, 2-3/4 inches wide by 3 inches high; with projecting tabs having slotted holes for inserting vertical legs of wire tie specially formed to fit anchor section.
  2. Anchor Section: Sheet metal plate with screw holes top and bottom and with raised rib-stiffened strap stamped into center to provide a slot between strap and plate for connection of wire tie.
    - a. Plate 1-1/4 inches wide by 6 inches long with strap 5/8 inch wide by 3-5/8 inches (92 mm) long; slot clearance formed between face of plate and back of strap shall not exceed diameter of wire tie by more than 1/32 inch.
  3. Wire Tie Section: Triangular or Rectangular shaped wire tie sized to extend at least halfway through veneer but with at least 5/8-inch cover on outside face.
  4. Fabricate sheet metal anchor sections and other sheet metal parts from 0.0966 inch, thick, steel sheet, galvanized after fabrication.
  5. Fabricate wire tie sections from 0.1875 inch diameter, hot-dip galvanized steel wire.
- C. Steel Drill Screws for Steel Studs: ASTM C 954 except manufactured with hex washer head and neoprene washer, No. 10 diameter by length required to penetrate steel stud flange by not less than 3 exposed threads, and with the following corrosion protective coating:
1. Organic polymer coating with salt-spray resistance to red rust of more than 800 hours per ASTM B 117.
- D. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
1. Screw-Attached, Masonry-Veneer Anchors:
    - a. D/A 213; Dur-O-Wal, Inc.
    - b. D/A 210 with D/A 700-708; Dur-O-Wal, Inc.
    - c. 315-D with 316; Heckman Building Products, Inc.
    - d. Pos-I-Tie; Heckman Building Products, Inc.
    - e. DW-10; Hohmann & Barnard, Inc.
    - f. DW-10HS; Hohmann & Barnard, Inc.
    - g. DW-10-X; Hohmann & Barnard, Inc.
    - h. 1004, Type III; Masonry Reinforcing Corporation of America.
    - i. RJ-711; Masonry Reinforcing Corporation of America.
    - j. Architect/Owner Approved Equal
  2. Organic-Polymer-Coated, Steel Drill Screws:
    - a. Dril-Flex; Elco Industries, Inc.
    - b. Traxx; ITW-Buildex.
    - c. Architect/Owner Approved Equal



## 2.9 MISCELLANEOUS ANCHORS

- A. Anchor Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153, Class C; of diameter and length indicated and in the following configurations:
  - 1. Headed bolts.
  - 2. Nonheaded bolts, bent in manner indicated.
  
- B. Postinstalled Anchors: Anchors as described below, with capability to sustain, without failure, load imposed within factors of safety indicated, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.
  - 1. Type: Expansion anchors.
  - 2. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (5 microns) for Class SC 1 service condition (mild).
  - 3. For Postinstalled Anchors in Grouted Masonry Units: Capability to sustain, without failure, a load equal to six times the loads imposed.

## 2.10 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Fabricate from the following metal complying with requirements specified in Division 7 Section "Sheet Metal Flashing and Trim" and below:
  
- B. Solder and Sealants for Sheet Metal Flashings: As specified in Division 7 Section "Sheet Metal Flashing and Trim."

## 2.11 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene, urethane or PVC.
  
- B. Preformed Control-Joint Gaskets: Material as indicated below, designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
  - 1. Styrene-Butadiene-Rubber Compound: ASTM D 2000, Designation M2AA-805.
  
- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
  
- D. Round Plastic Weep/Vent Tubing: Medium-density polyethylene, 3/8-inch OD by 4 inches long.
  
- E. Wicking Material: Cotton or polyester rope, 1/4 to 3/8 inch in diameter, in length required to produce 2-inch exposure on exterior and 18 inches in cavity between wythes.
  
- F. Plastic Weep Hole/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, designed to fill head joint with outside face held back 1/8 inch from exterior face of masonry, in color selected from manufacturer's standard.

- G. Cavity Drainage Material:  $\frac{3}{4}$  inch (19 mm) thick, free-draining mesh; made from polyethylene strands and shaped to avoid being clogged by mortar droppings.
- H. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells with loops for holding reinforcing bars in center of cells. Units are formed from 0.142 inch (3.6 mm) steel wire, hot-dip galvanized after fabrication.
  - 1. Provide units with either two loops or four loops as needed for number of bars indicated.
- I. Available Products: Subject to compliance with requirements, cavity drainage materials that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Plastic Weep Hole/Vent:
    - a. Cell Vent; Dur-O-Wal, Inc.
    - b. Architect/Owner Approved Equal
  - 2. Cavity Drainage Material:
    - a. Mortar Break; Advanced Building Products, Inc.
    - b. CavClear Masonry Mat; CavClear.
    - c. Mortar Net; Mortar Net USA, Ltd.
    - d. Mortar Stop; Polytite Manufacturing Corp.
    - e. Architect/Owner Approved Equal
  - 3. Reinforcing Bar Positioners:
    - a. D/A 811; Dur-O-Wal, Inc.
    - b. No. 376 Rebar Positioner; Heckman Building Products, Inc.
    - c. #RB Rebar Positioner; Hohmann & Barnard, Inc.
    - d. O-Ring Rebar Positioner; Masonry Reinforcing Corporation of America.
    - e. Architect/Owner Approved Equal

## 2.12 MASONRY CLEANERS

- A. Job-Mixed Detergent Solution: Solution of 1/2-cup dry measure tetrasodium polyphosphate and 1/2-cup dry measure laundry detergent dissolved in 1 gal. of water.

## 2.13 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
  - 2. Add cold-weather admixture (if used) at the same rate for all mortar, regardless of weather conditions, to ensure that mortar color is consistent.

- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in the form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C270, Proportion Specification.
  - 1. For masonry below grade, in contact with earth, and where indicated, use Type S.
  - 2. For reinforced masonry and where indicated, use Type S.
- D. Grout for Unit Masonry: Comply with ASTM C 476.
  - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 5 of ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
  - 2. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Before installation, examine rough-in and built-in construction to verify actual locations of piping connections.

### 3.2 INSTALLATION, GENERAL

- A. Thickness: Build cavity and composite walls and other masonry construction to the full thickness shown. Build single-wythe walls to the actual widths of masonry units, using units of widths indicated.
- B. Build chases and recesses to accommodate items specified in this Section and in other Sections of the Specifications.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to the opening.
- D. Cut masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide a continuous pattern and to fit adjoining construction. Where possible, use full-size units without cutting. Allow units cut with water-cooled saws to dry before placing, unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
  - 1. Mix units from several pallets or cubes as they are placed.

- F. Wetting of Brick: Wet brick before laying if the initial rate of absorption exceeds 30 g/30 sq. in. (30 g/194 sq. cm) per minute when tested per ASTM C 67. Allow units to absorb water so they are damp but not wet at the time of laying.

### 3.3 CONSTRUCTION TOLERANCES

- A. Comply with tolerances in ACI 530.1/ASCE 6/TMS 602 and the following:
- B. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/4 inch in 20 feet, nor 1/2 inch maximum.
- C. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, nor 1/2 inch maximum.
- D. For conspicuous horizontal lines, such as exposed lintels, sills, parapets, and reveals, do not vary from level by more than 1/4 inch in 20 feet, nor 1/2 inch maximum.
- E. For exposed bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch. Do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
- F. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8 inch.

### 3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Lay exposed masonry in the following bond pattern; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
  - 1. One-half running bond with vertical joint in each course centered on units in courses above and below.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: In each course, rack back one-half-unit length for one-half running bond. Clean exposed surfaces of set masonry and remove loose masonry units and mortar before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified under this and other Sections of the Specifications. Fill in solidly with masonry around built-in items.
- F. Fill space between hollow-metal frames and masonry solidly with mortar, unless otherwise indicated.

- G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath in the joint below and rod mortar or grout into core.
- H. Fill cores in hollow concrete masonry units with grout for full height of wall under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.
- I. Build non-load-bearing interior partitions full height of story to underside of solid floor or roof structure above, unless otherwise indicated.
  - 1. Install compressible filler in joint between top of partition and underside of structure above.

### 3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow masonry units as follows:
  - 1. With full mortar coverage on horizontal and vertical face shells.
  - 2. Bed webs in mortar in starting course on footings and in all courses of piers, columns, and pilasters, and where adjacent to cells or cavities to be filled with grout.
  - 3. For starting course on footings where cells are not grouted, spread out full mortar bed, including areas under cells.
- B. Lay solid brick-size masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
  - 1. At cavity walls, bevel beds away from cavity, to minimize mortar protrusions into cavity. As work progresses, trowel mortar fins protruding into cavity flat against the cavity face of the brick.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than the joint thickness, unless otherwise indicated.
- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint), unless otherwise indicated.

### 3.6 BONDING OF MULTI-WYTHE MASONRY

- A. Use masonry joint reinforcement installed in horizontal mortar joints to bond wythes together.
- B. Corners: Provide interlocking masonry unit bond in each wythe and course at corners, unless otherwise indicated.
  - 1. Provide continuity with masonry joint reinforcement at corners by using prefabricated "L" units as well as masonry bonding.
- C. Intersecting and Abutting Walls: Unless vertical expansion or control joints are shown at juncture, bond walls together as follows:
  - 1. Provide continuity with masonry joint reinforcement by using prefabricated "T" units.

### 3.7 CAVITIES

- A. Keep cavities clean of mortar droppings and other materials during construction. Strike joints facing cavities flush.
  - 1. Use wood strips temporarily placed in cavity to collect mortar droppings. As work progresses, remove strips, clean off mortar droppings, and replace in cavity.

### 3.8 MASONRY-CELL INSULATION

- A. Install molded-polystyrene insulation units into masonry unit cells before laying units.

### 3.9 MASONRY JOINT REINFORCEMENT

- A. General: Provide continuous masonry joint reinforcement as indicated. Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
  - 1. Space reinforcement not more than 16 inches o.c.
- B. Cut or interrupt joint reinforcement at control and expansion joints, unless otherwise indicated.
- C. Provide continuity at corners and wall intersections by using prefabricated "L" and "T" sections. Cut and bend reinforcing units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

### 3.10 ANCHORING MASONRY TO STRUCTURAL MEMBERS

- A. Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following:
  - 1. Provide an open space not less than 1 inch in width between masonry and structural member, unless otherwise indicated. Keep open space free of mortar or other rigid materials.
  - 2. Anchor masonry to structural members with flexible anchors embedded in masonry joints and attached to structure.
  - 3. Space anchors as indicated, but not more than 16 inches o.c. vertically and 32 inches o.c. horizontally.

### 3.11 ANCHORING MASONRY VENEERS

- A. Anchor masonry veneers to wall framing with masonry-veneer anchors to comply with the following requirements:
  - 1. Fasten each anchor section through sheathing to wall framing with two metal fasteners of type indicated.
  - 2. Embed tie sections in masonry joints. Provide not less than 2 inches of air space between back of masonry veneer and face of sheathing.

3. Locate anchor sections to allow maximum vertical differential movement of ties up and down.
4. Space anchors as indicated, but not more than 16 inches o.c. vertically and 32 inches o.c. horizontally with not less than 1 anchor for each 3.5 sq. ft. of wall area. Install additional anchors within 12 inches of openings and at intervals, not exceeding 36 inches, around perimeter.

### 3.12 CONTROL AND EXPANSION JOINTS

- A. General: Install control and expansion joints in unit masonry as follows unless otherwise indicated on drawings. Build-in related items as masonry progresses. Do not form a continuous span through movement joints unless provisions are made to prevent in-plane restraint of wall or partition movement.
  1. Vertical control joints shall be spaced at maximum 20'-0" o.c. in any continuous run of wall.
- B. Form control joints in concrete masonry as follows:
  1. Fit bond-breaker strips into hollow contour in ends of concrete masonry units on one side of control joint. Fill resultant core with grout and rake joints in exposed faces.
  2. Install preformed control-joint gaskets designed to fit standard sash block.
  3. Install interlocking units designed for control joints. Install bond-breaker strips at joint. Keep head joints free and clear of mortar or rake joint.
  4. Install temporary foam-plastic filler in head joints and remove filler when unit masonry is complete.

