PROJECT MANUAL

MASSBRY RESTORATION

FROG POND ELEMENTARY SCHOOL
305 FROG POND ROAD
LITTLE EGG HARBOR, NJ 08087

FOR THE

LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
307 FROG POND ROAD
LITTLE EGG HARBOR, NJ 08087

N.J. DOE Project Number: 2690-030-14-1001-G04
N.J. DCA Project Number: ERU# XXXX-XX

Architect’s Commission Number: 16K010

DATE: MAY 12, 2016

SPIEZLE ARCHITECTURAL GROUP, INC.

SCHOOL BOARD PRESIDENT OR VICE-PRESIDENT

CHIEF SCHOOL ADMINISTRATOR

VOLUME 1 OF ___
PROJECT MANUAL

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ARCHITECTS/PLANNERS:

21AC00063000
21AI01505400
21AI01170100
21AI01674400

SPIEZLE ARCHITECTURAL GROUP, INC.
120 SANHICAN DRIVE
TRENTON, NEW JERSEY 08618
TELEPHONE NUMBER: (609) 695-7400  FAX NUMBER: (609) 394-2274

COMMISSION NO. 16K010
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Drawings listed below provide for complete construction of this Project and are part of the Contract Documents.

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The Architect may furnish additional drawings as may be required for further explanation of details for work under this Contract, but these drawings will not include shop drawings. Shop Drawings shall be completed and submitted for Architect’s review for compliance with the contract documents prior to the starting of work by the Contractor, as specified herein.

END OF SECTION 000150
SECTION 001110 - ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that sealed Bid Proposals will be received by Little Egg Harbor Township School District, 307 Frog Pond Road, Little Egg Harbor, NJ 08087.

MASONRY RESTORATION
FROG POND ELEMENTARY SCHOOL
305 FROG POND ROAD
LITTLE EGG HARBOR, NJ 08087

FOR THE

LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
307 FROG POND ROAD
LITTLE EGG HARBOR, NJ 08087

In accordance with Drawings and Project Manuals, Commission No. 16K010, dated MAY 12, 2016 together with all work incidental thereto as prepared by the SPIEZLE ARCHITECTURAL GROUP, INC., 120 Sanhican Drive, Trenton, New Jersey, 08618.

Sealed bids for the above must be received as a Single Lump Sum Bid by Vickie Tomasco, Interim Business Administrator at the Board of Education Office of the Little Egg Harbor Township School District located at 307 Frog Pond Road, Little Egg Harbor, NJ, 08087 by 3:00 P.M. Prevailing Time on Tuesday, June 7, 2016 at which time and place all bids will be opened and read to the public immediately thereafter. Neither the Owner, nor the Architect will assume any responsibility for Bids mailed or misdirected in delivery. No bid may be withdrawn for a period of sixty (60) days from the opening of the bids.

The Owner reserves the right to reject any or all bids and waive any informality in the bidding process in accordance with the law, if it is in the best interest of the Owner. The Contract, if awarded, shall be awarded to the lowest responsible bidder whose bid is responsive in all material respects to the bid requirements. No bid shall be deemed accepted until the adoption of a formal resolution by the Owner.

Complete sets of Bidding Documents will be available on CD only, and can be obtained at the Architect’s Office during regular business hours for a non-refundable fee to Bidders of Fifty ($50.00) Dollars, which includes standard two day delivery if requested. Should the Bidder request overnight delivery additional cost will apply. A non-refundable check for Bidding documents shall be made payable to the “Spieze Architectural Group, Inc.” All Bidders should contact the Architect’s Office at (609) 695-7400 to confirm details of availability of Bidding Documents.

All bidders must use and complete all bid forms provided in the manner designated, and must comply with every requirement contained in the instructions and specifications. Bids shall be marked in a sealed envelope with the name of the project plainly marked on the front of the envelope and accompanied by a bid guarantee in the form of a Certified Check, Cashier’s Check, or Bid Bond in the amount of Ten Percent 10% of the bid, but not in excess of $20,000.

A pre-bid conference will take place at the Frog Pond Elementary School, 305 Frog Pond Road, Little Egg Harbor, NJ on Thursday, May 19, 2016 at 3:00 PM Prevailing Time for the purpose of consid-
er questions posed by the Bidders at the project site. Due to the special nature of the work involved that can only be seen by an in-depth visitation, the attendance of all the bidders is requested and STRONGLY ENCOURAGED as an integral and important element of the bidding process so that all bidders have an equal understanding of the scope of work involved.

This project is being funded in part by funds from the New Jersey Schools Development Authority NJSDA pursuant to the terms of an Agreement between the School District and the NJSDA. All contractors and subcontractors engaged by the Owner to work on these projects agree to be bound by the terms of this Agreement. The Agreement is available for review at the Owner’s Offices, located at 307 Frog Pond Road, Little Egg Harbor, NJ during normal business hours on official business days.

All Contractors and Subcontractors named in the branches specified in N.J.S.A. 18A:18A-18 who perform any work on the School Facilities Project shall be prequalified prior to the submission of any bids, pursuant to the Development Authority prequalification process. Any Contractors whose contract amount is less than the bid threshold pursuant to N.J.S.A.18A:18A-3 shall not be required to be prequalified pursuant to the Development Authority prequalification process. The prequalification process applies to General Contractors, Structural Steel Contractors, Plumbing Contractors, HVAC Contractors and Electrical Contractors.

The Bidder shall be classified by the New Jersey Department of the Treasury, Division of Property Management and Construction in the following trade, C008 – General Construction, C009 – General Construction/Alterations and Additions, or C019 – Concrete/Foundation/Footings/Masonry Work.

Subcontractors named in the Form of Bid Proposal for Structural Steel, Plumbing, Heating Ventilating and Air Conditioning, and/or Electric, who perform any work on the Project must be prequalified prior to the submission of bids, pursuant to the State of New Jersey Division of Property Management and Construction DPMC and for projects with NJSDA funding the New Jersey Schools Development Authority NJSDA prequalification process. Each bid must be accompanied by proof of Contractor’s DPMC classification status with NJSDA’s School Finance and Construction Program.

Bidders are required to comply with requirements of N.J.S.A. 10:5-1 et seq., “The Law Against Discrimination” and affirmative action, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

All bidders and their subcontractors shall be registered with the New Jersey Department of Labor and Workforce Development, pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. All bids must be accompanied by a Certificate issued by the New Jersey Department of Labor, pursuant to the Public Works Contractor Registration Act to the Bidder and all subcontractors.

Pursuant to P.L. 2004, c.57 Business Registration of Public Contractors, all bids must include a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue of the Bidder and must include that of all subcontractors i.e., “named subcontractors” whose prices are included in the Contractor’s bid.

BY ORDER OF: LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
LITTLE EGG HARBOR, NJ 08087

VICKIE TOMASCO
INTERIM BUSINESS ADMINISTRATOR

ADVERTISEMENT FOR BIDS 001110 - 2
MASONRY RESTORATION
FROG POND ELEMENTARY SCHOOL
LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
COMMISSION NO. 16K010

END OF SECTION 001110
SECTION 002110 - INSTRUCTION TO BIDDERS

PART 1 - GENERAL

1.1 INVITATION TO BID

A. In accordance with the Advertisement for Bids, proposals will be received by the Owner for the performance of the project designated in the Advertisement for Bids and further described in the Instructions to Bidders and Bid Specifications. Bids shall cover all costs of any nature, including those which are incidental to and arise from the work. In explanation but not in limitation thereof, these costs shall include the costs of all work, labor, materials, equipment, transportation and cost of anything else necessary to perform and complete the project in the manner and within the time required by the specifications, all incidental expenses in connection therewith, all costs on account of loss due to damage or destruction of the project, and any additional expenses for unforeseen difficulties encountered, for settlement of damages and for replacement of defective work and materials. Conditions, limitations or provisions attached by the Bidder to the Proposal shall be cause for its rejection.

B. Prior to submitting a bid, all bidders shall become familiar with the Advertisement for Bids, Instructions to Bidders, General and Supplementary Conditions, Specifications, Drawings, Addenda and other bidding documents. It shall also be the responsibility of every bidder to investigate the site of the project and make such examination as necessary to satisfy itself regarding the character and amount of work involved. All Bidders shall determine that necessary labor and equipment can be secured and that the materials it proposes to use will comply with the requirements contained in the specifications and can be obtained by the Bidder in the quantities and at the time required. Appointments for inspection of the site can be arranged by contacting Joseph McDermott, Facilities Manager at (609) 296-1719. By submitting a bid, the Bidder agrees and warrants that it has examined the specifications, drawings, addenda, and bulletins required in any part of the work a given result to be produced, that the specifications, drawings, addenda, and bulletins are adequate and the required result can be produced under the specifications, drawings, addenda, and bulletins. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of the unintentional errors or conflicts in the drawings, specifications, addenda and bulletins.

C. The Project Manual, Drawings, and Addenda shall be considered as a whole and shall not be separated during the bidding or construction period. Division of Project Manual into “divisions” and “sections” is solely for organization and is not intended to define trade responsibilities unless specifically stated. Every Contractor shall be held responsible for reviewing and understanding the relationship of its work by becoming thoroughly familiar with the Drawings, Project Manual, and Addenda of the contract. Every Contractor shall be responsible for its own work and, if it divides the Drawings, Project Manual, and Addenda for Subcontractors or material suppliers, it does so at its own risk.

D. Every bidder shall certify that it owns, leases, or controls all the necessary equipment required by the Specifications. If the bidder is not the actual owner or lessee of any such equipment, it shall submit a certificate stating the source from which the equipment will be obtained and shall
obtain a certificate from the owner and person in control of the equipment, granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary.

E. Only manufactured and farm products of the United States where available shall be used in the performance of the work required to complete the project.

F. Quality of Products/Goods: All products and goods used in the project shall be new (unless specifically indicated) and covered by applicable manufacturer’s warranty.

G. Wherever in the Contract Documents reference is made to "the Contract", it shall mean the contract entered into through the acceptance of the Bidder’s Proposal enumerated hereinafter and all applicable provisions in the Project Manual shall govern the Contract with equal force.

H. Bidders are cautioned to carefully read the complete Drawings and Project Manual to acquaint themselves with requirements therein necessitating installation work by one Contractor of materials or equipment furnished by another Contractor required to complete the entire Project. Bidders should also note all cases where it is specified that labor, materials or both are to be omitted by one Contractor and are to be provided by another Contractor identified therein. It is understood that the various Bidders have included such work in their bids, even though the same is not specifically mentioned within the Divisions and Sections of the Specifications upon which they are bidding.

I. Bidding shall be in conformance with New Jersey Local Agency Procurement Laws and with the applicable requirements of N.J.S.A. 18A:18A-1 et seq., the “Public School Contracts Law”.

1.2 DEFINITIONS

A. Whenever in the Project Manual the following terms, or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

B. Contract Documents: Those documents which memorialize the parties’ agreement with respect to their respective obligations in connection with Project, including the complete Working Drawings, detailed Project Manual with all Addenda and Supplementary Agreements that may be entered into, the Instructions to Bidders, Bid Proposal, Executed Contract, and Contract Bond. All of the aforementioned documents are to be treated as one instrument whether or not set forth at length in the Form of Contract.

C. Drawings: Drawings or reproductions thereof furnished by the Architect pertaining to the Project.

D. Project: The term “Project” as used in the Contract Documents refers to:

Masonry Restoration
Frog Pond Elementary School
305 Frog Pond Road
Little Egg Harbor, NJ 08087
Tel: 609-296-1719, Fax: 609-296-4156
E. Owner: The term “Owner” as used in the Contract Documents refers to:

Little Egg harbor Township School District  
307 Frog Pond Road  
Little Egg Harbor, NJ, 08087  
Tel: 609-296-1719, Fax: 609-296-3225

F. Architect: The term “Architect” as used in the Contract Documents refers to:

The Spiezle Architectural Group  
120 Sanhican Drive  
Trenton, New Jersey 08618  
Tel: (609) 695-7400, Fax: (609) 394-2274

1.3 OBLIGATION OF THE BIDDER

A. At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and become thoroughly familiar with the Notice for Bids, Instructions to Bidders, Bid Specifications and other bidding documents. The failure or omission of any bidder to receive or examine any form, instrument or document or to visit the site and acquaint himself with the conditions there existing, shall not relieve the bidder from its obligation to furnish all the necessary labor, materials and other conditions and requirements of the Contract Documents to complete the project at the bid price. A claim of mistake or omission will likewise not excuse a bidder from any obligation under its bid. The submission of a bid will be considered conclusive evidence that the bidder has made such an examination.