### 3.13 LINTELS

- A. Install steel lintels where indicated or as required to provide support above all openings as shown on the architectural, structural, mechanical, plumbing or electrical plans.
- B. Provide masonry lintels where shown and where openings of more than 12 inches for brick-size units and 24 inches for block-size units are shown without structural steel or other supporting lintels.
  1. Provide prefabricated or built-in-place masonry lintels if required in the architectural plans. Use specially formed bond beam units with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.
- C. Provide minimum bearing of 8 inches at each jamb, unless otherwise indicated.
- D. Fill cores in hollow concrete masonry units with grout for full height of wall under all lintels.

### 3.14 FLASHING, WEEP HOLES, AND VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.

- B. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Unless otherwise indicated, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
- C. Install flashing as follows:
  - 1. At masonry-veneer walls, extend flashing from exterior face of veneer, through veneer, up face of sheathing at least 8 inches, and behind air-infiltration barrier or building paper.
  - 2. At lintels and shelf angles, extend flashing a minimum of 4 inches into masonry at each end. At heads and sills, extend flashing 4 inches at ends and turn flashing up not less than 2 inches to form a pan.
- D. Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashing and as follows:
  - 1. Use round plastic tubing, wicking material or plastic weep hole/vents to form weep holes.
  - 2. Use wicking material to form weep holes above flashing in brick sills. Turn wicking down at lip of sill to be as inconspicuous as possible.
  - 3. Space weep holes formed from plastic tubing or wicking material 16 inches o.c.
  - 4. Place cavity drainage material immediately above flashing in cavities.
- E. Trim wicking material used in weep holes flush with outside face of wall after mortar has set.
- F. Install reglets and nailers for flashing and other related construction where they are shown to be built into masonry.

### 3.15 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores to support reinforced masonry elements during construction.
  - 1. Construct formwork to conform to shape, line, and dimensions shown. Make it sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
  - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other temporary loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements of ACI 530.1/ASCE 6/TMS 602.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained sufficient strength to resist grout pressure.
  - 1. Comply with requirements of ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.



### 3.16 PARGING

- A. Parge predampened masonry walls, where indicated, with Type S or Type N mortar applied in 2 uniform coats to a total thickness of 3/4 inch. Scarify first parge coat to ensure full bond to subsequent coat.
- B. Use a steel-trowel finish to produce a smooth, flat, dense surface with a maximum surface variation of 1/8 inch per foot. Form a wash at top of parging and a cove at bottom.
- C. Damp-cure parging for at least 24 hours and protect the parging until cured.

### 3.17 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
  - 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film, or waterproof masking tape.
  - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing the surfaces thoroughly with clear water.
  - 5. Clean brick by the bucket-and-brush hand-cleaning method described in BIA Technical Notes No. 20, using job-mixed detergent solution.

### 3.18 MASONRY WASTE DISPOSAL

- A. Recycling: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.

END OF SECTION



## SECTION 05 40 00

### COLD-FORMED METAL FRAMING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Interior non load-bearing wall framing.
- B. Related Sections include the following:
  - 1. Division 13 Section "Structural Retrofit Roof Sub-Framing System".

##### 1.3 DEFINITIONS

- A. Minimum Uncoated Steel Thickness: Minimum uncoated thickness of cold-formed framing delivered to the Project site shall be not less than 95 percent of the thickness used in the cold-formed framing design. Lesser thicknesses shall be permitted at bends due to cold forming.

##### 1.4 SUBMITTALS

- A. Product Data: For each type of cold-formed metal framing product and accessory indicated.
- B. Shop Drawings: Show layout, spacings, sizes, thicknesses, and types of cold-formed metal framing; fabrication; and fastening and anchorage details, including mechanical fasteners. Show reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining Work.
- C. Mill certificates signed by steel sheet producer or test reports from a qualified independent testing agency indicating steel sheet complies with requirements.
- D. Welding Certificates: Copies of certificates for welding procedures and personnel. This document is to be included with the bid; refer to the Bid Document Checklist.
- E. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified. This document is to be included with the bid; refer to the Bid Document Checklist.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed cold-formed metal framing similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance. This document is to be included with the bid; refer to the Bid Document Checklist.
- B. Mill certificates signed by steel sheet producer or test reports from a qualified independent testing agency indicating steel sheet complies with requirements, including uncoated steel thickness, yield strength, tensile strength, total elongation, chemical requirements, ductility, and galvanized-coating thickness.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- D. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code-Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."
- E. AISI Specifications: Comply with AISI's "Specification for the Design of Cold-Formed Steel Structural Members" or "Load and Resistance Factor Design Specification for Cold-Formed Steel Structural Members" and the following for calculating structural characteristics of cold-formed metal framing.
  - 1. CCFSS Technical Bulletin: "AISI Specification Provisions for Screw Connections."

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling.
- B. Store cold-formed metal framing, protect with a waterproof covering, and ventilate to avoid condensation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering cold-formed metal framing that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Allied American Studco, Inc.
  - 2. California Metal Systems, Inc.
  - 3. Clark Steel Framing Industries.
  - 4. Consolidated Systems, Inc.
  - 5. Design Shapes in Steel.
  - 6. Knorr Steel Framing Systems.

7. Steel Construction Systems.
8. United Metal Products, Inc.
9. Or Architect/Owner approved equal.

## 2.2 MATERIALS

- A. Steel Sheet: ASTM A 653/A 653M, structural steel, zinc coated, of grade and coating as follows:
1. Grade: 33 for minimum uncoated steel thickness of 0.0428 inch and less; 40 for minimum uncoated steel thickness of 0.0538 inch and greater.
  2. Coating: G60.

## 2.3 NON-LOAD-BEARING WALL FRAMING

- A. Steel Studs: Manufacturer's standard C-shaped steel studs, of web depths indicated, punched, with stiffened flanges, complying with ASTM C 955, and as follows:
1. Minimum Uncoated-Steel Thickness: 0.0428 inch.
  2. Flange Width: 1 -5/8 inches.
- B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, complying with ASTM C 955, and as follows:
1. Minimum Uncoated-Steel Thickness: 0.0428 inch.
  2. Flange Width: 1-1/4 inches.
- C. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal and lateral loads, and as follows:.
1. Minimum Uncoated-Steel Thickness: 0.0428 inch.
  2. Flange Width: A minimum of 2 inches.

## 2.4 FRAMING ACCESSORIES

- A. Fabricate steel-framing accessories of the same material and finish used for framing members, with a minimum yield strength of 33,000 psi.
- B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
1. Supplementary framing.
  2. Bracing, bridging, and solid blocking.
  3. Web stiffeners.
  4. End clips.
  5. Foundation clips.
  6. Gusset plates.
  7. Stud kickers, knee braces, and girts.

## 2.5 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123.
- B. Anchor Bolts: ASTM F 1554, Grade 36, threaded carbon-steel hex-headed bolts and carbon-steel nuts; and flat, hardened-steel washers; zinc coated by hot-dip process according to ASTM A 153/A 153M, Class C.
- C. Expansion Anchors: Fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 5 times design load, as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.
- D. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with capability to sustain, without failure, a load equal to 10 times design load, as determined by testing per ASTM E 1190 conducted by a qualified independent testing agency.
- E. Mechanical Fasteners: Corrosion-resistant-coated, self-drilling, self-threading steel drill screws.
  - 1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.
- F. Welding Electrodes: Comply with AWS standards.

## 2.6 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035.
- B. Nonmetallic, Nonshrink Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, and plasticizing and water-reducing agents, complying with ASTM C 1107, with fluid consistency and 30-minute working time.

## 2.7 FABRICATION

- A. Fabricate cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened, according to manufacturer's written recommendations and requirements in this Section.
  - 1. Fabricate framing assemblies using jigs or templates.
  - 2. Cut framing members by sawing or shearing; do not torch cut.
  - 3. Fasten cold-formed metal framing members by welding. Wire tying of framing members is not permitted. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
  - 4. Fasten cold-formed metal framing members by welding or screw fastening, as standard with fabricator. Wire tying of framing members is not permitted.
    - a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners and install according to Shop Drawings, with screw penetrating joined members by not less than three exposed screw threads.

5. Fasten other materials to cold-formed metal framing by welding, bolting, or screw fastening, according to Shop Drawings.
- B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies to prevent damage or permanent distortion.
- C. Fabrication Tolerances: Fabricate assemblies' level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:
  1. Spacing: Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
  2. Squareness: Fabricate each cold-formed metal framing assembly to a maximum out-of-square tolerance of 1/8 inch.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine supporting substrates and abutting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Grout bearing surfaces uniform and level to ensure full contact of bearing flanges or track webs on supporting concrete or masonry construction.

### 3.3 INSTALLATION, GENERAL

- A. Cold-formed metal framing may be shop or field fabricated for installation, or it may be field assembled.
- B. Install cold-formed metal framing according to ASTM C 1007, unless more stringent requirements are indicated.
- C. Install cold-formed metal framing and accessories plumb, square, and true to line, and with connections securely fastened, according to manufacturer's written recommendations and requirements in this Section.
  1. Cut framing members by sawing or shearing; do not torch cut.
  2. Fasten cold-formed metal framing members by welding or screw fastening, as standard with fabricator. Wire tying of framing members is not permitted.
    - a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners and install according to Shop Drawings, with screw penetrating joined members by not less than three exposed screw threads.

- D. Install framing members in one-piece lengths, unless splice connections are indicated for track or tension members.
- E. Install temporary bracing and supports to secure framing and support loads comparable in intensity to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
- F. Do not bridge building expansion and control joints with cold-formed metal framing. Independently frame both sides of joints.
- G. Install insulation in built-up exterior framing members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work.
- H. Fasten hole reinforcing plate over web penetrations that exceed size of manufacturer's standard punched openings.
- I. Erection Tolerances: Install cold-formed metal framing level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Space individual framing members no more than plus or minus 1/8 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

#### 3.4 NON-LOAD-BEARING-WALL INSTALLATION

- A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure as indicated.
- B. Fasten both flanges of studs to top and bottom track, unless otherwise indicated. Space studs as follows:
  - 1. Stud Spacing: 16 inches.
- C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar requirements.
- D. Isolate non-load-bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
  - 1. Install single deep-leg deflection tracks and anchor to building structure.
- E. Install horizontal bridging in curtain-wall studs, spaced in rows indicated on Shop Drawings but not more than 54 inches apart. Fasten at each stud intersection.
  - 1. Bridging: Cold-rolled steel channel welded or mechanically fastened to webs of punched studs.
- F. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, fasteners, and stud girts, to provide a complete and stable curtain-wall-framing system.



### 3.5 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed metal framing with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Touchup Painting: Wire brush, clean, and paint scarred areas, welds, and rust spots on fabricated and installed prime-painted, cold-formed metal framing. Paint framing surfaces with same type of shop paint used on adjacent surfaces.
- C. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure cold-formed metal framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION



SECTION 06 10 00  
ROUGH CARPENTRY

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes blocking in wall openings; wood furring and grounds; back boards, and concealed wood blocking.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate framing system, loads and cambers, bearing details, framed openings.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with the following agencies:
  - 1. Lumber Grading Agency: Certified by NIST PS 20.
  - 2. Plywood Grading Agency: Certified by APA/The Engineered Wood Association.
- B. Surface Burning Characteristics:
  - 1. Fire Retardant Treated Materials: Maximum 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- C. Apply label from agency approved by authority having jurisdiction to identify each fire retardant treated material.
- D. Perform Work in accordance with authorities having jurisdiction.

PART 2 PRODUCTS

2.1 LUMBER MATERIALS

- A. Lumber Grading Rules: WWPA G-5.
- B. Sill Plate: Pressure treated .40 cca / syp.

2.2 SHEATHING MATERIALS

- A. Plywood Roof Sheathing: Plywood; Exposure Durability 1; sanded.
- B. Plywood Wall Sheathing: Structural I; Exposure Durability 1; sanded.

2.3 ACCESSORIES

- A. Fasteners: Plain finish elsewhere.