B. The Owner reserves the right to hire an Architect to act as its representative for the purpose of administering the contract. The Contractor is obligated to follow any directive or order that the Architect may issue as if the directive or order were issued by the Owner.

1.4 DRAWINGS AND PROJECT MANUAL

A. The Drawings and Project Manual are to provide for the complete construction of the Project and are intended to complement and supplement each other. Any work required by either of them and not by the other shall be performed as if denoted both ways. Any work required which is not denoted in the Project Manual or on the Drawings because of an obvious omission but which is nevertheless necessary for the proper performance of the Project, such work shall be performed as fully as if it were described and delineated.

1.5 INTERPRETATIONS

A. No oral interpretation will be made to any Bidders as to the meaning of the Drawings and Project Manual. Should any questions arise as to the true meaning of any item noted on the Drawings, Specifications, or other Contract Documents, the Bidder will immediately forward a request in writing to the Architect for interpretation as soon as such question arises on Form 009215 Request for Information provided at the end of Division “00” Bidding and Contract
Requirements. Interpretations will be made in the form of Addenda and issued to all Bidders receiving the Drawings and Project Manual. All such Addenda shall become part of the Contract Documents. In order to be given consideration and timely issuance of addenda, if any, written requests for interpretation are requested at least ten (10) business days, Saturdays, Sundays and Holidays excepted prior to the date fixed for the opening of bids. Notice of revisions or addenda to the advertisement or bid specifications will be sent in writing, via certified mail, certified facsimile transmission or delivery service to all persons who have picked up a copy of the bidding documents. Notice shall be provided no later than seven (7) days, Saturday, Sundays or holidays excepted, prior to the date for acceptance of bids to any person who has submitted a bid or who received a bid package. It shall be the responsibility of the Bidder to ascertain that he has received all amendments, revisions and clarifications prior to submitting his bid. Failure of a Bidder to receive notice of any amendment, revision or clarification when good faith notice is sent or delivered shall not be considered failure by the Owner to provide notice and shall not relieve a bidder from any obligation under its bid. All amendments, revisions and clarifications shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. In the event the Owner is unable to provide notice within the time required, or otherwise fails to provide notices, the Owner shall not accept bids and shall re-advertise for bids. The Architect's interpretations or corrections thereof shall be final.

1.6 ASSIGNMENT / SUBCONTRACT

A. The Bidder to whom the contract is awarded (hereinafter referred to as "Contractor") may not assign this contract to any person, partnership or corporation nor may it subcontract any part of the work required to be performed under the contract without obtaining the prior written approval of the Owner.

B. Any assignee or successor in interest to the contract who is approved by the Owner shall be bound by the terms of this contract.

C. Any subcontractor approved by the Owner shall be bound by the terms of this contract.

1.7 CLASSIFICATION OF BIDDERS

A. Contractors proposing to submit bids for contracts exceeding $20,000.00 are required to be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) in accordance with N.J.S.A. 18A:18A-26 to 18A:18A-33 and N.J.S.A. 52:35-1.

B. Pursuant to N.J.S.A. 18A:18A-27, all bidders on any contract for public work in which the entire cost of the project exceeds $20,000.00 must be prequalified by the Department of Treasury, Division of Building and Construction as to character and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Owner if it has not submitted a statement to the Department of Treasury, Division of Building and Construction which fully discloses the bidder’s financial ability, the adequacy of its plant and equipment, its organization and prior experience, and such other pertinent and material facts which may impact on the bidder’s performance on the Project within a period of one year preceding the date of opening of the bids for such contract.
C. All Contractors and Subcontractors named in the branches specified in N.J.S.A. 18A:18A-18 who perform any work on the School Facilities Project shall be prequalified prior to the submission of any bids, pursuant to the Development Authority prequalification process. Any Contractors whose contract amount is less than the bid threshold pursuant to N.J.S.A.18A:18A-3 shall not be required to be prequalified pursuant to the Development Authority prequalification process. The prequalification process applies to General Contractors, Structural Steel Contractors, Plumbing Contractors, HVAC Contractors, and Electrical Contractors.

D. Contractors proposing to submit bids for school facilities projects are also required to submit proof of Contractor’s prequalified classification status with the New Jersey Schools Development Authority’s School Finance and Construction Program. Owner is required by the NJSDA to report on the Contractor’s performance to the NJSDA.

E. Every prequalified bidder must submit with its proposal, a notarized affidavit setting forth the type of work and the amount of work for which it has been qualified, that there has been no material adverse change in its qualification information, the total amount of uncompleted work on contract at the time, and the date of the classification. Any bid not including this affidavit shall be rejected as being non-responsive to the bid requirements. A form affidavit is included as part of the bidding documents.

F. All bidders shall furnish satisfactory evidence that it and its subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder’s personnel and experience sheet shall be submitted to the owner as part of the bidding documents. Where the bidder intends to subcontract any portion of the work to one or more of the major trades for (General Construction, Structural Steel; Plumbing; Heating, Ventilating and Air-Conditioning; and/or Electrical) and for all specialty trades for which classification is required, the subcontractor(s) shall be classified to perform the work and the bidder shall submit the requisite documentation pertaining to the subcontractor(s) in accordance with paragraph B above. Additionally, all subcontractors named on the bid form must also submit a signed sworn contractor certification and all documents referenced therein, as well as any applicable trade license.

G. All Bidders shall complete the Statement of Bidders Qualifications and attached forms. The Owner may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The Owner reserves the right to reject any bid if the information fails to establish to the Owner's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

H. For every contract for public work that exceeds $20,000.00, the Owner shall, upon completion thereof, report to the Department of Treasury, Division of Property Management and Construction as to the Contractor's performance and shall also furnish such report from time to time during performance if the Contractor is then in default.

1.8 PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L. 1999 c. 238)
A. All contractors and subcontractors as defined in N.J.S.A. 34:11-56.48 et seq., submitting a bid for this project shall be registered with the Department of Labor in accordance with N.J.S.A. 34:11-56.48 et seq. All bidders shall submit a copy of the Registration Certificate of the bidder and all subcontractors with the bid.

1.9 STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

A. Pursuant to N.J.S.A. 52:25-24.2, all forms of corporations and partnerships (including limited partnerships, limited liability corporations, limited liability partnerships and subchapter S corporations) shall submit a statement with its bid which sets forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own a 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.

B. Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall certify such fact to the Owner.

C. A form affidavit is included as part of the bidding documents and must be completed by the Bidder.

1.10 LAW AGAINST DISCRIMINATION

A. The Bidder (Contractor) that is awarded a Contract, and its subcontractors, agrees to comply with the Anti-Discrimination provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.A.C. 17:27-1.1 et seq. set forth at length in Exhibit B attached hereto and made a part hereof and incorporated herein by reference. A complete copy of the regulations, N.J.A.C. 17:27-1 et seq., are available upon request or online at http://www.state.nj.us/treasury/contract_compliance/pdf/njac_17_27_ac.pdf. The Bidder (Contractor) that is awarded a Contract, and its subcontractors, further agree to comply with N.J.A.C. 6A:7-1.8; and the regulations of Affirmative Action and of the New Jersey Schools Development Authority, N.J.A.C. 19:30-3.

1.11 QUALITY OF PRODUCTS/GOODS USED

A. In accordance with N.J.S.A. 18A:18A-20, “American goods and products to be used wherever possible”, only manufactured and farm products of the United States, wherever available, shall be used in this project.

B. All products and goods used in the project shall be new and covered by the applicable manufacturer's warranty. Where a brand name is specified in the specifications, the Bidder may use an equivalent brand, provided the procedures set forth in the specifications are followed. The Architect and Owner shall approve such substitution.
C. Quality Control: During the term of this project, the contractor will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.

D. Discrimination on the basis of disability for the purchase of goods and services is prohibited. Bidders are expected to have read and understand the language of the Americans with Disabilities Act and are required to agree that the provisions of Title II of the Act and are made a part of this Contract. The Contractor is obligated to comply with the Americans with Disabilities Act of 1990 (ADA) including the changes made by the ADA Amendments Act of 2008 (P.L. Law 110-325) effective January 1, 2009.

1.12 BUSINESS REGISTRATION CERTIFICATE

A. Pursuant to N.J.S.A. 52:32-44, all bids must be accompanied by a New Jersey Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract.

B. No contract with a subcontractor shall be entered into until the subcontractor provides a copy of a valid business registration certificate to the contractor. The contractor shall provide copies of a current Business Registration Certificate for each subcontractor immediately upon entering into each subcontract. The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project. Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;

C. The contractor shall maintain and submit a current, updated list of subcontractors and their current Business Registration Certificate as a continuing obligation under this contract. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

D. For the term of this contract, the contractor and each of its affiliates and each subcontractor and supplier and each of its affiliates as defined in N.J.S.A. 52:32-44(g) (3) shall collect and remit and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

E. A contractor, subcontractor or supplier that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 et seq., or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25.00 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency. The contractor shall indemnify and hold harmless the Owner from and against any and all fines, taxes, penalties, interest, claims, losses, costs and expenses of any kind arising out of or resulting from or in connection with the
contractor's failure to comply with N.J.S.A. 52:32-44 as amended from time to time. Information on the law and its requirements are available by calling (609) 292-9292.

1.13 NON-COLLUSION

A. No official or employee of the Owner who is authorized in his or her official capacity to negotiate, make, accept or approve or to take part in such decision regarding a contract in connection with a school facilities project shall have any financial or other personal interest in any such contract. The Owner and its officers and employees shall comply with the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28.

B. No bidder shall directly or indirectly enter into any agreement, participate in any collusion or otherwise take any action in restraint of free, competitive bidding in connection with this project.

C. A form affidavit of non-collusion is included as part of the bidding documents and must be completed by the bidder.

1.14 PREVAILING WAGE RATE

A. Each Contractor and subcontractor is required:

1. To comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., and pay all workmen and/or subcontractors performing services in connection with the project not less than the prevailing rate of wages as determined by the State Department of Labor and Industry, whereby said prevailing rate of wages are enumerated in the list of prevailing wage rates included as part of the Project Specifications and Contract Documents, are on file in the owner's office and/or the architect's office and are made a part hereof and incorporated herein by reference.

2. To contact the State Department of Labor and Industry to verify the prevailing wage rates applicable to the Project.

3. To furnish the owner with an affidavit stating that all workmen have been paid in accordance with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et seq.

4. Upon request, file verified written statements with the owner certifying the amounts then due and owing to any and all workmen for wages due on account of the work and the names of the persons whose wages are unpaid and the amount due to each.

5. To submit weekly payroll forms in full compliance with the Prevailing Wage Act.

6. To keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by him in connection with the project. Records shall be preserved for two (2) years from the date of payment.

7. To post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the project and at such place or places as are used to pay workmen their wages.

B. In the event that it is found that anyone employed by the Contractor or any Subcontractor has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the owner may terminate the Contractor's right to proceed with the work or such part of the work as
to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his Sureties shall be liable to the Owner for any excess costs occasioned thereby.

1.15 C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

A. The Contractor 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 Contractor receives contracts in excess of $50,000.00 from public entities in a calendar year. It is the Contractor’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

1.16 PREPARATION OF BIDS

A. Bidders shall comply with the requirements contained in the Notice for Bids, Instructions to Bidders, Bid Specifications, and other bidding documents.

B. Bids must be submitted on the Form of Proposal furnished by the Owner. Where the bidder is a corporation or a partnership, the person submitting the bid must certify that he is duly authorized to submit a bid on behalf of the corporation or partnership. The corporate seal should be affixed to the bid. Alternative bids will not be accepted unless otherwise authorized in the bidding documents. Where alternates are specified, the bidder shall indicate the amount of the alternate(s) to be added to or deducted from the base bid. If an alternate item will not result in an increase or decrease in the base bid, the bidder shall clearly so indicate by stating either “zero (0)” or “no change”. Failure to bid an alternate, where specified, by leaving an alternate amount blank or stating “no bid” shall be considered a material defect, resulting in the rejection of bids. No conditions, limitations or provision may be placed on a bid.