- B. Die Stamped Connectors:
- C. Structural Framing Connectors: Galvanized steel, sized to suit framing conditions.
- D. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.
- E. Sill Gasket: Plate width, closed cell foam strip.
- F. Sill Flashing (Under Sill Gasket): Polyethylene sheet or Galvanized steel.

### PART 3 EXECUTION

#### 3.1 FRAMING

- A. Erect wood framing members in accordance with the International Building Code, latest edition. Place members level and plumb. Place horizontal members crown side up.
- B. Place sill gasket directly on sill flashing.
- C. Bridging to be provided and installed as per manufacturer specifications.

#### 3.2 SHEATHING

- A. Secure sheathing with ends staggered, over firm bearing.

#### 3.3 SITE APPLIED WOOD TREATMENT

- A. Treat site-sawn cuts. Brush apply two coats of preservative treatment on untreated wood in contact with cementitious materials, roofing, and related metal flashings.
- B. Allow preservative to cure prior to erecting members.

END OF SECTION

**SECTION 07130**  
**EXPANSION JOINT SEAL**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Supplementary Conditions and Division 1 Specification Sections apply to this Section.

**1.2 SUMMARY OF WORK**

- A. Provide all labor, equipment, materials, supervision and services to install watertight, traffic bearing expansion joint seal in accordance with these specifications and as shown on drawings.

**1.3 SUBMITTALS**

- A. Product data from manufacturer for each joint seal products and necessary installation material including primer, joint bonder, etc. The Contractor shall submit Manufacturer's literature including instructions for surface preparation, mixing and application.

**1.4 QUALITY ASSURANCE**

- A. Work under this section shall be performed by the manufacturer or an applicator approved by the manufacturer, both having a minimum of five continuous years of experience in parking garage construction. The manufacturer shall evidence in writing that the applicator designated to perform the work is qualified to install the specified systems.
- B. The joint shall be installed in accordance with the manufacturer installation procedures.
- C. Mix only full units do not break units apart.

**1.5 DELIVERY, STORAGE AND HANDLING**

- A. Deliver all materials to the site in original, unopened containers bearing labels indicating material name, date of manufacture and batch number.
- B. All material shall be delivered on the job and stored in place protected from damage, moisture and exposure to the elements in exact accordance with manufacturer's instructions.
- C. Any opened or damaged containers shall not be used.

## 1.6 PROJECT CONDITIONS

- A. Do not proceed with application under any of the following conditions:
  - 1. Ambient temperature is less than 0° F or a damp, frosty, snow covered, or contaminated surface exists.
  - 2. Substrate surfaces have cured for less than 1 month.
  - 3. When joint substrates are wet.
  - 4. Substrate is frozen, or surface temperature is less than 40° F.
  - 5. Do not install joint seal if rain is expected within 6 hours of application.
  - 6. Coordinate expansion joint seal work with other trades.
  - 7. Protect adjoining surfaces against damage or soiling.
  - 8. Warn personnel against breathing of vapors and contact of materials with skin or eyes. Wear applicable personal protective equipment.
  - 9. Keep flammable products away from spark or flame. Do not allow the use of spark producing equipment during application until all vapors have dissipated. Post "No Smoking" signs.
- B. Install materials in accordance with all the safety and weather conditions required by the manufacturer or appropriate authority.
- C. Take necessary precautions to seal off openings that will allow vapors to migrate into occupied spaces.
- D. Maintain work area in a neat and orderly condition, removing empty containers, rages, and rubbish daily from site.

## 1.7 WARRANTY

- A. The manufacturer and approved applicator shall provide a five (5) year guarantee that the joint seal will not leak or fail from normal vehicular traffic.
- B. All material shall be warranted against defects in workmanship for a period of five (5) years.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. The performed, impermeable, flexible, expansion joint material shall have a minimum:
  - 1. Contain ultra-violet stable carbon black
  - 2. Able to withstand internal temperatures of -70oC to 70oC
  - 3. Low density, closed cell, cross-linked, ethylene, vinyl acetate, polyethylene, copolymer, foam
  - 4. Adhered to the substrate with two component, 100% solid modified epoxy adhesive
  - 5. Grooves 1/8" (3mm) x 1/8" (3mm) x 1/4" (6mm) spacing on the vertical surface of the bond line
  - 6. Chemical resistant to gasoline, salts, and other road hazards, etc.

7. Material shall not protrude or deflect (from its original state +/- 1/4") during compression and tension
  8. Install the material recessed 1/8" below the surface of the substrate.
  9. Working range of 60% compression and 30% tension
  10. The top and bottom of the material shall be clearly visible and marked
- B. The expansion joint seal system shall be a complete system of compatible materials designed by the manufacturer to produce a waterproof, traffic bearing expansion joint seal.
- C. Preformed expansion joint material:
1. Ply-Seal XE as manufactured by Poly Set Company
  2. WaboEvazote UV as manufactured by Watson Bowman Acme
  3. Approved equal
- D. Elastomeric Concrete:
1. Poly-Krete as manufactured by Poly Set Company
  2. Wabo Crete II as manufactured by Watson Bowmen Acme
  3. Approved equal

### **PART 3 - EXECUTION**

#### **3.1 GENERAL**

- A. All work shall be installed in strict accordance with expansion joint seal manufacturer's recommendations and installation instructions.
- B. The adjacent deck surfaces be taped off and protected to assure a clean, neat professional installation.
- C. All surfaces in contact with the expansion joint seal shall be of sound material.

#### **3.2 JOINT INSTALLATION**

- A. Form joint opening as required.
- B. Place the preformed joint material lengthwise next to the expansion joint. Verify that the joint material is 25% wider than the joint opening. In cold weather installations, the joint material's compression may be reduced. Conversely, in excessive heat, long intervals between joints, or other conditions that might indicate excessive movement, it may be necessary to have the joint materials under additional compression. Please consult the appropriate engineer's in order to make this determination. The factory-laminated welds that run the length of the material indicate the depth. THEY SHOULD NOT BE VISIBLE AFTER THE INSTALLATION IS COMPLETE.
- C. After opening both cans of the bonding agent, stir each can of 'A' and 'B' using a separate stirring rod for each so that the two different components do not contaminate each other, or the bond may cure prematurely.

- D. Pour the two components, AT THE SPECIFIED MIXING RATION, into a clean mixing bucket. Mix with a low speed drill (400 rpm) until a uniform gray color is achieved. There should be no visible marbling. Depending upon several factors; experience, the size of the joint material, weather, etc. it may be best to mix a half gallon of bonder at a time.
- E. Apply a generous amount of bonder on BOTH the joint surfaces as well as the joint material. With gloved hands, compress the joint material and push it into the joint until it is recessed  $\frac{1}{4}$  to  $\frac{1}{8}$  inch below the surface. When pushing down on the material, make sure to exert the pressure only in a downward direction. If the material is pressed into the joint at an angle, it may become stretched. This will prevent it from giving the performance limits for which it was designed. ONCE A JOINT HAS BEEN STARTED, DO NOT STOP UNTIL IT HAS BEEN COMPLETED. A margin trowel may be used to clean the excess epoxy from the joint and adjacent surfaces. THIS MUST BE DONE IMMEDIATELY.
- F. Upon completion of the work of this Section, promptly remove from the job site all debris, empty containers, and surplus material derived from this portion of the Work.

END OF SECTION



**SECTION 07 18 16**

**URETHANE DECK COATING SYSTEM**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Supplementary Conditions and Division 1 Specification Sections apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Urethane Deck Coating System.
- B. The Work in this section shall include furnishing all labor, materials and equipment to install the urethane coating system, including surface preparation, crack and joint detailing, and other necessary work in accordance with the Drawings and Specifications.
- C. A Single installer shall be responsible for providing a complete waterproofing system designed to minimize occurrence of common waterproofing and concrete deterioration problems.
- D. Materials shall be compatible with materials or related Work with which they come into contact, and with materials covered by this Section.
- E. Deck Coating Installer shall also be specifically responsible for providing all the preparation work, the joint sealants work and garage restriping work.

**1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Meeting: Conduct preinstallation meeting at project site prior to the commencement of work.

**1.4 SUBMITTALS, GENERAL**

- A. Submittals shall be in accordance with the requirements of Division 1, the conditions of the contract, and as specified in this Section.
- B. Submit for review and approval a complete description of the deck coating system proposed, including all related materials and surface preparation methods to be employed.
- C. Submit two copies of the Manufacturer's literature for all products furnished, including physical properties, performance properties, application information, appropriate Material Safety Data Sheets (MSDS) and other safety requirements.
- D. Submit for record ASTM C 957 test results for thin deck coating systems.

- E. Submit for review and approval Manufacturer's standard Color Chart.
- F. Submit letter of verification showing VOC levels for all products to be used and verification that the VOCs meet local and/or federal limits.
- G. Submit copy of "Certificate of License" issued to the applicator from the Manufacturer.
- H. Submit for record, a qualification statement of the Installer stating projects, size, location, owner and contact, engineer/architect contact for projects that the membrane system has been applied.
- I. Submit for record Manufacturer's "Snow Removal Guideline" stating the procedures the Owner is to follow during snow removal from the deck coating slabs.
- J. Submit letter certifying that the aggregate to be used is approved by the manufacturer.
- K. Sample Warranty.
- L. Manufacturer's on-site representative written acceptance and approval of the surface of preparation prior to application of urethane deck coating system.
- M. Maintenance Data: For traffic coatings to include in maintenance manuals.

#### **1.5 QUALITY ASSURANCE**

- A. Applicator:
  - 1. Work under this section shall be performed by a licensed applicator approved by the manufacturer, having a minimum 5 years' experience installing specified membrane system(s).
  - 2. The manufacturer shall evidence in writing that the applicator designated to perform the work is qualified and approved to install the specified systems.
  - 3. The contractor shall certify in writing and document to the satisfaction of both the Engineer and the urethane manufacturer's representative that he possesses a minimum of 5 (five) years experience in the use and application of similar specified materials and completed minimum 5 projects similar in size/scope and coating system(s) to be used on this project.
- B. Manufacturer:
  - 1. Minimum 5 years' experience in manufacturing deck coating systems.
  - 2. Must make available a qualified manufacturer's on-site representative to assist Installer and Engineer during the installation process including approval of surface preparation and deck coating system application. The Representative shall be experienced in the placement of deck coating systems.
  - 3. Provide proof of purchase and material application rates per manufacturer's verification and installation approval.

#### **1.6 SAMPLES**

- A. Submit for review and approval one sample representative of color, thickness and surface texture.

- B. Install one 10' x 10' field sample representative of system to be installed. Samples are to be approved by the Owner's Representative. Leave sample at the jobsite during the referenced project. Use field sample to verify surface preparation, adhesion, coating thickness, application rates, aggregate type and quantity and slip resistance are acceptable prior to the start of the project.

#### 1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver all materials to the site in original, unopened containers bearing labels indicating material name, date of manufacture and batch number.
- B. Store materials under cover at temperatures not exceeding 90° F.
- C. Store drums on their side and/or as recommended by the manufacturer.

#### 1.8 PROJECT CONDITIONS

- A. Do not proceed with application under any of the following conditions:
  - 1. Ambient temperature is less than 0° F or a damp, frosty, snow covered, or contaminated surface exists.
  - 2. Substrate surfaces have cured for less than 1 month.
  - 3. When joint substrates are wet.
  - 4. Substrate is frozen, or surface temperature is less than 40° F.
  - 5. Do not apply coating if temperatures are expected to fall below 40° F during the installation or if air temperatures are above 110° F.
  - 6. Do not apply coating if rain is expected within 6 hours of application.
  - 7. Coordinate waterproofing work with other trades.
  - 8. Protect adjoining surfaces not to be water-proofed against damage or soiling. Protect plants, vegetation, animals, HVAC equipment and anything else which may be affected by waterproofing operations.
  - 9. Warn personnel against breathing of vapors and contact of materials with skin or eyes. Wear applicable personal protective equipment.
  - 10. Keep flammable products away from spark or flame. Do not allow the use of spark producing equipment during application until all vapors have dissipated. Post "No Smoking" signs.
  - 11. Contractor must rout and seal all visible deck cracks greater than 1/16 inch before application of urethane deck coating system. Apply the urethane deck coating system after the sealant has cured.
- B. Install materials in accordance with all the safety and weather conditions required by the manufacturer or appropriate authority.
- C. Take necessary precautions to seal off openings that will allow vapors to migrate into occupied spaces.
- D. Remove open fires and spark producing equipment from application area until vapors have dissipated.
- E. Apply the system base coat to substrate in the afternoon or evening when temperatures have stabilized or are falling in order to minimize the effects of out gassing concrete.
- F. Maintain work area in a neat and orderly condition, removing empty containers, rages, and rubbish daily from site.