C. Bids shall be enclosed in a sealed opaque envelope with the name and post office address of the bidder and the name of the project and the contract being bid marked on the front of the envelope. Telegraph, telecopy, email, or facsimile of bids will not be considered.

D. All sealed bids must be submitted no later than the “Bid Opening Date and Time” as stated in the Notice for Bids or as changed by addendum. Any bid not received by the date and time set forth in the Notice for Bids/Addendum, will not be considered by the Owner. Bids shall be sealed in an envelope and shall bear the name and address of the Bidder and shall be endorsed “Sealed Bid” – and include the name of the project.

E. A bidder may withdraw its bid at any time prior to the scheduled time for opening bids. No bid may, however, be withdrawn for a period of sixty (60) days from the opening of the bids. The Owner reserves the right to reject any or all bids and waive any informality in the bidding process in accordance with the law if it is in the best interest of the Owner. The Owner further reserves the right to reject any or all bids and not award a Contract for any portion of the Project if the Owner has not obtained the requisite approval for the project or any portion thereof from the appropriate state agency. Any agreement entered into by the Owner for any portion of the Project is expressly conditioned upon the Owner obtaining the requisite approval for the Project...
or any portion thereof. The Owner reserves the right to terminate the agreement if it has not obtained the requisite approval for the Project or any portion thereof from the appropriate state agency. No bid shall be deemed accepted until the adoption of a formal resolution by the Owner. Contract(s) to be awarded will be awarded to the lowest responsible bidder whose bid is responsive in all material respects to the bid requirements.

F. Proposals shall be submitted in triplicate on the Form of Proposal furnished by the Architect properly filled out in the manner designated and duly executed, including Affidavits. Proposal Forms shall be filled in, with ink or typewritten, in both words and figures. In case of discrepancy, the amount described in words shall govern. Proposal packages shall contain at least one completed original, the others may be copies of the original.

1.17 BID GUARANTEE

A. Every Bid must be accompanied by a Bid Guarantee in the form of a Certified Check, Cashier's Check, or Bid Bond (together with a Consent of Surety) drawn to the order of the "Owner" for the amount of Ten Percent (10%) of the bid (Base Bid or Base Bid with Alternate Bid(s), whichever is greater), but not in excess of $20,000.” Bond shall be furnished by a surety company authorized to do business in the state of New Jersey and must be acceptable to the District and the Development Authority. Certified or cashier's checks shall be drawn on a state or national bank rated "A" by at least two nationally recognized rating agencies. Checks shall be made payable to the District.

B. The ten percent (10%) security shall be forfeited if bidder fails to execute a contract with the Owner and furnish the Owner with a satisfactory performance/labor and materials bond and the required certificates of insurance within ten (10) days after the contract is awarded. In the event the bidder defaults by failing to execute the contract or to provide all guarantees, insurance and other items required, the funds represented by such bidder's bid guarantee shall be released to the Owner and become and remain the property of the Owner. Delivery of the bid guarantee constitutes agreement of the bidder and the surety and any other entity that issued the bid, that such amount shall be released to the Owner in the event of such default. In the event of default and subsequent award of the contract to another bidder, the bidder shall be liable for the difference between the amount of his bid and the amount for which the Owner is obligated to pay on an award to another bidder, less the ten percent (10%) security.

1.18 CONTRACT BONDS

A. Consent of Surety: Pursuant to N.J.S.A. 18A:18A-25, bids shall be accompanied by a Consent of Surety assuring that satisfactory arrangements have been made between the Surety and the Bidder, by which the Surety agrees to furnish the Bidder with a Performance Bond, and a Payment Bond, each in the stated amount of one hundred percent of the Contract Sum, together with the required one-year Maintenance Bond. The Consent of Surety shall be executed by an approved Surety Company authorized to do business in the State of New Jersey.

B. Each Bidder to whom Contracts have been awarded shall furnish and deliver within ten (10) days after issuance of written "Letter of Intent" or date of “Notice of Award”, a Performance and a Payment Bond in the form as bound herewith. The Performance and Payment Bonds
shall be in the amount of one hundred percent (100%) of the awarded contract amount. The surety on the Performance and Payment Bonds shall be a surety company and having a bond rating as noted in the Supplementary Conditions, paragraph 11.1.4 that are both satisfactory to the Owner and authorized to do business in the State of New Jersey. The bonds shall comply with the requirements of New Jersey law, specifically, N.J.S.A. 2A:44-143 et seq., and shall be in a form acceptable to the Owner’s Attorney. The Performance Bond and Payment Bonds shall be maintained in full force and effect until the Owner is satisfied that all unpaid claims against the bidder have been resolved.

C. Prior to the start of the guarantee period and before final payment is made, the Bidder who is awarded a Contract shall provide the Owner with a Maintenance Bond, together with power of attorney, in the amount of the contract price to insure the replacement or repair of defective materials or workmanship for one (1) year from the date of issuance of the Final Certificate of Occupancy.

D. The cost of Bonds shall be paid for by the Contractor.

1.19 POWER OF ATTORNEY

A. Attorneys-in-fact who sign Bid Bonds, Contract Bonds, and Consent of Surety must accompany with each bond or consent of surety, a certified and effectively dated copy of their power of attorney.

1.20 SALES TAX

A. The Owner is exempt under the provisions of the New Jersey Sales and Use Tax Act and are not required to pay sales tax. Bidders will be expected to comply with the provisions of the Act and rules and regulations promulgated pursuant thereto to qualify them for exemptions with reference to any and all labor, service and materials supplied to or furnished in connection with the work to be performed.

1.21 AWARD OF CONTRACTS

A. The Owner reserves the right to reject any or all bids or to waive informality in the bidding if it is in its best interest to do so. The Owner reserves the right to reject the Bid of any Bidder who in the judgment of the Owner, and in accordance with the law, is not in position to perform the Contract. The Owner reserves the right to reject the Bid of any Bidder with whom the Owner has had a prior negative experience.

B. The lowest responsible bidder(s) shall be determined in accordance with statute by comparing the lowest responsible contract bids. The Owner shall have the right to determine which alternates, if any, shall be included in the final determination. The add or deduct amount of any alternates selected by the Owner shall be included in a consistent manner in all bid tabulations.

C. The contract shall be signed by the Contracting party and returned to the Owner within ten (10) days after the making of the award, and the contract shall be signed by the owner within twenty
one (21) days after the making of the award; provided however, that all parties to the contract may agree to extend the limit set forth in the specifications beyond the limits required.

D. Within ten (10) days after delivery to the Owner of a Contract executed by the selected Bidder, together with all other items that may be required to be submitted therewith, the Owner shall return the bid guaranty to each unsuccessful Bidder.

E. All bid guarantees will be returned, upon request, within ten (10) business days after the bids have been opened. The bid guarantees of the three lowest bidders shall, however, be retained until either: (1) three (3) days after the contract is awarded and signed and the bidder's performance/labor and materials bond and insurance certificates are approved by the Owner, or (2) all bids are rejected by the Owner.

F. If the lowest responsible bidder is not a resident of the State of New Jersey, then the bidders shall designate a proper agent in the State upon whom process may be served as a condition precedent for the awarding of the contract. If the lowest responsible bidder is a foreign corporation (incorporated outside the State of New Jersey), then the awarding of the contract and payment of consideration thereunder is conditioned upon the bidder filing a Certificate of Authority to transact business in the State of New Jersey with its bid complying with the provisions of N.J.S.A. 14A:13-1 et seq.

G. Upon notice of award of a construction contract, the owner will provide the contractor with Form AA-201, Initial Project Workforce Report. The contractor shall after notification of award, but prior to signing a construction contract, properly complete and submit an Initial Project Workforce Report, Form AA-201. Proper completion and submission of this report shall constitute evidence of the contractor’s compliance with the regulations of Affirmative Action. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and the Public Agency Compliance Officer. The Owner is required to retain the Affirmative Action evidence on file for review by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts.

H. The contractor must submit a properly completed Initial Project Workforce Report, Form AA-201. The completed form AA-201 must be submitted by the third (3rd) calendar day after notification of award. If a construction contractor does not submit Form AA-201 within the required time period, the Owner may extend the time period to the fourteenth (14th) calendar day. If by the fourteenth (14th) calendar day the Contractor does not submit the form, the Owner must declare the Contractor is non-responsive and award the contract to the next lowest responsible bidder or terminate the contract.

1.22 RECEIPTED BILLS FOR MATERIALS, ETC.

A. It is hereby understood and agreed that no payments after the first payment shall be made by the Owner to any Contractor for materials delivered and accepted during any month covered by this contract or any work done or labor furnished during the same period, unless and until receipts and any and all other vouchers showing payment by the Contractor for materials and labor, including payments to subcontractor from the preceding payment to Contractor on the same
basis set forth in the Certificate for Payment, having been filed with the Owner and annexed to the Certificate covering said payment applied for; anything to the contrary in any of the Contract Documents referred to herein notwithstanding.

B. It is further agreed and understood that the Contractor will require all subcontractors within thirty (30) days after any payment is made to subcontractors to submit sufficient proof of payment, covering both labor and material men so that the Contractor is satisfied that no stop notices can be filed against him for any money due the subcontractor or their labor or material men.

1.23 RELEASE OF LIENS

A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Owner a complete Release of all Liens arising out of this Contract and an affidavit that so far as he has knowledge or information, the releases include all labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Owner, to indemnify him against any liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

1.24 PROGRESS PAYMENTS

A. The Owner reserves the right to withhold on account of subsequently discovered evidence, the whole or part of any monthly payment to such extent as may be necessary to protect against loss on account of defective work not remedied or any form of payment claims against the Contractor that may subsequently have accrued. The Owner shall withhold the retainage as prescribed N.J.S.A. 18A: 18A-40 et seq. and N.J.A.C. 19:30-3.5(a)(1).

1.25 FINAL ACCEPTANCE

A. The final acceptance shall not be binding or conclusive upon the Owner should it subsequently find that the Contractor has supplied inferior material or workmanship or has departed from the terms and conditions of its contract. Should such a condition appear the Owner shall have the right, notwithstanding, final acceptance and payment to cause the work to be properly done in accordance with the drawings and specifications at the cost and expense of the Contractor.

1.26 FORM OF AGREEMENT

A. The contract shall be comprised of the Notice to Bidders, Instructions to Bidders, Bid Specifications, any amendments and clarifications, diagrams, the bidding documents, Standard Form of Agreement between Owner and Contractor, AIA Document A101-2007, as revised by the Owner, General Conditions of the Contract for Construction, AIA Document A201-2007 edition, as revised by the Owner, all supplementary and additional conditions of the Contract and any addenda thereto. The bidder to whom the contract is awarded shall, within ten (10) days from
1.27 TIME FOR COMPLETION/LIQUIDATED DAMAGES

A. Since time is of the essence and actual damages suffered by the Owner are incapable of precise calculation, the contractor agrees that the following amount is a fair and reasonable method of measuring the damages suffered by the Owner for each calendar day the project is delayed.

B. In the event the project is totally not completed and the building ready for occupancy/re-occupancy on the date specified in the contract documents, the Contractor shall pay the Owner the sum stated in the Supplementary Conditions, article 8.4.1 Time of Completion – Delay – Liquidated Damages as liquidated damages, not as a penalty, for each calendar day that the project is delayed.

1.28 PAYMENT SCHEDULE

A. Upon final completion, the presentation of a duly executed voucher, including the training sessions, and the production of the maintenance bond, manufacturer's warranty and release of lien, the District shall prepare and submit to the New Jersey Schools Development Authority, for review and final approval, a Request for Disbursement together with the Final Completion Checklist attached as Exhibit D, which shall contain a certification as to the Total Costs spent on the School Facilities Project. Upon approval, the Authority shall disburse the final amounts remaining under the Rod Grant, the District shall thereupon make final payment to its Contracted Parties within thirty (30) days, and thereupon, the Authority shall be released from any further responsibility to make any payments in connection with the School Facilities Project.