## 1.9 WARRANTY

- A. The System Manufacturer shall furnish Owner with written joint performance warranty, detailing responsibilities of manufacturer and applicator with regard to warranty requirements. The guarantee shall provide that the system will be free of defects, water penetration and chemical damage related to system design, workmanship, installation or material deficiency, consisting of, but not limited to:
1. Any adhesive or cohesive failures.
  2. Spalling surfaces.
  3. Surface crazing or other weathering deficiency (including U.V. exposure).
  4. Abrasion or tear failure resulting from normal traffic use.
  5. Tear failure resulting from anticipated movement.
  6. Debonding from the substrate or delaminating between layers.
  7. Defective installation.
  8. Intrusion of water, oil, gasoline, grease, salt, deicer chemicals, or acids into deck substrate.
- B. If material surface shows any of defects listed above, supply labor and material to repair all defective areas and to repaint all damaged line stripes.
- C. Guarantee period shall be a 5-year warranty commencing with date of acceptance of work, jointly executed by Manufacturer and Applicator.
- D. Perform any repair under this guarantee at no cost to Owner.
- E. Submit warranty for approval prior to construction.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. The deck coating system shall be a fluid applied, waterproof, traffic bearing membrane capable of preventing penetration of the deck by water, gasoline, oils, greases, salts, deicer chemicals and radiator coolants.
- B. Acceptable Manufacturers:
1. Basis-of-Design Product: IPA Systems, 2745 Amber St., Philadelphia, PA 19136. Phone: 215-425-6607. Website: [www.ipa systems.com](http://www.ipa systems.com)
  2. Approved Equal. Any product substitutions must be in writing and approved by specifier. All substitutions must meet performance and physical properties of the specified product and must meet warranty and application requirements for consideration.
- C. Color of the system shall be gray with the Owner selecting the shade of gray from the standard color chart submittal.
- D. The specified thicknesses are minimum dry film thicknesses and do not include the aggregate. Install each coat in accordance with the manufacturer's recommended yield for the required thickness. All surfaces to be coated must be primed.

**2.2 MATERIALS**

- A. **Primer:** IPATHANE DC P
- B. **Base Coat:** IPATHANE BC having the following properties:

Property	Test Method	Results
Weight Per Gallon		9.5lbs/gallon
Hardness (Shore A)	ASTM D2240	70-80
Viscosity @ 77° F (25°C)	ASTM D2196	4000-8000 cps
Flash Point	ASTM D93	169°F (76.1°C)
Cure Time @ 77°F (25°C)	ASTM C920	6-8 hours
Abrasion Resistance	ASTM D4060 Tabor 1000 rev CS17 Wheel 1000 grams	Loss 0.01 grams
Weathering Resistance	ASTM G53-83	Yellowing, Chalking
Permeability	ASTM E398	1.6 perms
Peel Adhesion	ASTM C794	50 pli
Tensile Strength	ASTM D412	1200 psi
Ultimate Elongation	ASTM D412	350%
Tear Resistance	ASTM D1004	100 pli
% Yield (Wet/Dry)		96%
Pot Life @ 77°F (25°C)	ASTM C603	30 mins
Shelf Life @ 70°F (21°C)		12 months
Chemical Resistance	No effect on System from Common Oils, Salts, Alkalies, Motor Oil Anti-Freeze, Gasoline, Mineral Spirits	

- C. **Intermediate Coat:** IPATHANE ITC having the following properties:

Property	Test Method	Results
Weight Per Gallon		9.2lbs/gallon
Hardness (Shore A)	ASTM D2240	80-90
Viscosity @ 77° F (25°C)	ASTM D2196	1000-2000 cps
Flash Point	ASTM D93	110°F (43.3°C)
Cure Time @ 77°F (25°C)	ASTM C920	6-8 hours
Abrasion Resistance	ASTM D4060 Tabor 1000 rev CS17 Wheel 1000 grams	Loss 0.01 grams
Weathering Resistance	ASTM G53-83	Yellowing, Chalking
Permeability	ASTM E398	1.6 perms
Peel Adhesion	ASTM C794	n/a
Tensile Strength	ASTM D412	2800 psi
Ultimate Elongation	ASTM D412	150%
Tear Resistance	ASTM D1004	180 pli
% Yield (Wet/Dry)		99%
Pot Life @ 77°F (25°C)	ASTM C603	25-30 mins
Shelf Life @ 70°F (21°C)		12 months
Chemical Resistance	No effect on System from Common Oils, Salts, Alkalies, Motor Oil Anti-Freeze, Gasoline, Mineral Spirits	

D. **Top Coat:** IPATHANE AL -TC or ARTG having the following properties:

Property	Test Method	Results
Weight Per Gallon		9.0 lbs./gallon
Hardness (Shore A)	ASTM D2240	80-90
Viscosity @ 77° F (25°C)	ASTM D2196	1500-3000 cps
Flash Point	ASTM D93	110°F (43.3°C)
Cure Time @ 77°F (25°C)	ASTM C920	24 hours
Abrasion Resistance	ASTM D4060 Tabor 1000 rev CS17 Wheel 1000 grams	Loss 0.03 grams
Weathering Resistance	ASTM G53-83	No Visual Effect
Permeability	ASTM E398	1.6 perms
Peel Adhesion	ASTM C794	n/a
Tensile Strength	ASTM D412	2500 psi
Ultimate Elongation	ASTM D412	100%
Tear Resistance	ASTM D1004	200 pli
% Yield (Wet-Dry)		80%
Pot Life @ 77°F (25°C)	ASTM C603	1-2 hours
Shelf Life @ 70°F (21°C)		12 months
Chemical Resistance	No effect on System from Common Oils, Salts, Alkalies, Motor Oil, Anti-Freeze, Gasoline, Mineral Spirits	

E. System Thickness:

Total System Thickness – 58 dry mils conditions:

1. Primer
2. Base Coat – 25 dry mils
3. Intermediate Coat – 15 dry mils
4. Top Coat – 18 dry mils

**2.3 Deck Coating Aggregate**

- A. The approved aggregates for the deck coating system shall be graded, washed and dried 16-30 mesh silica sand, 12-20 mesh silica sand, 24 mesh silicon carbide or aluminum oxide. Aggregates used depend upon which system is being used.

**PART 3 - EXECUTION**

**3.1 GENERAL**

- A. Inspect surfaces to be coated. Surfaces must be free of voids, laitance, loose material, grease, oil, rust and other contaminants that will affect the bond of the coating. Conduct a base coat adhesion test as part of the field test to determine if surface preparation and adhesion are acceptable.
- B. Inspect surface for variations in surface finish, joint offsets, and other defects that may adversely affect the performance of the coating.

- C. Inspect surfaces to be coated for delaminated or damaged substrate using chain drag. Repair using approved repair materials approved by the manufacturer.
- D. Concrete surfaces must be visibly dry and pass a 24-hour rubber mat test (no condensation) in accordance with ASTM D 4263 prior to application of the system.
- E. Report immediately to the Engineer as required any deficiencies in the surface that render it unsuitable for proper execution of this work. Do not proceed with work until unsatisfactory conditions have been corrected in an acceptable manner.
- F. Equipment: All equipment for cleaning the existing surface and mixing and applying the urethane system shall be in strict accordance with the manufacturer's recommendations as approved by the Engineer prior to commencement of any work.
- G. Acceptability of Surface Preparation: Acceptability of the surface preparation will be determined by the manufacturer on site representative and may include the use of a vertical axis pull bond test. Written surface approval letter shall be provided to the Engineer before application of new overlay.
- H. Contractor must record the existing striping layout in the garage before any surface preparation/cleaning work begins. After the new coating system is installed and properly cured, the contractor will be required to reinstall all deck line striping and markings that were affected by the coating work. New striping layout must match the existing layout.

### 3.2 PREPARATION

- A. Patch voids, honeycombs, bug holes or delaminated areas. Use only those patching materials approved by the manufacturer.
- B. Clean surfaces to be coated in accordance with the manufacturer's recommendations.
  - 1. Clean and prepare substrates according to ASTM C 1127 and manufacturer's written instructions to produce clean, dust-free, dry substrate for traffic-coating application. Remove projections, fill voids, and seal joints if any, as recommended in writing by traffic-coating manufacturer.
  - 2. Remove oil and grease with a commercial grade cleaner; thoroughly rinse and allow to dry.
  - 3. Prepare concrete surfaces: The preferred method of final cleaning (after deck repair and before application of new waterproofing membrane) is shot blasting; **acid etching is unacceptable**. The entire surface of the concrete deck to be overlaid shall be abraded by the automatic shot blast cleaning method or approved equal. This cleaning shall not commence until all work involving the repair of the concrete deck surface has been completed. Additionally, surface preparation shall not commence until all epoxy mortar repairs and/or concrete mortar repairs are sufficiently cured. The shot blast equipment shall be composed of a blasting unit which recycles abrasives and a vacuum unit, both self-propelled and self-contained. The travel speed and/or number of passes of the shot blasting unit shall be adjusted so as to result in removal of 1/16 to 1/8 inch of the concrete deck surface. Following completion of shot blast cleaning, any loose shot or other particles shall be removed from the deck prior to the application of the overlay.
  - 4. Schedule preparation work so dust and other contaminants from process do not fall on wet, newly coated surfaces.
- C. Blow or sweep clean surfaces to be coated.

- D. Mask adjoining surfaces not receiving traffic coatings to prevent overspray, spillage, leaking, and migration of coatings. Prevent traffic-coating materials from entering deck substrate penetrations and clogging weep holes and drains.
- E. Rout and seal cracks greater than 1/16 inch, or as required by the manufacturer and Specs Section Sealant and Caulking.
- F. Detail cracks, coves and terminations using approved sealant.
- G. Pre-stripe with primer 1 inch beyond surfaces that require detail Work, using short- nap roller.
- H. For nonmoving joints and cracks less than 1/16-inch wide, apply 25 to 30 wet mils of base coat pre-striping over cured primer. Apply basecoat to fill and overlap joints or cracks 3 inches on each side. Feather edges.
- I. Route dynamic cracks and joints over 1/16 inch to minimum of 1/4 inch by 1/2 inch and clean. Install bond breaker tape or approved bond breaker material to prevent adhesion to bottom of joint. Prime joint faces only with sealant primer and fill with sealant. Fill joints deeper than 1/4 inch with backer rod and deep joint sealant. For cracks, apply sealant flush with adjacent surface. For expansion joints, apply sealant slightly concave.
- J. Coat low movement sealed joints 1 inch or less with deck coating system.
- K. Do not coat expansion joints exceeding 1 inch wide or any sealant joints which have moderate to high movement including primary wide expansion-joint system.
- L. Where coating system will be terminated and no wall, joint, or other break exists, cut 3/16 inch by 3/16-inch keyway into concrete. Fill and coat keyway as application of base coat progresses.
- M. Detail coats shall be a minimum of 20 mils thick and extend a minimum of 2 inches onto the surrounding concrete surfaces. Detail those items described in paragraph D and E above, as well as cracks under 1/16 inch.
- N. Do not apply the deck coating system until the crack, control, construction, and cove sealants have fully cured. Sealants shall cure a minimum of 24 hours prior to installation of the primer for the deck coating.

### 3.3 INSTALLATION

The following procedures describe how to apply IPATHANE VTC Deck Coating System. Refer to the system's Condensed Application Guide for specific information on coverage rates, mil thickness and aggregate consumption.