B. Upon the presentation of a duly executed voucher, the contract amount shall be paid within thirty (30) days of final completion of the project, including the submission of an application for payment approved by the Architect, all closeout documents, training sessions, and the production of the maintenance bond, manufacturer's warranty and release of lien.

1.29 WARRANTY

A. In addition to the warranties set forth in the General Conditions contained herein, the Bidder warrants that the services to be rendered to the Owner shall be furnished in a workmanlike manner and in accordance with all applicable federal and state statutory requirements and administrative regulations.

1.30 INDEMNITY AND HOLD HARMLESS AGREEMENT

A. To the fullest extent permitted by law, the successful bidder (the “Contractor”) shall indemnify, protect, defend and save harmless the Owner, the Architect, Engineers (if any), Construction Manager (if any), their respective agents, officers, employees, and servants from any and all receipt of the Agreement between Owner and Contractor from the Owner, sign and return the contract to the Owner.
claims, demands, suits, damages, costs and expenses, including reasonable attorneys’ fees, whether or not caused, in part by any party indemnified hereunder, arising out of, or in any way related to the Project, the performance of Contractor’s agreement with the Owner, any personal injury or property damage that may arise out of or result from the acts or omissions of the Contractor in performing the agreement or the conditions created thereby as more particularly set forth in Article 3.18 of AIA Document A201 General Conditions of the Contract for Construction.

B. To the fullest extent permitted by law, the District shall indemnify, protect, defend and save harmless the New Jersey Schools Development Authority, the New Jersey Economic Development Authority, Architect, Engineers and their agents, servants, officers and employees from and against any loss, damage, injury, cost or expense, and from and against any claim, demand, liability, lawsuit, judgment, action or other proceeding arising or claimed to arise from, in connection with, or as a result of the acts or omissions of the District, its agents, servants, officers, employees, Contracted Parties or any other person at the District’s request, subject to its direction or on its behalf, or arising or claimed to arise from, in connection with or as a result of this Agreement, or arising or claimed to arise from, in connection with or as a result of the acquisition, construction, installation, ownership, operation or closure of the School Facilities Project.

C. The District is responsible to immediately notify the New Jersey Schools Development Authority and the New Jersey Economic Development Authority of any damage for which it or the New Jersey Schools Development Authority or the New Jersey Economic Development Authority might be liable and shall, at its sole expense: (A) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage; and (B) promptly satisfy and discharge any judgment rendered against the New Jersey Schools Development Authority or the New Jersey Economic Development Authority or its agents (unless same is being diligently appealed through judicial action), or any settlement entered into by the New Jersey Schools Development Authority or the New Jersey Economic Development Authority after consultation with the District, for any damage. The District shall not assert any defense that would be available to the New Jersey Schools Development Authority or the New Jersey Economic Development Authority but not to the District, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the State Attorney General.

D. The District shall provide Release and Indemnification to the New Jersey Schools Development Authority in accordance with Grant Agreement, regarding Release and Indemnification in its entirety.

E. These provisions shall survive the Expiration or Termination of this Agreement.

1.31 COMPLIANCE WITH NJSDA

A. All Bidders awarded a contract (“Contractors”) shall agree to comply with all laws and regulations of the New Jersey Schools Development Authority (“NJSDA”) including, but not limited to, N.J.A.C. 19:30-1 et seq.
B. Bidders who are awarded a Contract shall agree to permit the New Jersey Schools Development Authority and the New Jersey Economic Development Authority and their agents to investigate, audit, examine and inspect all financial records and supporting documents relating to the Project and the Contracts between the Owner and Contractors in such manner and at such times as the New Jersey Schools Development Authority and the New Jersey Economic Development Authority deem necessary. All books, records and documents relating to the Project and the Contracts between the Contractor and Owner shall be maintained by the District and Contracted Parties for ten (10) years after closeout of all projects as set forth herein.

C. The New Jersey Schools Development Authority has the right to establish and maintain a Consultant and Contractor Performance Evaluation Policy and Procedure. The performance of any Consultants and Contractors engaged by the District for the School Facilities Project are to be evaluated by the District. The evaluation shall consider, among other things, the Consultants’ and Contractors’ ability to deliver and complete the School Facilities Project within the specified time frame and budget established by the District and consistent with the requirements of the Contracts.

1.32 AFFIRMATIVE ACTION IN NJSDA-FINANCED CONSTRUCTION PROJECTS

A. All Contractors shall be required to undertake a program designed to employ minority workers and female workers in accordance with the hiring goals established by the Affirmative Action Office, Department of the Treasury.

B. A Contractor will be considered in compliance with the laws and regulations of the NJSDA only if it has made every effort to meet the minority hiring goals for each trade or craft employed on the Project. The goals are expressed as percentages of the total hours worked on the Project in each trade. The goals are published annually in the Department of the Treasury. At a minimum, the Contractor must take the following steps in this effort:

1. Notify the NJSDA and at least two minority referral organizations of the contractor’s labor needs, and request referrals of minority workers and female workers. The contractor shall leave standing requests for referrals of minority workers and female workers with the local unions, the State Employment Service, New Jersey Bureau of Apprenticeship and Training, and at least two referral sources designated from time to time by the NJSDA until such time as the Contractor has met its hiring goals;
2. Give notice of employment opportunities to all minority workers and females workers who have been listed with the Contractor as awaiting available vacancies;
3. Employ qualified minority workers and female workers who have been listed with the Contractor as awaiting available vacancies;
4. Keep complete and accurate records of all requests for worker referrals and hours worked.

C. In accordance with the above, the following provisions shall be deemed as incorporated into all contracts between the Owner and any contractor on the Project:

1. Contractor shall be required to cooperate with the NJSDA’s Affirmative Action officer in compliance with NJSDA requirements.
2. No Contractor shall discriminate against any employee or applicant because of age, race, creed, color, national origin, ancestry, marital status, sex or religion.
3. All Contractors on the Project must make every effort to employ minority workers and female workers at a level consistent with the applicable hiring goals.
4. All Contractors must submit employment reports to the NJSDA as are required by the application for financial assistance.
5. All Contractors must submit such certificates to the NJSDA as are required by the application for financial assistance.
6. The addendum to construction contract which is provided by the NJSDA with its application for financial assistance will be made a part of the Contract Documents.
7. All Contractors shall comply with any rules promulgated by the New Jersey Department of the Treasury, as amended and supplemented from time to time.

1.33 PREVAILING WAGES IN NJSDA-FINANCED CONSTRUCTION PROJECTS

A. All Contractors shall pay workers employed in the performance of the Project wages that are not less than the prevailing wage rate for such work.

B. All Contractors shall permit the NJSDA or its designated agent complete access to payroll records and other records for purposes of determining compliance with the NJSDA regulations on Prevailing Wages.

C. All Contractors shall keep accurate records showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed in connection with the Project and shall preserve such records for two years from the completion date of the Project.

1.34 ASSIGNABILITY TO THE NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY

A. All Contracts between Owner and Contractor shall be assignable to the New Jersey Schools Development Authority by Owner without notice.

END OF SECTION 002110
The Forms, as noted below, are part of the Bid package and must be properly completed and submitted with Bid Proposal. Failure to provide any item(s) noted below may cause disqualification of Bid Proposal in accordance with the law.

<table>
<thead>
<tr>
<th>Required By Owner</th>
<th>Submission Requirement</th>
<th>Initial each Required Entry and if Required Submit the Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ 003110 - Bid Document Checklist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☒ 004110 - Form of Bid Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☒ 004320 - Form of Bid Bond (with Power of Attorney for full amount of Bid Bond), or Certified Check, or Cashier’s Check</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☒ 004325 - Form of Consent of Surety (with Power of Attorney for full amount of Bid Price)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☒ 004510 - Statement of Bidders Qualification</td>
<td></td>
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<tr>
<td>☒ 004525 - Form of Non-Collusion Affidavit</td>
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<tr>
<td>☒ 004530 - Stockholder Disclosure Statement</td>
<td></td>
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<tr>
<td>☒ 004535 - Certificate of No Material Adverse Change in Status</td>
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<tr>
<td>☒ 004540 - Bidder’s Certification Regarding Debarment, Disqualification, Suspension</td>
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<tr>
<td>☒ 004550 - Contractor’s Equipment Certification (present invoice)</td>
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<tr>
<td>☒ 004560 - Affirmative Action Language of Exhibit B and Affirmative Action Acknowledgement</td>
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<tr>
<td>☒ 004565 - Disclosure of Investment Activities in Iran</td>
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<tr>
<td>☒ 004570 - Political Contribution Disclosure Form</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Continued on back)
Bidder and **Each Sub-Contractor Listed** shall submit the following:  

- 004580- Sworn Contractor Certification Requirements
- Certificate by the Department of Labor indicating Compliance with “The Public Works Contractor Registration Act” (P.L. 1999, c.238) for compliance with this Act
- Business Registration Certificate issued by the Department of Treasury, Division of Revenue
- Certificate of Authority to transact business in the State of New Jersey, If the responsible bidder is a foreign corporation, (incorporated outside State of New Jersey)
- NOTICE OF CLASSIFICATION from DPMC as issued by The State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC).
- NJSDA Classification from NJSDA as issued by The State of New Jersey, Department of Treasury
- Notarized State of New Jersey Form (DPMC 701) noting total amount of uncompleted contracts.
- Contractor or Trade License required under applicable New Jersey Law for any trade or specialty area in which the Bidder or subcontractor(s) will perform work.

END OF SECTION 003110
SECTION 004110 – FORM OF BID PROPOSAL

GENTLEMEN:

THE UNDERSIGNED: ________________________________________________________________

(Name of Bidder)

signifies that (he) (they) (has) (have) examined the Contract Documents consisting of the Project Manual which includes Bidding and Contract Requirements, General Requirements and Specifications, as well as the Contract Drawings and all Addenda and (has) (have) familiarized (itself) (themselves) with all local conditions affecting the cost of the Work and existing conditions at the Site; and assumes all responsibility for delivering the Work complete in every detail, in accordance with the Contract Documents, as prepared by SPIEZLE ARCHITECTURAL GROUP, INC., 120 Sanhican Drive, Trenton, New Jersey, 08618, for complete construction of:

MASONRY RESTORATION
FROG POND ELEMENTARY SCHOOL
305 FROG POND ROAD
LITTLE EGG HARBOR, NJ 08087

FOR THE

LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
307 FROG POND ROAD
LITTLE EGG HARBOR, NJ 08087

NOTE: If written amount differs from the Numerical Figures, only the written amount will be accepted as the correct BID. Bidders are also required to provide cost amounts for base bid, all alternate bids and all unit prices associated with the Contract or Contracts being bid. The failure to bid an alternate by leaving the amount blank or stating "no bid" shall be considered a material defect, resulting in the rejection of the bid. If an alternate item will result in no change in the base bid, bidder shall clearly so indicate by stating either "zero" or "no change". No conditions, limitations or provision may be placed on a bid.

CONTRACT BID

BASE BID ________________________________________________________________ Dollar

(To Be Written in Full)

$( ______________ )

(Figures)

ALLOWANCES: THESE AMOUNTS ARE INCLUDED IN THE BASE BID

ALLOWANCE AL-1: Lump Sum Allowance: fifty thousand dollars ($50,000.00).
MASONRY RESTORATION  
FROG POND ELEMENTARY SCHOOL  
LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT  
COMMISSION NO. 16K010

ALTERNATE BIDS:

ALTERNATE BID: AB-1 Brick and EIFS Veneer, Phases 1, 2 and 3:
_________________________________________________________________________ Dollar (To Be Written in Full) $ (__________) (Figures)

ALTERNATE BID: AB-2 EIFS Veneer, Phases 4 and 5:
_________________________________________________________________________ Dollar (To Be Written in Full) $ (__________) (Figures)

ALTERNATE BID: AB-3 Brick and EIFS Veneer, Phases 4 and 5:
_________________________________________________________________________ Dollar (To Be Written in Full) $ (__________) (Figures)

UNIT PRICES:
UNIT PRICE: UP-1 xxxxxxxxxx:
_________________________________________________________________________ Dollar (To Be Written in Full) $ (__________) (Figures)

The Owner reserves the right to award the contract based upon the Base Bid alone or upon the combination of the Base Bid and various Alternates and any Unit Prices at a specified quantity.