- A. All deck coating shall maintain straight edges by using duct tape at terminations. Upon removal of duct tape, remaining deck coating shall have a straight bonded edge.
- B. Apply IPATHANE DC P Primer and allow to cure to a tacky-dry consistency.
- C. Apply IPATHANE BC Base Coat using the proper notched squeegee. The coverage rates of the product must be controlled using a grid pattern to distribute the proper amount of coating over a given area. Back roll the base coat.



- D. Allow the IPATHANE BC Base Coat to cure for a minimum of 6 hours prior to proceeding to the next coat. Maximum recoat time for the IPATHANE BC Base Coat is 24 hours. If this window is missed apply IPATHANE DC P at 500 square feet per gallon and allow to cure for one hour, then proceed with the next coating step.
- E. Apply a coat of IPATHANE ITC Intermediate Coat using the proper notched squeegee. Again, control the coverage rate using a grid pattern to distribute the proper amount of coating over a given area. Broadcast to refusal the correct amount and size of aggregate (see the system's Condensed Application Guide) into the wet coating and allow to cure. Once cured, remove excess aggregate.
- F. Apply IPATHANE AR TC or AL TC Top Coat using the proper notched squeegee. Again, ensure proper distribution of the coating over the area.
- G. Use IPATHANE AR TC for the final top-coat on surfaces not receiving direct sunlight. Use IPATHANE AL TC top-coat for surfaces receiving direct sunlight.
- H. Extend deck coating over the concrete curbs and up vertical surfaces a minimum of 4".
- I. Allow a minimum of 24 hours cure time on the finish coat prior to opening to traffic.

#### **3.4 PROTECTING AND CLEANING**

- A. Clean off excess material and material smears adjacent to joints as work progresses using methods and materials approved by manufacturers.
- B. Remove all excess primer, sealant, deck coating and masking materials from the structure.
- C. Protect traffic coatings from damage and wear during remainder of construction period and to ensure that work will be without damage or deterioration at time of final acceptance.

END OF SECTION



## SECTION 07 21 00

### THERMAL INSULATION

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes board thermal insulation and adhesive vapor retarder at cavity wall construction, exterior wall behind wall finish, batt thermal insulation and vapor retarder in ceilings, exterior wall and roof construction;

##### 1.2 SYSTEM DESCRIPTION

- A. System performance to provide continuity of thermal barrier and vapor retarder at building enclosure elements in conjunction with air barrier materials.
- B. Vapor Retarder Permeance: Maximum 1 perm (57 ng/Pa/s/sq m) when tested in accordance with ASTM E96, Procedure A.

##### 1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data including thermal performance of materials.

##### 1.4 QUALITY ASSURANCE

- A. Furnish and label cellulose loose fill insulation in accordance with CPSC 16 CFR 1209 and CPSC 16 CFR 1404.
- B. Insulation Installed in Concealed Locations Surface Burning Characteristics:
  - 1. Foam Plastic Insulation: Maximum 75/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
  - 2. Cellulose Loose Fill Insulation: 450 smoke developed index when tested in accordance with ASTM E84.
  - 3. Other Insulation: 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
- C. Insulation Installed in Exposed Locations Surface Burning Characteristics:
  - 1. Cellulose Loose Fill Insulation: 450 smoke developed index when tested in accordance with ASTM E84.
  - 2. Other Insulation Materials: 25/450 flame spread/smoke developed index when tested in accordance with ASTM E84.
  - 3. Attic Floor Insulation: Minimum 0.12 watt per sq cm critical radiant flux when tested in accordance with ASTM E970.
- D. Apply label from agency approved by authority having jurisdiction to identify each foam plastic insulation board and cellulose loose fill insulation package.
- E. Perform Work in accordance with State Building Code requirements standard.

- F. Maintain one copy of each document on site.

## PART 2 PRODUCTS

### 2.1 BUILDING INSULATION

- A. Manufacturers:
  - 1. AFM - Molded Polystyrene Insulation;
  - 2. EPS - Molded Polystyrene Insulation;
  - 3. W.R. Grace Construction Products;
  - 4. DiversiFoam Products;
  - 5. Dow Chemical;
  - 6. Tenneco Foam Products;
  - 7. UC Industries/Owens Corning;
  - 8. Celotex;
  - 9. Substitutions: Architect/Owner Approved Equal.

### 2.2 COMPONENTS

- A. Mineral Fiber Insulation: ASTM C612 Class 1, mineral fiber rigid board
  - 1. Board Edges: Square. R values as indicated on Drawings.
- B. Glass Fiber Insulation, R values as indicated on Drawings.
- C. Batt Insulation: ASTM C665, batt blanket, R values as indicated on Drawings

### 2.3 ACCESSORIES

- A. Adhesive: Type recommended by insulation manufacturer for application.
- B. Air Barrier: In accordance with SWRI-Sealant and Caulking Guide Specification requirements for material and installation.
- C. Tape: Bright aluminum, mesh reinforced.
- D. Insulation Fasteners: Impaling clip of galvanized steel with washer retainer and clips, to be mechanically fastened to surface to receive board insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
- E. Protective Boards: Cementitious 1/4 inch (6mm) thick.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify substrate, adjacent materials, and insulation boards are dry and ready to receive insulation and adhesive.

## 3.2 INSTALLATION

### A. Batt Insulation:

1. Install where indicated on drawings without gaps or voids.
2. Fit insulation tight in spaces. Leave no gaps or voids.
3. Install friction fit insulation tight to framing members, completely filling prepared spaces.

### B. Rigid Insulation:

1. Install where indicated.
2. Thickness varies, minimum of 2" thick.

END OF SECTION



## SECTION 07 90 00

### JOINT SEALERS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes sealants and joint backing.

##### 1.2 SUBMITTALS

- A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

##### 1.3 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

#### PART 2 PRODUCTS

##### 2.1 JOINT SEALERS

- A. Manufacturers:
  - 1. Dow Corning Corp.
  - 2. GE Silicones.
  - 3. Mameco International Inc.
  - 4. Pecora Corp.
  - 5. Sika Corp.
  - 6. Substitutions: Architect/Owner Approved Equal.
- B. Product Description:
  - 1. General Purpose Exterior Nontraffic Sealant: Acrylic, solvent release curing; ASTM C920, Grade NS, Class 12-1/2, Uses M, G, and A; single or multi-component.
    - a. Color: Colors as selected.
    - b. Applications: Use for:
      - 1) Control, expansion, and soft joints in masonry.
      - 2) Joints between concrete and other materials.
      - 3) Joints between metal frames and other materials.
      - 4) Other exterior nontraffic joints for which no other sealant is indicated.
  - 2. General Purpose Traffic Bearing Sealant: Polyurethane; ASTM C920, Grade P, Class 25, Use T; single or multi-component.
    - a. Color: Colors as selected.
    - b. Applications: Use for exterior and interior pedestrian traffic bearing joints.

3. Exterior Compressible Gasket Expansion Joint Sealer: ASTM D2628, hollow neoprene (polychloroprene) compression gasket.
  - a. Color: Black color.
  - b. Size and Shape: As indicated on Drawings.
  - c. Applications: Use for exterior wall expansion joints.
4. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, non-drying, non-skinning, non-curing.
  - a. Applications: Use for concealed sealant bead in sheet metal work and concealed sealant bead in siding overlaps.
5. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
  - a. Color: Colors as selected.
  - b. Applications: Use for interior wall and ceiling control joints, joints between door and window frames and wall surfaces, and other interior joints for which no other type of sealant is indicated.
6. Bathtub/Tile Sealant: White silicone; ASTM C920, Uses M and A; single component, mildew resistant.
  - a. Applications: Use for joints between plumbing fixtures and floor and wall surfaces, and joints between kitchen and bathroom toilet room counter tops and wall surfaces.
7. Acoustical Sealant: Butyl or acrylic sealant; ASTM C920, Grade NS, Class 12-1/2, Uses M and A; single component, solvent release curing, non-skinning.
  - a. Applications: Use for concealed locations only at acoustically rated construction.
    - 1) Provide sealant bead between top stud runner and structure and between bottom stud track and floor.

## 2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
- B. Verify joint backing and release tapes are compatible with sealant.



### 3.2 PREPARATION

- A. Remove loose materials and foreign matter impairing adhesion of sealant.
- B. Clean and prime joints.
- C. Perform preparation in accordance with ASTM C1193.

### 3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C1193.
- B. Perform acoustical sealant application work in accordance with ASTM C919.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer [, except where specific dimensions are indicated].
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave channel shaped.

END OF SECTION



## SECTION 08 71 00

### DOOR HARDWARE

#### PART 1 - GENERAL

##### 1.1 SUMMARY:

- A. Section Includes: Finish Hardware for door openings, except as otherwise specified herein.
  - 1. Door hardware for aluminum Frames and FRP doors.
  - 2. Keyed cylinders as indicated.
- B. Related Sections:
  - 1. Division 6: Rough Carpentry.
  - 2. Division 8: FRP Flush Doors and Aluminum Frames-(See Miscellaneous Section of Specifications).
- C. References: Comply with applicable requirements of the following standards. Where these standards conflict with other specific requirements, the most restrictive shall govern.
  - 1. Builders Hardware Manufacturing Association (BHMA)
  - 2. NFPA 101 Life Safety Code
  - 3. NFPA 80 -Fire Doors and Windows
  - 4. ANSI-A156.xx- Various Performance Standards for Finish Hardware
  - 5. UL10C – Positive Pressure Fire Test of Door Assemblies
  - 6. ANSI-A117.1 – Accessible and Usable Buildings and Facilities
  - 7. DHI /ANSI A115.IG – Installation Guide for Doors and Hardware
  - 8. International Building Code as adopted by the State of New Jersey – Latest Edition
- D. Intent of Hardware Groups
  - 1. Should items of hardware not definitely specified be required for completion of the Work, furnish such items of type and quality comparable to adjacent hardware and appropriate for service required.
  - 2. Where items of hardware aren't definitely or correctly specified, are required for completion of the Work, a written statement of such omission, error, or other discrepancy to Architect, prior to date specified for receipt of bids for clarification by addendum; or, furnish such items in the type and quality established by this specification, and appropriate to the service intended.

##### 1.2 SUBSTITUTIONS:

- A. As approved by architect to comply with Division 1.

1.3 SUBMITTALS:

- A. Comply with Division 1.
- B. Special Submittal Requirements: Combine submittals of this Section with Sections listed below to ensure the "design intent" of the system/assembly is understood and can be reviewed together.
- C. Product Data: Manufacturer's specifications and technical data including the following:
  - 1. Detailed specification of construction and fabrication.
  - 2. Manufacturer's installation instructions.
  - 3. Wiring diagrams for each electric product specified. Coordinate voltage with electrical before submitting.
  - 4. Submit 6 copies of catalog cuts with hardware schedule.
  - 5. Provide 9001-Quality Management and 14001-Environmental Management for products listed in Materials Section 2.2
- D. Shop Drawings - Hardware Schedule: Submit 6 complete reproducible copies of detailed hardware schedule in a vertical format.
  - 1. List groups and suffixes in proper sequence.
  - 2. Completely describe door and list architectural door number.
  - 3. Manufacturer, product name, and catalog number.
  - 4. Function, type, and style.
  - 5. Size and finish of each item.
  - 6. Mounting heights.
  - 7. Explanation of abbreviations and symbols used within schedule.
  - 8. Detailed wiring diagrams, specially developed for each opening, indicating all electric hardware, security equipment and access control equipment, and door and frame rough-ins required for specific opening.
- E. Templates: Submit templates and "reviewed Hardware Schedule" to door and frame supplier and others as applicable to enable proper and accurate sizing and locations of cutouts and reinforcing.
  - 1. Templates, wiring diagrams and "reviewed Hardware Schedule" of electrical terms to electrical for coordination and verification of voltages and locations.
- F. Samples: (If requested by the Architect)
  - 1. 1 sample of Lever and Rose/Escutcheon design, (pair).
  - 2. 3 samples of metal finishes
- G. Contract Closeout Submittals: Comply with Division 1 including specific requirements indicated.
  - 1. Operating and maintenance manuals: Submit 3 sets containing the following.
    - a. Complete information in care, maintenance, and adjustment, and data on repair and replacement parts, and information on preservation of finishes.
    - b. Catalog pages for each product.

- c. Name, address, and phone number of local representative for each manufacturer.
  - d. Parts list for each product.
2. Copy of final hardware schedule, edited to reflect, "As installed".
  3. Copy of final keying schedule
  4. As installed "Wiring Diagrams" for each piece of hardware connected to power, both low voltage and 110 volts.
  5. One set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

#### 1.4 QUALITY ASSURANCE

##### A. Comply with Division 1.

1. Statement of qualification for distributor and installers.
2. Statement of compliance with regulatory requirements and single source responsibility.
3. Distributor's Qualifications: Firm with 3 years experience in the distribution of commercial hardware.
  - a. Distributor to employ full time Architectural Hardware Consultants (AHC) for the purpose of scheduling and coordinating hardware and establishing keying schedule.
  - b. Hardware Schedule shall be prepared and signed by an AHC.
4. Installer's Qualifications: Firm with 3 years experienced in installation of similar hardware to that required for this Project, including specific requirements indicated.
5. Regulatory Label Requirements: Provide testing agency label or stamp on hardware for labeled openings.
  - a. Provide UL listed hardware for labeled and 20 minute openings in conformance with requirements for class of opening scheduled.
  - b. Underwriters Laboratories requirements have precedence over this specification where conflict exists.
6. Single Source Responsibility: Except where specified in hardware schedule, furnish products of only one manufacturer for each type of hardware.

##### B. Review Project for extent of finish hardware required to complete the Work. Where there is a conflict between these Specifications and the existing hardware, notify the Architect in writing and furnish hardware in compliance with the Specification unless otherwise directed in writing by the Architect.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

##### A. Packing and Shipping: Comply with Division 1.

1. Deliver products in original unopened packaging with legible manufacturer's identification.
2. Package hardware to prevent damage during transit and storage.
3. Mark hardware to correspond with "reviewed hardware schedule".
4. Deliver hardware to door and frame manufacturer upon request.

- B. Storage and Protection: Comply with manufacturer's recommendations.

1.6 PROJECT CONDITIONS:

- A. Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for the proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents.
- B. Review Shop Drawings for doors and entrances to confirm that adequate provisions will be made for the proper installation of hardware.

1.7 WARRANTY:

- A. Refer to Conditions of the Contract
- B. Manufacturer's Warranty:
  - 1. Hinges: Lifetime
  - 2. Exit Devices: Five Years
  - 3. Cylindrical Locksets: Seven Years
  - 4. Cylinders: Three years
  - 5. Closers: Thirty years
  - 6. Electrical Products: One Year
  - 7. All other Hardware: Two years

1.8 OWNER'S INSTRUCTION:

- A. Instruct Owner's personnel in operation and maintenance of hardware units.

1.9 MAINTENANCE:

- A. Extra Service Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals Section.
  - 1. Special Tools: Provide special wrenches and tools applicable to each different or special hardware component.
  - 2. Maintenance Tools: Provide maintenance tools and accessories supplied by hardware component manufacturer.
  - 3. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra service materials.
- B. Maintenance Service: Submit for Owner's consideration maintenance service agreement for electronic products installed.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS:

- A. The following basis of design manufacturers are approved subject to compliance with requirements of the Contract Documents. Approval of manufacturers other than those listed shall be in accordance with Division 1.

<u>Item:</u>	<u>Manufacturer (Basis of Design):</u>
Hinges	Stanley
Continuous Hinges	Stanley
Locksets	Best
Cylinders and Cores	Best
Exit Devices	Precision
Closers	Stanley D-4550
Protection Plates	Trimco
Overhead Stops	ABH
Door Contacts	Security Door Controls
Door Stops	Trimco
Flush Bolts	Trimco
Coordinator & Brackets	Trimco
Threshold & Gasketing	National Guard

### 2.2 MATERIALS:

A. Hinges:

1. Template screw hole locations
2. Minimum of 2 permanently lubricated non-detachable bearings
3. Equip with easily seated, non-rising pins
4. Provide hinges with non-removable pins (NRP) at out-swing locations
5. Sufficient size to allow 180-degree swing of door
6. Furnish hinges with five knuckles and concealed bearings
7. Provide hinges of proper height and width for door size.
8. Furnish 3 hinges per leaf to 7 foot 6 inch height. Add one for each additional 30 inches in height or fraction thereof.
9. Certified by BHMA for all applicable ANSI Standards for type, size, function and finish
10. UL10C listed for Fire

B. Geared Continuous Hinges:

1. Certified by BHMA for ANSI A156.26 Grade 1
2. Anti-spinning through fastener
3. UL10C listed for 3 hour Fire rating
4. All hinges to have hospital tips
5. Non-handed
6. Lifetime warranty
7. Provide Fire Pins for 3-hour fire ratings
8. Sufficient size to permit door to swing 180 degrees

C. Cylindrical Type Locks and Latchsets:

1. Tested and approved by BHMA for ANSI A156.2, Series 4000, Operational Grade 1, Extra-Heavy Duty, and be UL10C listed.
2. Provide 9001-Quality Management and 14001-Environmental Management.
3. Fit modified ANSI A115.2 door preparation.
4. Locksets to have anti-rotational studs that are thru-bolted
5. Each lever to have independent spring mechanism controlling it
6. 2-3/4 inch (70 mm) backset
7. 1/2 inch (13 mm) throw latchbolt
8. Provide locksets with 7-pin removable and interchangeable core cylinders
9. Core face must be the same finish as the lockset.
10. Functions and design as indicated in the hardware groups.

D. Exit Devices shall:

1. Tested and approved by BHMA for ANSI 156.3, Grade 1
2. Provide 9001-Quality Management and 14001-Environmental Management.
3. Furnish UL or recognized independent laboratory certified mechanical operational testing to 9 million cycles minimum.
4. Provide a deadlocking latchbolt
5. Touchpad shall be "T" style
6. Exposed components shall be of architectural metals and finishes.
7. Lever design shall match lockset lever design
8. Provide strikes as required by application.
9. Fire exit devices to be listed for UL10C
10. UL listed for Accident Hazard
11. Shall consist of a cross bar or push pad, the actuating portion of which extends across, shall not be less than one half the width of the door leaf.
12. Provide vandal resistant or breakaway trim

E. Cylinders:

1. Provide the necessary cylinder housings, collars, rings & springs as recommended by the manufacturer for proper installation.
2. Provide the proper cylinder cams or tail piece as required to operate all locksets and other keyed hardware items listed in the hardware sets.
3. Coordinate and provide as required for related sections.

F. Door Closers shall:

1. Tested and approved by BHMA for ANSI 156.4, Grade 1
2. UL10C certified
3. Provide 9001-Quality Management and 14001-Environmental Management.
4. Closer shall have extra-duty arms and knuckles
5. Conform to ANSI 117.1
6. Maximum 2 7/16 inch case projection with non-ferrous cover
7. Separate adjusting valves for closing and latching speed, and backcheck
8. Provide adapter plates, shim spacers and blade stop spacers as required by frame and door conditions
9. Full rack and pinion type closer with 1½" minimum bore
10. Mount closers on non-public side of door and stair side of stairs, unless otherwise noted in specification



11. Closers shall be non-handed, non-sized and multi-sized.
- G. Door Stops: Provide a dome floor or wall stop for every opening as listed in the hardware sets.
1. Wall stop and floor stop shall be wrought bronze, brass or stainless steel.
  2. Provide fastener suitable for wall construction.
  3. Coordinate reinforcement of walls where wall stop is specified.
  4. Provide dome stops where wall stops are not practical. Provide spacers or carpet riser for floor conditions encountered
- H. Over Head Stops: Provide a Surface mounted or concealed overhead when a floor or wall stop cannot be used or when listed in the hardware set.
1. Concealed overhead stops shall be heavy duty bronze or stainless steel.
  2. Surface overhead stops shall be heavy duty bronze or stainless steel.
- I. Kick Plates: Provide with four beveled edges ANSI J102, 10 inches high by width less 2 inches on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.
- J. Mop Plates: Provide with four beveled edges ANSI J103, 10 inches high by width less 1 inch on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish. N/A
- K. Door Bolts: Flush bolts for wood or metal doors. N/A
1. Provide a set of Automatic bolts, Certified ANSI/BHMA 156.3 Type 25 for hollow metal label doors.
  2. Provide a set of Automatic bolts, Certified ANSI/BHMA 156.3 Type 27 at wood label doors.
  3. Manual flush bolts, Certified ANSI/BHMA 156.16 at openings where allowed local authority.
  4. Provide Dust Proof Strike, Certified ANSI/BHMA 156.16 at doors with flush bolts without thresholds.
- L. Coordinator and Brackets: Provide a surface mounted coordinator when automatic bolts are used in the hardware set. N/A
1. Coordinator, Certified ANSI/BHMA A1156.3 Type 21A for full width of the opening.
  2. Provide mounting brackets for soffit applied hardware.
  3. Provide hardware preparation (cutouts) for latches as necessary.
- M. Door Position Switch: Provide door position switch for door status monitoring as indicated in hardware sets. N/A
1. At all fired rated doors the door and frames, position switch preparation will be provided by the door and frame manufacturer or by an authorized label service agent.
- N. Seals: All seals shall be finished to match adjacent frame color. Seals shall be furnished as listed in schedule. Material shall be UL listed for labeled openings.

- O. Weatherstripping: Provide at head and jambs only those units where resilient or flexible seal strip is easily replaceable. Where bar-type weatherstrip is used with parallel arm mounted closers install weatherstrip first.
  - 1. Weatherstrip shall be resilient seal of (Neoprene, Polyurethane, Vinyl, Pile, Nylon Brush, Silicone)
  - 2. UL10C Positive Pressure rated seal set when required.
- P. Door Bottoms/Sweeps: Surface mounted or concealed door bottom where listed in the hardware sets. N/A
  - 1. Door seal shall be resilient seal of (Neoprene, Polyurethane, Nylon Brush, Silicone)
  - 2. UL10C Positive Pressure rated seal set when required.
- Q. Thresholds: Thresholds shall be aluminum beveled type with maximum height of ½” for conformance with ADA requirements. Furnish as specified and per details. Provide fasteners and screws suitable for floor conditions.
- R. Provide one wall mounted Telkee, Lund or MMF series key cabinet complete with hooks, index and tags to accommodate 50% expansion. Coordinate mounting location with architect.
- S. Silencers: Furnish silencers on all interior frames, 3 for single doors, 2 for pairs. Omit where any type of seals occur.

### 2.3 FINISH:

- A. Designations used in Schedule of Finish Hardware - 3.5, and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18 including coordination with traditional U.S. finishes shown by certain manufacturers for their products
- B. Powder coat door closers to match other hardware, unless otherwise noted.
- C. Aluminum items shall be finished to match predominant adjacent material. Seals to coordinate with frame color.

### 2.4 KEYS AND KEYING:

- A. Provide keyed brass construction cores and keys during the construction period. Construction control and operating keys and core shall not be part of the Owner's permanent keying system or furnished in the same keyway (or key section) as the Owner's permanent keying system. Permanent cores and keys (prepared according to the accepted keying schedule) will be furnished to the Owner.
- B. Cylinders, removable and small format interchangeable core system: Best
- C. Furnish keys in the following quantities:
  - 1. 2 each Change keys each keyed core
  - 2. 15 each Construction master keys
  - 3. 1 each Control keys

- D. The Owner, or the Owner's agent, will install permanent cores and return the construction cores to the Hardware Supplier.
- E. Keying Schedule: Shall be provided by the Factory. Arrange for a keying meeting, with Architect, Owner and hardware supplier, and other involved parties to ensure locksets and locking hardware, are functionally correct and keying complies with project requirements. Furnish 3 typed copies of keying schedule to Architect.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verification of conditions: Examine doors, frames, related items and conditions under which Work is to be performed and identify conditions detrimental to proper and or timely completion.
  - 1. Do not proceed until unsatisfactory conditions have been corrected.

#### 3.2 HARDWARE LOCATIONS:

- A. Mount hardware units at heights indicated in the following publications except as specifically indicated or required to comply with the governing regulations.
  - 1. Recommended Locations for Builder's Hardware for Standard Steel Doors and Frames, by the Door and Hardware Institute (DHI).
  - 2. Recommended locations for Architectural Hardware for flush wood doors (DHI).
  - 3. WDMA Industry Standard I.S.-1A-04, Industry Standard for Architectural wood flush doors.