CONTRACTOR

The Bidder shall be classified by the New Jersey Department of the Treasury, Division of Property Management and Construction in one of the following trades:

- C008 – General Construction
- C009 – General Construction/Alterations and Additions
- C019 – Concrete/Foundation/Footings/Masonry Work

FORM OF BID PROPOSAL 004110 - 2
In addition, the Bidder shall be classified in, or engage a properly classified subcontractor for each trade listed below in which the Bidder is not so classified:

- C029 – Structural Steel and Ornamental Iron
- C047 – Electrical

For each of the classifications indicated above, provide the following information. To the extent possible, contractor should identify all anticipated subcontractors with its bid, attaching separate sheets if necessary. Do not leave any classification identification lines below blank

**C029 – Structural Steel and Ornamental Iron:**

Company Name: ____________________________________________________________

Address: ________________________________________________________________

____________________________________________________________

Contact Person: ______________________ Telephone: (_______) ________________

**C047 – Electrical:**

Company Name: __________________________________________________________

Address: ________________________________________________________________

____________________________________________________________

Contact Person: ______________________ Telephone: (_______) ________________

BY INDICATING A SUBCONTRACTOR ABOVE, THE CONTRACTOR CERTIFIES THAT IF AWARDED THE BID, THE SUBCONTRACTORS LISTED ABOVE WILL BE AWARDED SUBCONTRACTS, PROVIDED THEY ARE APPROVED BY THE ARCHITECT.


The undersigned affirms that the sums include all charges and expenses for the furnishing of all labor and materials for the erection, construction and completing the work in all respects in the manner and under the conditions specified.

The Bidder hereby acknowledges that he has received the following Addenda which shall become part of the Contract Documents as though originally incorporated therein.
MASONRY RESTORATION
FROG POND ELEMENTARY SCHOOL
LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
COMMISSION NO. 16K010

Addendum No. ____ Dated __________  Addendum No. ____ Dated __________
Addendum No. ____ Dated __________  Addendum No. ____ Dated __________

The Statement of Bidder's Personnel and Experience must accompany this proposal.

The undersigned further agrees that upon receipt of written Notice of Apparent Low Bidder, the Bidder shall within two days, Saturdays, Sundays, or Holidays excepted, submit to the Architect, an Initial Schedule of Values allocated to “new construction” and to “rehabilitation work” separately for Little Egg Harbor Township School District. The Initial Schedule of Values shall include general conditions, alternate bids and allowances in the cost break down. The “Initial Schedule of Values” shall be submitted on AIA document G702 Application and Certificate for Payment and AIA document G703 Continuation Sheet for G702. If the undersigned after receiving the Notice of Apparent Low Bidder fails to deliver the Initial Schedule of Values, Bidder will be considered as having abandoned its Bid and the work may be awarded to the next lowest Bidder or may be re-advertised and re-let until Contract for same be accepted and executed.

If written notice of the acceptance of this Bid is mailed, facsimiled, or delivered to the undersigned within sixty (60) days after the opening thereof, or any time before the Bid is withdrawn, the undersigned agrees to execute and deliver a Contract within ten days after the Contract is presented to it for signature.

This Contract, including subcontracts, are or may be funded in part with funds from the New Jersey Schools Development Authority. Neither the State, the New Jersey Schools Development Authority, nor any of its departments, agencies, board members or employees is, or will be, a party to this Contract, including Subcontracts, or any lower tier contract or subcontract. This Contract, including Subcontracts, are subject to the requirements contained in N.J.A.C. 19:32-1 et seq. In accordance with the provisions of N.J.S.A. 18A:7G-15, The Contractor, including Subcontractor, agrees to comply with all the provisions of N.J.A.C. 19:32-1 et seq.

All Contracts between Owner and Contractor shall be assignable to the New Jersey Schools Development Authority by Owner without notice.

Contractor agrees to permit the New Jersey Schools Development Authority and the Unit of Fiscal Integrity and their agents to investigate, audit, examine and inspect all books, records and documents relating to the Project and the Contracts between the Owner and Contractor in such manner as such time as the New Jersey Schools Development Authority and the Unit of Fiscal Integrity deem necessary. All books, records and documents relating to the Project and the Contracts between the Contractor and Owner shall be maintained by the Contractor for ten (10) years after final completion of all projects as set forth herein.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this Proposal, or any other proposal or submitting of proposals from the contract for which this proposal is submitted.

The Undersigned does further declare that no one other than herein named have any interest in this Proposal.

The Undersigned is:  An Individual  ( )

A Partnership  ( )

FORM OF BID PROPOSAL  004110 - 4
A Corporation ( )

under the laws of the State of______________ Having Principal Office in the City of______________ County of______________ and the State of______________.

The undersigned affirms that the bid includes all charges and expenses for the furnishing of all labor, work, materials and equipment necessary or reasonably inferable from the contract documents, for the completion of the work in accordance with the contract documents. If awarded the contract, I will comply with all stipulations contained in the specifications.

The undersigned agrees that if a contract is awarded to him/her, he/she will execute and deliver the contract prepared on behalf of the Owner, within ten (10) days after receipt of the contract, together with the performance bond and insurance certificate as required in the Specifications.

The undersigned further agrees that, if awarded a contract, he/she will commence work within ten (10) days of receipt of a written Notice to Proceed, or Contract, as applicable. The work shall be completed in accordance with the Contract Documents on or before the date specified in the Project Manual. Failure to substantially complete the project on the date specified will entitle the Owner to liquidated damages, not as a penalty, in the amount specified in the Project Manual for each calendar day the Project is delayed, as specified in the Specifications.

Name of Bidder ___________________________

By _____________________________________

Title ___________________________________

Official Address (for mail) __________________

________________________________________

Official Address (for courier) _______________

________________________________________

Telephone No. ______________ Date __________

Fax No. __________________________________

NOTE: DO NOT FAIL TO EXECUTE THIS OATH OR AFFIDAVIT:

AFFIDAVIT

STATE OF _________________________)

SS:

COUNTY OF _________________________)

FORM OF BID PROPOSAL 004110 - 5
being duly sworn, says that the several declarations and matters stated in the annexed estimate are in all respects true.

I hereby certify that I ________________________ am the ______________________ of the bidder submitting this proposal and that I am authorized to submit this bid on behalf of the bidder and that the information contained in all bidding documents submitted by the bidder is true and accurate. I further certify that the bidder and all subcontractors listed herein have sufficient means and experience to complete the work in accordance with the project specifications. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of:

________________________________
(Bidder, if Bidder is an Individual)

________________________________
(Partner, if Bidder is a Partnership)

________________________________
(Officer, if Bidder is a Corporation)

Sworn and subscribed before me this

_______________ day of _________________ 20 ____.

NOTARY PUBLIC __________________________
(Signature)

___________________________
(Print Name)

SEAL

Notary Public - State of ______________________
My Commission Expires ______________________

END OF SECTION 004110.
SECTION 004320 - FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned
__________________________as Principal, and ___________________________________________
as Surety, are hereby and firmly bound unto the Little Egg Harbor Township School District, in the
penal sum of TEN PERCENT of amount of bid, not to exceed TWENTY THOUSAND and 00/100 (10%
not to exceed $20,000.00) for payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors,

Signed this ___________________ day of ____________________________________.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner as
defined, a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for:
_________________________________________________________________________

NOW, THEREOF, If said Bid shall be rejected, or, in the alternative,

If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract
provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful
performance of said Contract, and shall in all other respects perform the Agreement created by the
acceptance of the Bid.

Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by any extension of the time within which the Principal may
accept such Bid; and said Surety does hereby waive notice of any such extension.

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

Principal: _____________________________ (L.S.)

Surety: ______________________________  By: _______________________________

STATE OF )
    : SS:
COUNTY OF )

On this ___________________ day of __________________________ 20 ___, before me personally came
to me known, who, being by me duly sworn, did dispose and say;

he resides in _________________________________ that he is the ____________________________

of the instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that
he signed his name thereto by like order.

(SEAL)

________________________________________
Notary Public of __________________________

My Commission expires ____________________

END SECTION 004320
SECTION 004325 - FORM OF CONSENT OF SURETY

The ____________________________________________
(Name and address of surety)

__________________________
a corporation organized under the laws of the state of ___________________ and authorized to do
business in New Jersey, hereby certify that application has been made to us by

__________________________________________________________________________________
(Name and address of Bidder)

__________________________
and satisfactory arrangements have been completed by which we have and do now agree to furnish a
Performance Bond equal to 100% of the contract amount to ensure the faithful performance on the part of
the Bidder of the terms and conditions of the contract and a Payment Bond equal to 100% of the contract
amount to ensure the payment of all persons furnishing labor and materials in accordance with the
contract and the accompanying Bid dated ____________________, 20___ for all construction to
complete

Masonry Restoration
Frog Pond Elementary School
305 Frog Pond Road
Little Egg Harbor, NJ 08087

FOR THE

Little Egg Harbor Township School District
307 Frog Pond Road
Little Egg Harbor, NJ 08087

of the terms and conditions of the Contract and the payment of all lawful claims according to the Contract
Documents prepared therefore, on which said Bid is made. This proposition is made with the
understanding that any change made in the Drawings, Project Manual, Agreements or quantities without
the consent of the bondsmen, shall in no way vitiate the bond.

________________________________
Surety Company

By _____________________________
Attorney-in-fact

Date ___________________________

END SECTION 004325
SECTION 004510 - STATEMENT OF BIDDER’S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Attach separate letters where requested.

1. Name of Bidder: ______________________________
2. Permanent Main Business Address: ______________________________
3. Phone Numbers, Fax Numbers, Email Address: ______________________________
4. When Organized or Incorporated: ______________________________
5. State where Incorporated: ______________________________
6. Number of years engaged in the contracting business under your present firm or trading name? ______________________________
7. General character of work performed by company. ______________________________
8. Have you ever failed to complete any work awarded to your firm? ______________________________
   If so, where and why? ______________________________
9. Have you ever defaulted on a Contract? ______ If so, provide complete details, including where and why? ______________________________
10. In the past three years, have there been any outstanding debts over 60 days to subcontractors or material/equipment suppliers for work in place of any of your contracts other than a maximum allowance of 10% for retainage? ______________________________ If so, how much and why? ______________________________
11. In the past three years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any project attributed to your contract? ______________________________ If so, explain the circumstances. ______________________________
12. Have all payments associated with past labor costs (workers compensation, benefits, etc.) been paid in full to the proper authorities as required by law or agreements? ___________ If not, explain.

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

13. Have you had any material adverse changes from the trades as listed in N.J. Notice of Classification within the last five (5) years? _____. If so, list previous classification.

______________________________________________________________________________

14. Attach schedule of current projects under construction with gross contract amount and uncompleted dollar amount of each project and anticipated completion dates. **

15. Attach schedule of major contracts including construction costs completed by firm within the last three (3) years. **

16. Background and experience of principals of the firm. **

17. List names of projects, architects/clients and phone numbers to contact for references for projects in progress or completed including at least three (3) years. **

18. List Bank Reference:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the proper agency? ______________________________________________________

19. List Trade References: __________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

The undersigned, hereby authorizes and requests any person, firm or corporation to furnish any information requested by the proper agency in verifying information comprising this Statement of Bidder’s Qualifications.

** Attach separate sheets to this Statement of Bidders Qualifications Form with Bid Proposal

Signature of:
______________________________________________________________________________
(Bidder, if Bidder is an Individual)
______________________________________________________________________________
(Partner, if Bidder is a Partnership)
______________________________________________________________________________
(Officer, if Bidder is a Corporation)
Sworn and subscribed before me this __________________ day of ____________, 20 ______.