#### 3.3 INSTALLATION:

- A. Install each hardware item per manufacturer's instructions and recommendations. Do not install surface mounted items until finishes have been completed on the substrate. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- B. Conform to local governing agency security ordinance.
- C. Install Conforming to ICC/ANSI A117.1 Accessible and Usable Building and Facilities.
  - 1. Adjust door closer sweep periods so that from the open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the landing side of the door.
- D. Installed hardware using the manufacturers fasteners provided. Drill and tap all screw holes located in metallic materials. Do not use "Riv-Nuts" or similar products.

### 3.4 FIELD QUALITY CONTROL AND FINAL ADJUSTMENT

- A. Contractor/Installers, Field Services: After installation is complete, contractor shall inspect the completed door openings on site to verify installation of hardware is complete and properly adjusted, in accordance with both the Contract Documents and final shop drawings.
1. Check and adjust closers to ensure proper operation.
  2. Check latchset, lockset, and exit devices are properly installed and adjusted to ensure proper operation.
    - a. Verify levers are free from binding.
    - b. Ensure latchbolts and dead bolts are engaged into strike and hardware is functioning.
  3. Report findings, in writing, to architect indicating that all hardware is installed and functioning properly. Include recommendations outlining corrective actions for improperly functioning hardware if required.

### 3.5 SCHEDULE OF FINISH HARDWARE:

#### Manufacturer List

<u>Code</u>	<u>Name</u>
AB	ABH Manufacturing Inc.
BE	Best Access Systems
DJ	Don-Jo
NA	National Guard
PR	Precision
SD	Stanley Door Closers
SDC	Security Door Controls
ST	Stanley
TR	Trimco

#### Option List

<u>Code</u>	<u>Description</u>
FL	Fire Exit Hardware
B4E	BEVELED 4 EDGES - KICK PLATES
CSK	COUNTER SINKING
KNR	Knurled Knob/Lever
AL/O	Abrasive Lever - Outsides
7/8"LTC	7/8" Lip-To-Center Strike
P45-180D	Drop Plate for Narrow Top Rail
1/4-20 SSMS/EA	STAINLESS MACH SCREWS/EXPAN ANC.

### Finish List

<u>Code</u>	<u>Description</u>
AL	Aluminum
626 /US26D	Satin Chromium Plated
628	Satin Aluminum, Clear Anodized
630 /US32D	Satin Stainless Steel
689	Aluminum Painted
GREY	Grey

#### 3.6 HARDWARE SETS:

- A. Refer to construction drawings for door schedule and hardware sets.

END OF SECTION



## SECTION 08 80 00

### GLAZING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes glass, glazing for metal frames, doors, and windows.
  - 1. Glass and glazing materials and installation requirements are included in this section for other sections referencing this section.

##### 1.2 SYSTEM DESCRIPTION

- A. System performance to achieve continuity of building enclosure air barrier and vapor retarder with glass and glazing materials of this section.
- B. Design Tolerances: Size glass to withstand dead loads and positive and negative wind loads acting normal to plane of glass.

##### 1.3 SUBMITTALS

- A. Product Data on Glass Types Specified: Submit physical and environmental characteristics, size limitations, and special installation requirements.
- B. Product Data on Glazing Compounds: Submit chemical characteristics, limitations, special application requirements. Identify available colors.
- C. Samples: Submit two (2) samples, illustrating glass.

##### 1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA Glazing Manual, GANA Sealant Manual, GANA Laminated Glass Design Guide and SIGMA for glazing installation methods.

##### 1.5 WARRANTY

- A. Furnish ten year manufacturer warranty including coverage for sealed glass units from seal failure, interpane dusting, misting, and replacement of defective glass.
- B. Furnish ten year warranty to include coverage for delamination of laminated glass and replacement of defective glass.

#### PART 2 PRODUCTS

##### 2.1 GLAZING

- A. Manufacturers:
  - 1. TGP Technical Glass Products (Fire Rated).
  - 2. Global Security Glazing (Security).

3. Arch Aluminum & Glass LC.
4. Glass Unlimited Inc / Ambiance.
5. Graham FRP Composites.
6. Inkan Ltd.
7. PPG Industries.
8. Substitutions: Architect/Owner Approved Equal.

## 2.2 COMPONENTS

- A. Flat Glass (Type FG): Total composite unit thickness 1 inch (1/4 inch glazing + 1/2 inch air space + 1/4 inch glazing) (Each glazing pane thickness minimum 1/4 inch).
1. Clear Float Glass (Type FG-CF): ASTM C1036, Type 1 transparent flat, Class 1 clear, Quality q3 glazing select. (All glass safety type only)
  2. Clear Heat Strengthened Glass (Type FG-CH): ASTM C1048, Kind HS, heat strengthened, Condition A uncoated, Type 1 transparent flat, Class 1 clear, Quality q3 glazing select.
  3. Low E Clear Float Glass (Type FG-EC): Clear float glass Type FG-CF, with low emissivity coating on inner surface.
  4. Low E Clear Heat Strengthened Glass (Type FG-EHC): Clear heat strengthened glass Type FG-CH, with low emissivity coating on inner Number 2 surface.
  5. Low E Tinted Heat Strengthened Glass (Type FG-EHT) (exterior application): Tinted heat strengthened glass Type FG-TH, with low emissivity coating on inner surface.
    - a. Tint: As selected.
- B. Safety Glass (Type SG): Conform to ANSI Z97.1, minimum thickness 1/4 inch unless otherwise indicated.
1. Clear Tempered Glass (Type SG-CT): ASTM C1048, Kind FT Fully tempered, Condition A, uncoated, Type 1 transparent flat, Class 1 clear, Quality q3 glazing select; with horizontal tempering.
    - a. Tinted Tempered Glass (Type FG-TT): ASTM C1048, Kind FT Fully tempered, Condition A, uncoated, Type 1 transparent flat.
- C. Fire Rated, safety-rated, wired glass: (basis of design)
1. Manufacturer: "TGP Technical Glass Products"
  2. Model: WireLite NT
  3. Thickness: 1/4"
  4. Fire rated for 20, 45, 60 and 90 minutes.
  5. Impact safety-rated per ANSI Z97.1 and CPSC 16CFR1201 (Cat. I and II).
  6. Wired glass with high performance surface-applied fire rated film.
  7. 3-year warranty.
  8. Install as per manufacturers specifications and requirements.
  9. Submit complete shop drawings for review and approval prior to construction.
  10. Substitutions: Architect/Owner Approved Equal.
- D. Security Glazing: (basis of design)
1. Manufacturer: "Global Security Glazing"
  2. Model: Secur-Tem + Poly – Glass-Clad Polycarbonates
  3. Thickness: As indicated on drawings.
  4. Protection Level: As indicated on drawings.
  5. Install as per manufacturers specifications and requirements.



6. Submit complete shop drawings for review and approval prior to construction.
7. Substitutions: Architect/Owner Approved Equal.

## 2.3 ACCESSORIES

- A. Elastomeric Glazing Sealants: Materials compatible with adjacent materials including glass, laminated glass core, insulating glass seals and glazing channels.
  1. Silicone Glazing Sealant: ASTM C920, Type S, Grade NS, Class and Use suitable for glazing application indicated; single component; solvent curing; capable of water immersion without loss of properties; non-bleeding, non-staining, cured Shore A hardness of 15 to 25.
    - a. Color: As selected.
    - b. Structural Silicone: Furnish high-modulus structural silicone glazing materials where sealant bonds glass to substrate.
  2. Polysulfide Glazing Sealant: ASTM C920, Type M, Grade NS, Class and Use suitable for glazing application indicated; two component; chemical curing, non-sagging type; cured Shore A hardness of 15 to 25.
    - a. Color: As selected.
  3. Polyurethane Glazing Sealant: [ASTM C920, Type S, Grade NS, Class and Use suitable for glazing application indicated; single component, chemical curing, non-staining, non-bleeding, Shore A Hardness Range 20 to 35.
    - a. Color: As selected.
  4. Acrylic Sealant: ASTM C920, Type S, Grade NS, Class and Use suitable for glazing application indicated; single component, solvent curing, non-bleeding; cured Shore A hardness of 15 to 25.
    - a. Color: as selected.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify openings for glazing are correctly sized, within tolerance, and glazing channels or recesses are clean, free of obstructions, and ready to receive glazing.

### 3.2 PREPARATION

- A. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- B. Prime surfaces scheduled to receive sealant.

### 3.3 INSTALLATION

- A. Perform installation in accordance with GANA Glazing Manual.
  1. Glazing Sealants: Comply with ASTM C1193.
  2. Fire Rated Openings: Comply with NFPA 80

### 3.4 CLEANING

- A. Remove glazing materials from finish surfaces.

B. Remove labels after Work is complete.

C. Clean glass and adjacent surfaces.

4.0 Tinting:  
Provide one way vision film tinting on all windows and door lights. (Top grade).

END OF SECTION

## SECTION 09900

### PAINTING

#### 1.0 GENERAL

#### 1.1 DESCRIPTION:

1.1.1 Work included: Paint and finish the exterior and interior exposed surfaces listed on the Painting Schedule in Part 3.0 of this Section, as specified herein, and as needed for a complete and proper installation.

1.1.2 Related Work: (1) Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications. (2) Priming or priming and finishing of certain surfaces may be specified to be factory performed or installer performed under pertinent other Sections.

1.1.3 Work Not Included: (1) Unless otherwise indicated, painting is not required on surfaces in concealed areas and inaccessible areas such as furred spaces, foundation spaces, utility tunnels, pipe spaces, and duct shafts. (2) Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require painting under this Section except as may be so specified. (3) Do not paint moving parts of operating units; mechanical or electrical parts such as valve operators; linkages; sensing devices; and motor shafts, unless otherwise indicated. (4) Do not paint over required labels or equipment identification, performance rating, name or nomenclature plates. (5) Do not paint concrete which has been sandblasted.

1.1.4 Definitions: "Paint" as used herein means coating systems materials including primers, emulsions, epoxy, enamels, sealers, fillers, and other applied materials whether used as prime, intermediate or finish coats.

#### 1.2 QUALITY ASSURANCE:

1.2.1 Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.2.2 Paint Coordination: (1) Provide finish coats which are compatible with the prime coat actually used. (2) Review other Sections of these Specifications as required, verifying the prime coats to be used and assuring compatibility of the total coating system for the various substrata. (3) Upon request, furnish information on the characteristics of the specific finish materials to assure that compatible prime coats are used. (4) Provide barrier coats over non-compatible primer, or remove the primer and reprime as required. (5) Notify the Architect in writing of anticipated problems in using the specified coating systems over prime coatings supplied under other Sections.

1.3 SUBMITTALS: Comply with pertinent provision of Section 01300.

- 1.3.1 **PRODUCT DATA:** Within 35 calendar days after the contractor has received the Owner's Notice to Proceed, submit: (1) Materials list of items proposed to be provided under this Section; (2) Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
- 1.3.2 **SAMPLES:** Following the selection of colors and glosses by the Architect, as described under "color Schedules" in Part 2 of this Section, submit samples for the Architect's review.
1. Provide three (3) samples of each color and each gloss for each material on which the finish is specified to be applied.
  2. Except as otherwise directed by the Architect, make samples approximately 8" x 10" in size.
  3. If so directed by the Architect, submit samples during progress of the work in the form of actual application of the approved materials on actual surfaces to be painted.
- 1.3.3 Revise and resubmit each sample as requested until the required gloss, color, and texture is achieved. Such samples, when approved, will become standards of color and finish for accepting or rejecting the work of this section.
- 1.3.4 Do not commence finish painting until approved samples are on file at the job site.
- 1.4 **JOB CONDITIONS:**
- 1.4.1 Do not apply solvent thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 45 degrees F, unless otherwise permitted by the manufacturer's printed instructions as approved by the Architect.
- 1.4.2 **Weather Conditions:** (1) Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds 95%; or to damp or wet surfaces, otherwise permitted by the manufacturer's printed instructions as approved by the Architect. (2) Applications may be continued during inclement weather only within the temperature limits specified by the paint manufacturer as being suitable for use during application and drying periods.
- 1.5 **EXTRA STOCK:** Upon completion of the work of this section, deliver to the Owner an extra stock equaling 10% of each color, type, and gloss of paint used in the work, tightly sealing each container, and clearly labeling with contents and location where used.
- 2.0 **PRODUCTS:**
- 2.1 **PAINT MATERIALS:**
- 2.1.1 **Acceptable Materials:** (1) The Painting Schedule in Part 3 of this section is based in general on products of the Pratt and Lambert Paint Company. (2) Where products are proposed other than those specified by name and number in the Painting Schedule, provide under the product data submittal required by Articles 1.3 of this section a new painting schedule compiled in the same format used for the Painting Schedule include in this section.
- 2.1.2 **Undercoats and Thinners:** (1) Provide undercoat paint produced by the same manufacturer as the finish coat. (2) Use only the thinners recommended by the paint manufacturer, and use only to the recommended limits. (3) Insofar as practicable, use undercoat, finish coat, and thinner material as parts of a unified system of paint finish.

## 2.2 COLOR SCHEDULES:

- 2.2.1 The Architect will prepare a color schedule with samples for guidance in painting.
- 2.2.2 The Architect may select, allocate, and vary colors on different surfaces throughout the work, subject to the following: (1) Exterior Work: A maximum of five different colors will be used, with variations for trim, miscellaneous work, and metal work. (2) Interior Work: A maximum of fifteen different pigmented colors will be used, with variations for trim and wall surfaces and wainscots. (3) Dark Tones: A maximum of ten dark tones will be used as accent colors for interior.

## 2.3 APPLICATION EQUIPMENT:

- 2.3.1 For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint, and as approved by the Architect.
- 2.3.2 Prior to use of application equipment, verify that the proposed equipment is actually compatible with the materials to be applied, and that integrity of the finish will not be jeopardized by use of the proposed equipment.
- 2.4 OTHER MATERIALS: Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

## 3.0 EXECUTION:

- 3.1 SURFACE CONDITIONS: Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
- 3.2 MATERIAL PREPARATION:
  - 3.2.1 General: (1) Mix and prepare paint materials in strict accordance with the manufacturer's recommendations as approved by the Architect. (2) When materials are not in use, store in tightly covered containers. (3) Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.
  - 3.2.2 Stirring: (1) Stir materials before application, producing a mixture of uniform density. (2) Do not stir into the material any film which may form on the surface, but remove the film and, if necessary, strain the material before using.
- 3.3 SURFACE PREPARATION:
  - 3.3.1 General: (1) Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's recommendations as approved by the Architect. (2) Remove removable items which are in place and are not scheduled to receive paint finish; or provide surface-applied protection prior to surface preparation and painting operations. (3) Following completion of

painting in each space or area, reinstall the removed items by using workmen who are skilled in the necessary trades. (4) Clean each surface to be painted prior to applying paint or surface treatment. (5) Remove oil and grease with clean cloths and cleaning solvent of low toxicity and flash point in excess of 200 degrees F, prior to start of mechanical cleaning. (6) Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet, newly painted surfaces.

3.3.2 Preparation of Wood Surfaces: (1) Clean wood surfaces until free from dirt, oil, and other foreign substance. (2) Smooth finished wood surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce a uniformly smooth and unmarred wood surface. (3) Unless specifically approved by the Architect, do not proceed with painting of wood surfaces until the moisture content of the wood is 123% or less as measured by a moisture meter approved by the Architect.

3.3.3 Preparation of metal surfaces: (1) Thoroughly clean surfaces until free from dirt, oil, and grease. (2) On galvanized surfaces, use solvent for the initial cleaning, and then treat the surface thoroughly with phosphoric acid etch. Remove etching solution completely before proceeding. (3) Allow to dry thoroughly before application of paint.

### 3.4 PAINT APPLICATION:

#### 3.4.1 General:

- (1) Touchup shop applied prime coats which have been damaged, and touchup base areas prior to start to finish coats application.
- (2) Slightly vary the color of succeeding coats:
  - (a) Do not apply additional coats until the completed coat has been inspected and approved.
  - (b) Only the inspected and approved coats of paint will be considered in determining the number of coats applied.
- (3) Sand and dust between coats to remove defects visible to the unaided eye from a distance of five feet.
- (4) On removable panels and hinged panels, paint the back sides to match the exposed sides.

3.4.2 Drying: (1) Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions. (2) Consider oil base and oleo resinous solvent type paint as dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and when the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

3.4.3 Brush Applications: (1) Brush out and work the brush coats onto the surface in an even film. (2) Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.

3.4.4 Spray Application: (1) Except as specifically otherwise approved by the Architect, confine spray application to metal framework and similar surfaces where hand brush work would be inferior. (2) Where spray application is used, apply each coat to provide the hiding equivalent of brush coats. (3) Do not double back with spray equipment to build up film thickness of two coats in one pass.

3.4.5 For completed work, match the approved samples as to texture, color and coverage. Remove, refinish, or repaint work not in compliance with the specified requirements.

3.4.6 Miscellaneous Surfaces and Procedures:

(1) Exposed mechanical items:

- (a) Finish electrical panels, access doors, conduits, pipes, ducts, grilles, registers, vents, and items of similar nature to match the adjacent wall and ceiling surfaces, or as directed.
- (b) Paint visible duct surfaces behind vents registers, and grilles flat black.
- (c) Wash metal with solvent, prime and apply two coats of alkyd enamel.

(2) Hardware: Paint prime coated hardware to match adjacent surfaces.

(3) Interior: Use "stipple" finish where enamel is specified.

(4) Exposed Vents: Apply two coats of heat resistant paint approved by the Architect.

3.5 PAINTING SCHEDULE: Provide the following paint finishes.

PAINTING SCHEDULE (BASED ON PRATT & LAMBERT OR CON-LUX)

SURFACE	SURFACE PREPARATION	1 <sup>ST</sup> COAT	2 <sup>ND</sup> & 3 <sup>RD</sup> COATS
Structural Steel and exterior ferrous surfaces, unless otherwise specified.	As previously specified	P&L supprime 9	P&L Tech-Guard Maintenance Gloss Enamel
Exterior galvanized surfaces	As previously submitted	P&L Tech-Guard Acrylic Metal Primer	P&L Tech-Guard Maintenance Gloss Enamel
Exterior wood surfaces (other than natural surfaces)	As previously submitted	P&L Supprime 8	P&L Permalize House Paint
Interior gypsum board and/or plaster, unless otherwise specified	As previously submitted	P&L Pro-Hide Gold or Silver latex flat	P&L Pro-Hide Gold Or Silver flat
Interior, exposed ferrous surfaces unless otherwise specified.	As previously submitted	P&L Supprime 9	P&L Pro-Hide Gold or Silver latex Semi-gloss
Exterior masonry surfaces	See Section on Masonry Care, Wire Brush Clean	Modac Mo-Fil	Stucco Finish: Modac Mo-Lex
Interior concrete floors, where noted on schedule	Allow to age 60 days minimum	As required	Epoxy Ester Gloss Enamel (Benj Moore)

PAINTING SCHEDULE (BASED ON PRATT & LAMBERT OR CON-LUX)

SURFACE	SURFACE PREPARATION	1 <sup>ST</sup> COAT	2 <sup>nd</sup> & 3 <sup>rd</sup> COATS
Ferrous surfaces of mechanical & electrical equipment that has been factory and panel fronts	Solvent clean as specified	P&L Suprime 9	P&L Pro-Hide Gold or Silver latex semi-gloss
Ferrous surfaces of mechanical & electrical equipment that has been factory finished	Clean as required	None	
Wood & metal interior trim, except natural finished wood surfaces, including HM frames	As previously specified for each type of surfaces	P&L Suprime 1	P&L Pro-Hide Gold Or Silver latex semi-gloss
Interior galvanized surfaces, unless otherwise specified including galvanized pipe railing	As previously submitted	Same as for adjacent surfaces	Same as for adjacent surfaces

END OF SECTION



## SECTION 10 00 00

### MISCELLANEOUS

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section includes: Aluminum frames, FRP doors and special masonry block, passive roof ventilators, acoustical ceilings, information technology and mechanical and electrical as indicated on the drawings.

##### 1.2 SUBMITTALS

- A. Shop Drawings: Indicate component locations, dimensions, details of blocking and attachment, anchors, and finish as applicable for all items.
- B. Product Data: Submit data on Product and accessories.
- C. Samples: Submit two illustrating surface finish and color as required by item.

##### 1.3 CLOSEOUT SUBMITTALS

- A. Operating and Maintenance Data.

##### 1.4 QUALITY ASSURANCE

- A. To conform with the warranties as stipulated by the individual manufacturer's specifications.
- B. Maintain one copy of each document on site.

#### PART 2 PRODUCTS

##### 2.1 MISCELLANEOUS SPECIALTIES

- A. Manufacturers:
  - 1. As specified for each item.
  - 2. Substitutions: Architect approved equal.

##### 2.2 COMPONENTS

- 1. Provide & install all related accessories.
- 2. Additional manufacturer: Permitted Architect approved equal.
- 3. Install all items as per Manufacturers guide specifications.

#### PART 3 EXECUTION

##### 3.1 EXAMINATION

- A. Verify surfaces and internal wall blocking are ready to receive work and opening dimensions are as indicated on shop drawings and as instructed by manufacturer.

### 3.2 INSTALLATION

- A. Establish exaction locations and layout in accordance with shop drawings.
- B. Secure units level and plumb.

## PART 4.0 – MISCELLANEOUS ITEMS

### 4.1 ALUMINUM DOOR FRAMES AND WINDOWS

Frames as manufactured by Kawneer or approved equal 451 series, finish selected by Owner, installed as per manufacturer’s guide specifications. Submit full shop drawings.

### 4.2 RFP DOORS

As manufactured by Overly Door Company or approved equal with premium colors (minimum 12). Heavy duty, finish as selected by Owner. Submit full shop drawings.

### 4.3 ACOUSTICAL TILE

Provide and install Acoustical Tile and metal frames as manufactured by “Armstrong” model # 1728 or approved equal (match building and grounds stock) tile white tees. Install as per manufacturer’s guide specification

### 4.4 SPECIAL MASONRY BLOCK

All exterior exposed block shall be Polished Face as manufactured by Westbrook Concrete Block Company or approved equal, color as selected by Owner. Installed as per Manufacturer’s guide specifications.

### 4.5 INFORMATION TECHNOLOGY/SECURITY

See plans for scope of work required for installation of information technology, equipment and security equipment.

### 4.6 MECHANICAL AND ELECTRICAL

Provide and install 2-ton ductless mini-split system by “Panasonic” Model RE24SKUA or approved equal. Install as per manufacturer’s guidelines. Provide full shop drawings for review and approval. All other mechanical and electrical requirements as indicated on the drawings.

### 4.7 CURVED SECURITY MIRROR

Provide and install curved security mirror by “The Convex Mirror Shop” Model # 68056JP or approved equal. Install as per manufacturer’s guidelines. Provide full shop drawings for review and approval.

### 4.8 RAILING SYSTEM

Provide and install new 36” high welded aluminum powder coated railing system by “Blumcraft” or approved equal. Install as per manufacturer’s guidelines. Provide full shop drawings for review and approval.

- 4.9 SPEAKER BOX SYSTEM  
Provide and install new window speaker as manufactured by “CR Laurence” model # CRLSST5 or approved equal. Install as per manufacturer’s guidelines. Provide full shop drawings for review and approval.
- 4.10 ONE-WAY WINDOW FILM  
Provide and install new one-way window film as manufactured by “3M” or approved equal. Install as per manufacturer’s guidelines. Provide full shop drawings for review and approval.
- 4.11 IT EQUIPMENT  
Provide and install all IT equipment as indicated on drawings.
- 4.12 OCCUPANCY SENSOR SWITCHES  
Provide and install new occupancy sensor switches by “Leviton” or approved equal for all interior security booth lighting. Install as per manufacture’s guidelines. Provide full shop drawings for review and approval.

END OF SECTION