NOTARY PUBLIC

(Signature)

(Print Name)

SEAL

Notary Public - State of _____________________________
My Commission Expires ____________________________
## ATTACHMENT NO. 14

**CURRENT PROJECTS UNDER CONSTRUCTION RELATING TO THE SAME TYPE OF WORK FOR WHICH THIS CONTRACT COVERS**

<table>
<thead>
<tr>
<th>Project Name And Address</th>
<th>Contact Person &amp; Phone Number</th>
<th>Gross Contract</th>
<th>Uncompleted Dollar Amount</th>
<th>Anticipated Completion Date</th>
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ATTACHMENT NO. 15

MAJOR CONTRACTS COMPLETED WITHIN LAST THREE YEARS

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Contact Person &amp; Phone No.</th>
<th>Construction Costs</th>
<th>Completion</th>
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<td>Original Cost</td>
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ATTACHMENT NO. 16

BACKGROUND AND EXPERIENCE OF PRINCIPALS OF THE FIRM
ATTACHMENT NO. 17

LIST NAMES OF PROJECTS, ARCHITECTS/CLIENTS AND PHONE NUMBERS TO CONTACT FOR REFERENCES FOR PROJECTS IN PROGRESS OR COMPLETED INCLUDING AT LEAST THREE (3) YEARS.

<table>
<thead>
<tr>
<th>Project</th>
<th>Architect/Client</th>
<th>Phone Numbers</th>
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END SECTION 004510
SECTION 004525 - FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT
(Prime Bidder)

State of _________________________ )
 ) SS
County of _________________________ )

_________________________________________, being first duly sworn, deposes and says: That he is

____________________________________________
(Bidder, if Bidder is an Individual)

____________________________________________
(Partner, if Bidder is a Partnership)

____________________________________________
(Officer, if Bidder is a Corporation)

the party making the foregoing Proposal or Bid, that such Proposal or Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other Bidder, or to fix any overhead profit or cost element of said bid price, or that of any other Bidder, or to secure any advantage against the Little Egg Harbor Township School District or any person interested in the proposed Contract, and that all statements in said Proposal or Bid are true.

Signature of:
Sworn and subscribed before me this
_____________ day of ________________, 20___.

NOTARY PUBLIC _________________________
(Signature)

_________________________
(Print Name)

SEAL

Notary Public - State of _______________________
My Commission Expires _______________________

END SECTION 004525
**MASONRY RESTORATION**
**FROG POND ELEMENTARY SCHOOL**
**LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT**
**COMMISSION NO. 16K010**

**SECTION 004530 – STOCKHOLDER DISCLOSURE STATEMENT**
(Contractor to complete Part A or Part B as applicable)

**PART A - CERTIFICATE AS TO CORPORATE PRINCIPAL/STOCKHOLDERS**

I, ___________________________________________ , certify that I am the ___________________________________________ of the Corporation named as Principal in the within Bond; that ___________________________________________ who signed the said Bond on behalf of the Principal was then ___________________________________________ of said Corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested to, for and behalf of said Corporation by authority of its governing body.

The following are the names and address of all Stockholders of the Corporation who own ten percent (10%) or more of the Stock of the Corporation.

<table>
<thead>
<tr>
<th>Name and Home Address</th>
<th>Title</th>
<th>Percentage of Stock Owned</th>
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NOTE: Should additional names be required, please list on a separate sheet.

Signature:

__________________________________________

(Partner)

Date: ________________________________
SECTION 004530 – STOCKHOLDER DISCLOSURE STATEMENT

PART B- CERTIFICATE AS TO PARTNER OR OWNER

I, _____________________________ certify that I am a (Partner) (Owner) of the Firm trading as ___________________________________________________________________________

The following are the names and address of all individuals who own ten percent (10%) or greater interest in the Firm:

<table>
<thead>
<tr>
<th>Name and Home Address</th>
<th>Percentage of Interest</th>
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NOTE: Should additional names be required, please list on a separate sheet.

Signature: ____________________________________________

(Partner)

Date: ________________________________

END SECTION 004530.
SECTION 004535 - CERTIFICATION OF NO MATERIAL ADVERSE CHANGE IN STATUS

TO THE BIDDER: This AFFIDAVIT must be submitted with your Bid.

STATE OF _________________________

SS:

COUNTY OF _________________________

TO: LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
307 FROG POND ROAD
LITTLE EGG HARBOR, NJ 08087

_____________________________ being duly sworn, according to law, deposes and says that he/she is _______________________________ of _____________________________ and that the answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required under Chapter 105, Laws of 1962 (N.J.S.A. 18A:18A-27-33 et seq.) as amended, except as set forth herein:

A statement as to financial ability, adequacy of plant and equipment, organization and prior experience of the Bidder and also such other pertinent material facts as may be deemed desirable as required by N.J.S.A. 18A:18A-28 has been submitted to the Department of Treasury within the last 12 months preceding the date set for opening bids of this Contract.

I (Bidder) certify, as required by N.J.S.A. 18A:18A-32, that subsequent to the latest such statement submitted by me (Bidder), there has been no material adverse change in qualification information except as set forth herein as follows:

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

_________________________________ is classified by the State of New Jersey under Chapter 105, Laws of 1962, as amended. This Classification became effective ______________, ______, and will expire ______________ , 20 ___ .

Type of Contract/Trade Classified: ______________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Approved Amount $ _____________________________.
A copy of my valid and active Pre-Qualification/Classification Certificate from the Department of Treasury, Division of Property Management and Construction is attached.

The total amount of uncompleted work on contracts is $______________________________.

I hereby certify under penalty as provided by law, that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

_____________________________________________
(Signature)

Sworn and subscribed before me this

____________ day of _________________, 20__. 

NOTARY PUBLIC __________________________
(Signature)

___________________________
(Print Name)

SEAL

Notary Public - State of _________________________
My Commission Expires _________________________

END OF SECTION 004535
INSTRUCTIONS FOR CONTRACTOR CERTIFICATION REGARDING THE QUALIFICATION, DEBARMENT, SUSPENSION, AND DISQUALIFICATION OF PERSON(S) COVERING CONTRACT ADMINISTRATION

1. By signing and submitting Contractor Certification 004540-(2), the Contracting Firm is bound by the representations of this certification.

2. The Certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contracting Firm knowingly rendered an erroneous Certification, in addition to other remedies available to the Owner, the Owner may pursue available remedies, including qualification, suspension, disqualification and/or debarment.

3. The Contracting Firm shall provide immediate written notice to the Owner if at any time it learns that its Certification was erroneous by reason of changed circumstances.

4. The terms “debarment”, “disqualification”, “qualification” and “suspension”, as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and as defined in N.J.A.C. 6:20-7. You may contact the Little Egg Harbor Township School District for assistance in obtaining a copy of those regulations.

5. The Contracting Firm agrees by submitting this Certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with any person or firm who is on the State Treasurer’s, the Financing Authority's, the Development Authority’s or the Federal government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal agency.

6. The Contracting Firm further agrees by submitting this Certification that it will include the clause titled “Certification Regarding Qualification, Debarment, Suspension and Disqualification of person(s) concerning Contract Administration,” without modification, in all subcontracts to this agreement as authorized by the Owner.

7. The District shall not enter into a Contract for work on the School Facilities Project with any person or firm who is on the State Treasurer’s, the Financing Authority's, the Development Authority’s or the Federal government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal agency.

8. By submitting this certification, the Contracting party acknowledges that it may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 19:38A-4.1 et seq. The Contracting party further acknowledges that it will insert into all Contracts with all Subconsultants and Subcontractors, a clause stating that the Contracted Party, its Subconsultants or Subcontractors may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 19:38A-4.1 et seq.
9. All Bidders are required to submit a sworn statement by the Bidder, or an Officer or Partner of the Bidder, indicating whether or not the Bidder is, at the time of the bid, included on the New Jersey State Treasurer’s, the Financing Authority’s, the New Jersey Schools Development Authority’s or the Federal Government’s List of Debarred, Suspended or Disqualified Bidders as a result of any action taken by any State or Federal Agency. The District shall immediately notify the State of New Jersey, the Financing Authority, the New Jersey Schools Development Authority and the New Jersey State Police in writing whenever it appears that a Bidder is on the Treasurer’s, the Financing Authority’s, the New Jersey Schools Development Authority’s or the Federal Government’s List. The State and/or the Financing Authority, and/or the New Jersey Schools Development Authority reserve the right in such circumstances to immediately suspend such Bidder from contracting and to take such other action as deemed appropriate pursuant to N.J.A.C. 17:19-3.1 et seq. or any applicable regulation issued by the Financing Authority (e.g., N.J.A.C. 19:30-2.1 et seq.) or the New Jersey Schools Development Authority (e.g., N.J.A.C. 19:38A-4.1 et seq.).

10. The District shall have a continuing and affirmative obligation so long as this agreement is in effect to immediately notify the State of New Jersey, the Financing Authority, The New Jersey Schools Development Authority, and the New Jersey State Police in writing whenever it obtains knowledge that any Contracted Party, Subconsultant or Subcontractor is on the Treasurer’s, the Financing Authority’s, the New Jersey Schools Development Authority’s or the Federal Government’s List. The state reserves the right in such circumstances to immediately suspend such Contracted Party, Subconsultant or Subcontractor from contracting and/or engaging in work on the School Facilities Project and to take such other action as it deems appropriate pursuant to N.J.A.C. 17:19-3.1 et seq. or any applicable regulation issued by the Financing Authority or the New Jersey Schools Development Authority.
SECTION 004540 - BIDDER’S CERTIFICATION REGARDING DEBARMENT/DISQUALIFICATION/SUSPENSION

CERTIFICATION REGARDING THE QUALIFICATION, DEBARMENT, SUSPENSION AND DISQUALIFICATION OF PERSON(S) CONCERNING CONTRACT ADMINISTRATION

I am ______________________________ (Bidder or an Officer or Partner of the Bidder, and indicate which) of the Firm of _____________________________________________________.

(Name of Your Organization)

(State the Address of Your Organization)

CHOOSE ONE OF THE FOLLOWING

A. I hereby certify on behalf of ____________________________________________

(Name of Your Organization)

that, on the date and time of the bid, neither it nor its principals is/are included on the State Treasurer’s, the New Jersey Economic Development Authority’s, the New Jersey School Development Authority’s or the Federal Government’s List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency. If awarded the contract, the Bidder acknowledges and agrees to insert into all its contracts with all Subcontractors and Subconsultants a clause stating that the Contracted Party, its Subcontractors or Subconsultants may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 19:38A-4.1 et seq. or any applicable regulation issued by the New Jersey Schools Development Authority New Jersey Economic Development Authority.

Certify that it shall immediately notify the Owner, in writing, in the event that, I the Bidder or any Subcontractor or Subconsultant appears on the Treasury’s, the New Jersey Economic Development Authority’s, the New Jersey Schools Development Authority’s or the Federal government’s List of Debarred, Suspended or Disqualified Bidders.
( ) B. I am unable to certify to any of the statements set forth in this Certification. I have attached an explanation to this form.

___________________________________________
(Signature)

___________________________________________
(Typed Name and Title)

___________________________________________
(Date)

Sworn and subscribed before me this
_____________ day of _________________ 20___.

NOTARY PUBLIC
________________________
(Signature)

________________________
(Print Name)

SEAL

Notary Public - State of _________________________

My Commission Expires _________________________

END OF SECTION 004540
SECTION 004550 - CONTRACTOR’S EQUIPMENT CERTIFICATION

CERTIFICATION TO DEMONSTRATE THE CONTRACTOR’S ABILITY TO PERFORM THE WORK WITH THE NECESSARY EQUIPMENT REQUIRED

I am ________________________ (an Owner, a Partner, or an Officer of the Company or Corporation and indicate which) of the Firm

______________________________
(Name of the Firm)

______________________________
(State the Address of the Firm)

CHOOSE ONE OF THE FOLLOWING

( ) A. I hereby certify on behalf of ________________________________ (Name of the Firm) that we are the actual Owner, Lessee or control all equipment necessary to perform the work of this Project.

( ) B. I hereby certify on behalf of ________________________________ (Name of the Firm) that we are not the actual Owner or Lessee of the equipment necessary to perform the work of this Project. The source from which the equipment will be obtained is as follows: (Provide Names, Addresses and Telephone Numbers)

______________________________
______________________________
______________________________
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NOTE: Should additional Names, Addresses and Telephone Numbers be required, please list them on a separate sheet and attach to this document.

Certificates from the Owner or Person in control of the equipment clearly granting our Firm the control of the equipment required for such time as may be required to perform the work of this Project are included and attached to this Certification.
MASSONRY RESTORATION
FROG POND ELEMENTARY SCHOOL
LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
COMMISSION NO. 16K010

(Signature)

(Typed Name and Title)

(Date)

END OF SECTION 004550
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 all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of
active “card carrying” members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that 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 to 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 of 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 any other approved referral sources in the area;
5) If it is necessary to lay off any 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 possess the requisite skills, and experience as 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 these 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 paragraph (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, a 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 of 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 sent 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 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 workers 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 Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

If the construction Contractor does not submit Form AA-201 as required herein, the Board of Education will declare the contractor non-responsive, rescind the award and award the contract to the next lowest responsible bidder.
AFFIRMATIVE ACTION ACKNOWLEDGMENT


No firm may be issued a Purchase Order or Contract with the State unless they comply with the Affirmative Action Regulations.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts an initial project workforce report (Form AA201) provided to the public agency by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts 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 of Contract Compliance and Equal Employment Opportunity in Public Contracts and to the public agency compliance officer.

________________________________________
(Name of Contracting Firm, Company or Corporation)

________________________________________
(Print Name of Highest Official)

________________________________________
(Signature of Highest Official)

________________________________________
(Title of Highest Official)

________________________________________
(Address of Contracting Firm, Company or Corporation)

________________________________________
(Date)

END SECTION 004560
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, the Department of Treasury 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed below for which I am authorized to bid:

☑️ is not providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND

☑️ is not a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below under penalty of perjury. 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.
PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: ___________________________ Relationship to Bidder/Vendor: ___________________________

Description of Activities: _____________________________________________________________
__________________________________________________________________________________

Duration of Engagement: ______________ Anticipated Completion Date_______________________

Bidder/Vendor 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 below-referenced person or entity. I acknowledge that Little Egg Harbor Township School District 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 contracts with the Board to notify the Board 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 agreements(s) with Little Egg Harbor Township School District and that the Board at its option may declare contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ___________________________ Signature: ___________________________

Title: ___________________________ Date: ___________________________

Bidder/Vendor: ___________________________

END SECTION 004565
Section 004570 – Political Contribution Disclosure Form

6A:23A-6_3 Accountability Compliance Form
Required for all non-emergency contracts over $17,500.00

Contractor/Bidder Political Contribution Form

Little Egg Harbor Township School District

Name of Contractor/Bidder _____________________________________________________________

Type of Entity:

(check one)         __________ Corporation ________ Partnership _____ Individual/Sole Proprietor

1. The undersigned certifies that the above named Contractor/Bidder has not made a contribution in excess of $300.00 to any member of the above named Board of Education during the past 12 months.

2. In the case of a corporation or partnership, the undersigned further certifies that no person having an interest in the corporation partnership has made such a contribution. “Interest” for purposes of this certification is defined as ownership or control of more than 10% of the profits, assets or stock of a business.

3. In the case of an individual or sole proprietor, the undersigned further certifies that neither the individual’s spouse nor child residing with the individual has made such a contribution.

4. The Contractor/Bidder understands and agrees that, if awarded the contract, it is not permitted to make any contributions to any member of the Board during the term of the contract.

5. Check one of the following:

   a. __________ Attached hereto is a true copy of the Contractor/Bidder’s list of political contributions pursuant to Section 2 of C. 271, L. 2005 (N.J.S.A. 19:44A-20.26).

   b. __________ The Contractor made no political contributions during the preceding 12 months that require reporting under Section 2 of C. 271.

Signature:______________________________________ Date:___________________________

Print Name:____________________________________ Title:___________________________
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions, Amended for Boards of Education per 6A:23A-6.3

Pursuant to N.J.A.C. 6A:23A-6.3, business entities (contractors) receiving contracts from boards of education are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

It is the Contractor’s responsibility to identify the specific committees to which contributions have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

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

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

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Contractor’s submission and is disclosable to the public under the Open Public Records Act.
1 N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I – Contractor Information
Contractor Name:
Address:
City: State: Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein
represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the
Instructions accompanying this form.

Signature ___________ Printed Name ____________________ Title _______________________

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable
political contributions (more than $300 per election cycle) over the 12 months prior to submission to the
committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

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<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
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☐ Check here if the information is continued on subsequent page(s).
Continuation Page

POLITICAL CONTRIBUTION DISCLOSURE FORM

004570-4
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ___ of ______

Contractor Name:

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☐ Check here if the information is continued on subsequent page(s).

END SECTION 004570.

POLITICAL CONTRIBUTION DISCLOSURE FORM 004570-5
SECTION 004580 – SWORN CONTRACTOR CERTIFICATION REQUIREMENTS

In accordance with N.J.A.C. 18A:7G-37, a prequalified contractor seeking to bid school facilities projects, and any subcontractors, required to be named under N.J.A.C. 18A:7G-1 et al., shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

By signing and submitting this Sworn Contractor Certification the principal Owner or Officer of the Company or Corporation certifies that the firm has the following qualifications and credentials:

(1) A current, valid certificate of registration issued pursuant to “The Public Works Contractor Registration Act”, P.L. 1999, c.238 (C.34:11-56.48 et seq), N.J.S.A. 34:11-56.48 et seq., a copy of which is attached hereto this certification form;

(2) A current, valid “Certificate of Authority to perform work in New Jersey” issued by the Department of Treasury, a copy of which is attached hereto this certification form;

(3) A current, valid contractor or trade license required under applicable New Jersey Law for any trade or specialty area in which the firm seeks to perform work, a copy of which is attached hereto this certification form;

(4) During the term of construction of the school facilities project, I as principal Owner or Officer of the company or corporation, as contractor, will have in place a suitable quality control and quality insurance program and an appropriate safety and health plan.

As the principal Owner or Officer of the company or corporation, I certify that, at the time of bidding this project, the amount of the bid proposal and the value of all this firm’s outstanding incomplete contracts does not exceed the firm’s existing aggregate rating limit.

Signature: ________________________________

Date: ________________________________

Corporate Seal
Sworn and subscribed before me this
_____________ day of _________________ 20___.

NOTARY PUBLIC __________________________
(Signature)

__________________________
(Print Name)

SEAL

Notary Public - State of _________________________

My Commission Expires ________________________

END SECTION 004580.
SECTION 005611 – FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned __________________________________________________________

as Principal and _________________________________________________________________,

as Surety, are held and firmly bound unto the Little Egg Harbor Township School District, Little Egg Harbor, Ocean County, New Jersey, in the penal sum of

_________________________________________________________________________ Dollars

(Written Amount)

($ ____________________). (Figures)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ________ day of ________, 20____. THE CONDITION of the above obligation is such that whereas the Principal did on the ________ day of ____________, 20___, enter into a contract with the Little Egg Harbor Township School District which said contract is made part of this bond, the same as though set forth herein:

NOW, if the said ____________________ shall well and faithfully do and perform the things agreed by ________________ to be done performed according to the terms of said contract then this obligation shall be void, otherwise the same shall remain in effect. It being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

By accepting this obligation to ensure the faithful performance of the proper fulfillment of the Contract, the Surety agrees to all cost required to furnish additional manpower, materials, facilities, equipment as may be necessary to insure the prosecution and completion of the work in accordance of the phased substantial completion dates established in the Contract.

The Surety further agrees to reimburse and repay the Owner for all reasonable attorney’s fees, additional consequential Architectural and Engineering fees incurred by Owner resulting from the failure of faithful performance and proper fulfillment of the Contract.

The said Surety stipulates and agrees that no modifications, omissions or additions in or to terms of said contract or in or to the plans and specifications therefore, shall in anywise effect the obligations of said Surety on its bond.
This bond is given in compliance with the requirements of the statutes of the State of New Jersey in its respect to bonds of contractors on public works.

SIGNED, SEALED AND DATED THIS ________ DAY OF ______________________, 20__. 

Signed by the Principal  
In the presence of  
(SEAL)  

_________________________________________  
(Principal)  

Signed by the Surety  
In the presence of  
(SEAL)  

_________________________________________  
(Surety)  

BY ________________________________  
(Appointed Representative)  

END SECTION 005611.
SECTION 005612 – FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned __________________________________________________________,

as Principal and _________________________________________________________________,

as Surety, are held and firmly bound unto the Little Egg Harbor Township School District, Little Egg
Harbor, Ocean County, New Jersey in the penal sum of

__________________________ Dollars

($ ________________________).

(Figures)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns. Signed this _______day of
____________________, 20____. THE CONDITION of the above obligation is such that whereas the
Principal did on the __________ day of ______________, 20___, enter into a contract with the Little Egg
Harbor Township School District which said contract is made part of this bond, the same as though set
forth herein:

NOW, if the said ____________________ shall well and faithfully pay all firms or corporations for labor
performed or materials, provisions, provender or supplies or teams, fuels, oil implements or machinery
furnished, used or consumed in the carrying forward, performing or completion of said contract, we
agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialmen,
laborer, person, firm or corporation having a just claim, as well as for the Obligee herein, then this
obligation shall be void, otherwise the same shall remain in effect. The Surety shall fully indemnify
and save harmless the Owners from all costs and damages which it may suffer by reason of the failure to pay
all firms or corporations as required, and shall reimburse and repay the Owner all outlay and expense
which the Owner may incur in making good any default. It being expressly understood and agreed that
the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of
this obligation as herein stated.

The said Surety stipulates and agrees that no modifications, omissions or additions in or to terms of said
contract or in or to the plans and specifications therefore, shall in anywise effect the obligations of said
Surety on its bond.
This bond is given in compliance with the requirements of the statutes of the State of New Jersey in its respect to bonds of contractors on public works.

SIGNED, SEALED AND DATED THIS _______ DAY OF __________________________, 20__. 

Signed by the Principal
In the presence of (SEAL)

__________________________
(Principal)

Signed by the Surety
In the presence of (SEAL)

__________________________
(Surety)

BY ____________________________
(Attorney-in-fact)

END SECTION 005612.
SECTION 005620 - FORM OF MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

__________________________________________ as Principal and

__________________________________________ as Surety, are held and

firmly bound unto the Little Egg Harbor Township School District as Owner, in the amount of ONE

HUNDRED PERCENT (100%) OF THE CONTRACT SUM.

($_________________________)

(100% of the Contract)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our

heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal did on

______________________, ______________________, 20____, enter into a Contract for:

Masonry Restoration
Frog Pond Elementary School
305 Frog Pond Road
Little Egg Harbor, NJ 08087

FOR THE

Little Egg Harbor Township School District
307 Frog Pond Road
Little Egg Harbor, NJ 08087

WHICH said Contract is made a part of this Bond as though set forth herein: NOW, if the said Principal

shall remedy without cost to the Owner any defects which may develop during a period of Two (2) years

from the date established in the Final Certificate of Substantial Completion for the work performed under

the said Contract, provided such defects, in the judgment of the Owner are caused by defective or inferior

materials or workmanship.

The said Surety hereby stipulates and agrees that no modification, deletions or additions in or to the terms

of the said Contract or the Drawings or Project Manual therefore shall in any way affect its obligation on

this Bond.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal this

_______ day of ____________________, 20__.

ATTEST:

__________________________________________
MASONRY RESTORATION
FROG POND ELEMENTARY SCHOOL
LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
COMMISSION NO. 16K010

FORM OF MAINTENANCE BOND 005620-2

(Principal)

(Principal) Secretary

(SEAL)

BY: _______________________________ (S)

_____________________________________

_____________________________________

(Address-Zip Code)

(Witness as to Principal)

_____________________________________

_____________________________________

(Address-Zip Code)

ATTEST:

(Surety)

BY: _______________________________ (S)

_____________________________________

_____________________________________

(Address-Zip Code)

(Surety) Secretary

(SEAL)

(Witness as to Surety)

_____________________________________

_____________________________________

(Address-Zip Code)

END OF SECTION 005620
The Contract to be used for this Project will be the *2007 Edition* of AIA Document A101 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, with modifications set forth in Section 006130 – SUPPLEMENT TO THE FORM OF AGREEMENT included herein.

The *2007 Edition* of AIA Document A101 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR is included herein as reference. The actual agreement will include the provisions/modifications as noted in Section 006130 – SUPPLEMENT TO THE FORM OF AGREEMENT also included herein.

END OF SECTION 006110
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year)

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

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

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

The Architect:
(Name, address and other information)

The Owner and Contractor agree as follows.

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

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS
2 THE WORK OF THIS CONTRACT
3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS
10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
("Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.")

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner’s time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (_____) days from the date of commencement, or as follows:
("Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.")
Portion of Work Substantial Completion Date

subject to adjustments of this Contract Time as provided in the Contract Documents.
Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.

ARTICLE 4 CONTRACT SUM
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be ($ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

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<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit</th>
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

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<th>Item</th>
<th>Price</th>
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ARTICLE 5 PAYMENTS
§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

Init. /
by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ( ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™—2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ( ) ;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201—2007.

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

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201—2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 5.10.3 of AIA Document A201—2007.

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

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

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

§ 5.2 FINAL PAYMENT

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

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201—2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:
ARTICLE 6  DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
[ ] Litigation in a court of competent jurisdiction
[ ] Other (Specify)

ARTICLE 7  TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

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

ARTICLE 8  MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

| per annum

§ 8.3 The Owner’s representative:
(Name, address and other information)

§ 8.4 The Contractor’s representative:
(Name, address and other information)
§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9  ENUMERATION OF CONTRACT DOCUMENTS**

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.4 The Specifications:

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

(Table deleted)

§ 9.1.5 The Drawings:

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

(Table deleted)

§ 9.1.6 The Addenda, if any:

<table>
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<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
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</thead>
</table>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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

1. AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

2. Other documents, if any, listed below:

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

**ARTICLE 10  INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

<table>
<thead>
<tr>
<th>Type of insurance or bond</th>
<th>Limit of liability or bond amount ($) 0.00</th>
</tr>
</thead>
</table>

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)
SECTION 006130 – SUPPLEMENT TO THE FORM OF AGREEMENT

STANDARD AIA FORM

Work will be subject to provisions set forth by the American Institute of Architect's Standard AIA Document A101-2007 "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR", 2007 Edition, Articles 1 thru 10 inclusive, which are hereby made a part of this Contract.

MODIFICATION OF AIA FORM A101

The following supplements modify, delete from, and/or add to AIA Form A101-2007 “Standard Form of Agreement Between Owner and Contractor” as indicated by the following articles, paragraphs, etc. as noted below:

1. Following the title of the first page, delete the third paragraph in the right side margin “AIA Document A201-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other General Conditions unless this document is modified.”

2. Articles, or portions thereof, that are not specifically modified, deleted, or superseded hereby, remain in full effect.

3. The Form of Agreement also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, the Project Manual.

ARTICLE 5 –PAYMENTS

5.1.8 Following the text: “Reduction or limitation of retainage, if any, shall be as follows:” insert “None.”

5.2.2 Following the text: “or as follows:” add the following paragraph:

Upon final completion, the presentation of a duly executed voucher, including the training sessions, and the production of the maintenance bond, manufacturer's warranty and release of lien, the District shall prepare and submit to the New Jersey Schools Development Authority, for review and final approval, a Request for Disbursement together with the Final Completion Checklist attached as Exhibit D, which shall contain a certification as to the Total Costs spent on the School Facilities Project. Upon approval, the Authority shall disburse the final amounts remaining under the Grant, the District shall thereupon make final payment to its Contracted Parties, and thereupon, the Authority shall be released from any further responsibility to make any payments in connection with the School Facilities Project.
ARTICLE 8 – MISCELLANEOUS PROVISIONS

8.2   Delete the text of 8.2 and substitute the following: No Interest will be paid by the Owner for sums due and unpaid under the Contract.

8.6   Following the text: “Other Provisions:” add the following:

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.

8.7   Following the text: “Other Provisions:” add the following:

All Contracts between Owner and Contractor shall be assignable to the New Jersey Schools Development Authority by Owner without notice.

Right to Examine, Inspect and Audit the School Facilities Project: The New Jersey Schools Development Authority (the Authority), the Unit of Fiscal Integrity of the Attorney General’s Office (Unit of Fiscal Integrity), the New Jersey Department of Education (DOE), the New Jersey Department of Community Affairs (DCA) and the New Jersey Department of Labor (DOL) and their duly authorized agents may, at their discretion and cost, investigate, audit, examine and inspect the activities, documents, records and accounts (pertaining to the School Facilities Project) of the District and all other parties involved with the School Facilities Project.

END OF SECTION 006130.
AIA® Document A201™ – 2007

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)

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4 ARCHITECT
5 SUBCONTRACTORS
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12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

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.
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User Notes:
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 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 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

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

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

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

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

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

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 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the...
portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 Unless otherwise provided under this Agreement or not reasonably available to the Owner, the Owner shall provide information or services required of the Owner by the Contract Documents in a timely manner. The Owner shall also furnish any other reasonable information in its possession or services under the Owner’s control and relevant to the Contractor’s performance of the Work in a timely manner after receiving the Contractor’s written request for such information or services.

§ 2.2.5 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.

§ 2.3 OWNER’S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or 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.

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR
§ 3.1 GENERAL
§ 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 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 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

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

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

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

§ 3.4 LABOR AND MATERIALS
§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

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

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

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

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

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

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

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

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.
§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect 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 such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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

ARTICLE 4 ARCHITECT
§ 4.1 GENERAL
§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

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

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

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

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

§ 4.2.9 The Architect will conduct inspections to determine the 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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 subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.
§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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

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

§ 6.1.3 The 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

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

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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, and the
Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or
order for a minor change in the Work.

§ 7.2 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 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum,
the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of
those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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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 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
.2 Costs of materials, supplies and equipment, 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 related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.
§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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
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.

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

§ 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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 material 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

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION
§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 9.4.1 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 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 the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

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

§ 9.6 PROGRESS PAYMENTS
§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor’s Application for Payment, or if the Owner does not 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’ written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor’s reasonable costs of shut-down, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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 as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

- liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- failure of the Work to comply with the requirements of the Contract Documents; or
- terms of special warranties required by the Contract Documents.

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

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

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- 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 erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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

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

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

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

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

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

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

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.
§ 10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR’S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

§ 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

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional 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.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent 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, earthquake, 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 and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. The Owner may then effect insurance that will protect the interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Contractor. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, 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 a voluntary deductible amount, the Contractor shall be responsible for payment of the additional costs not covered because of the such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles.

§ 11.3.1.4 If the Owner requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy the Contractor shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by the appropriate Change Order.

§ 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 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.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.
§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor.

§ 11.3.7 Deleted.

§ 11.3.8 A loss insured under the Contractor’s property insurance 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 mortgage clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner’s exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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.

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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner’s expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor’s expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK
§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 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, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor’s correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.
ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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

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

§ 13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

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

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

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.6 INTEREST
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may 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.

§ 13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
.3 Because the Architect has not issued 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE
§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
   .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
   .2 Accept assignment of subcontracts pursuant to Section 5.4; and
   .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Owner, the Contractor 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, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
   .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
   .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE
§ 14.4.1 The Owner, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall
   .1 cease operations as directed by the Owner in the notice;
   .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
   .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 CLAIMS
§ 15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
§ 15.1.2 NOTICE OF CLAIMS
Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 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 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker’s sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner’s expense.

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through 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, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 MEDIATION
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to 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 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. 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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.
SECTION 006230 – SUPPLEMENTARY CONDITIONS

STANDARD AIA FORM:

Work will be subject to provisions set forth by the American Institute of Architect's Standard AIA Document A201 "General Conditions of the Contract for Construction", 2007 Edition, Articles 1 thru 14 inclusive, which are hereby made a part of this Specification.

MODIFICATION OF AIA FORM A201

Modify, supplement and/or add the following articles, paragraphs, etc. as noted below:

ARTICLE 1 – GENERAL PROVISIONS

1.1 BASIC DEFINITIONS add the following:

1.1.1 Delete the text of the paragraph and substitute the following:

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 minor change in the Work issued by the Architect. The Contract Documents include the advertisement or invitation to bid, Instruction to bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposal or the Contractor’s bid or proposal and portions of Addenda relating to bidding requirements.

1.1.2.1 The Owner reserves the right to hire a Construction Manager for the project. In the event the Construction Manager is hired by the Owner, the Owner may substitute the CMA version of the AIA Documents A101 and A201, and the Contractor shall be bound thereby.

1.1.2.2 Assignment of the Work: Neither this Contract nor any part thereof shall be assigned by a Contractor to any person, firm, or corporation, without prior written approval of the Owner to such assignment. This provision shall not preclude the Contractor from subletting parts of the work to Subcontractors in accordance with general practices of the trade. However; All Contracts between Owner and Contractor shall be assignable to the New Jersey Schools Development Authority by Owner without notice.

1.1.6.1 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS add the following:
1.2.1.1 In the event of any conflict among or within the Drawings, Specifications, or Schedules, the provisions specifying a better quality or greater quantity of work or materials or comply with more stringent requirements shall take precedence and shall be the provision used in estimating bids and performing the contract, unless otherwise directed in writing by the Architect. The Architect shall determine which of the conflicting items represents the work of better quality or greater quantity or more stringent requirements.

1.2.1.2 During the course of the Work, should any ambiguities or discrepancies be found in the Drawings, Specifications, or Schedules to which the Contractor has failed to call attention before submitting his bid, then the Architect will interpret the intent of the Drawings, Specifications or Schedules and the Contractor hereby agrees to abide by the Architect’s interpretation and to carry out the work in accordance with the decision of the Architect.

ARTICLE 2 - OWNER

2.1 GENERAL add the following:

2.1.1 Delete the text of the paragraph and substitute the following:

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 the following authority as delegated by the Owner. The term "Owner" means the Owner or the Owner’s authorized representative:

2.1.1.1 The Owner’s Representative shall have the same access to the Work provided to the Architect. He shall be consulted by the Contractor’s Superintendent on all matters pertaining to the Work and shall transmit all instructions of the Architect regarding the Work to the Contractor’s Superintendent.

2.1.1.2 The Owner’s Representative will, in addition to inspection by others required elsewhere in the Contract Documents, inspect all Work under this Contract. While he will assist the Contractor’s Superintendent in obtaining additional information in explanation of the Contract Documents and will serve as liaison between the Contractor’s Superintendent and the Architect, he is not empowered to authorize deviations from the Contract nor to enter into the Contractor’s area of responsibility for supervision and construction means, methods, techniques, sequences, procedures or coordination or for safety of persons and property. The fact that he may have permitted faulty Work or Work not in accordance with the Contract Documents to be performed shall not relieve the Contractor from any responsibility to perform fully in accordance with the Contract.

2.1.2 Delete the text of the paragraph and substitute the following:

The Owner shall furnish to the Contractor within a reasonable time 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.
2.1.2.1 **Prohibited Interests:** No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the Project shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall be directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

2.1.2.2 Owner’s authorized representative is to mean: Vickie Tomasco

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

2.2.1 Delete the text of paragraph 2.2.1.

2.2.5 Delete the text of paragraph 2.2.5 and substitute the following:

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor electronic documents for the purpose of making reproductions pursuant to Section 1.5.2.

2.4 **OWNER’S RIGHT TO CARRY OUT THE WORK**

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure included but not limited to reasonable attorneys fees.

2.4.2 If, in the opinion of the Architect, work to be corrected by the Owner is judged to be critical or time critical, the Architect, will inform the Owner and Contractor of the crucial nature of the work. Upon notification, the seven day periods noted in Article 2.4.1 will each be reduced to three days.

2.5 **INSPECTION, CONDEMNATION AND REJECTION OF WORK AND MATERIALS (new section)**

2.5.1 Pursuant to N.J.S.A. 18A:18A-44, the Owner reserves the right to inspect all goods and services provided or performed on the Project and condemn any goods or services which in its judgment do not conform to the specifications of the contract therefore.
ARTICLE 3 - CONTRACTOR

3.1 GENERAL add the following:

3.1.1.1 Whenever the term "Contractor" is used in these Documents, it shall mean the Contractor with whom a Contract had been entered into for any of the various Contracts, unless noted otherwise.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR add the following:

3.2.1 Delete the text of the paragraph and substitute the following:

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, has submitted any discrepancy to the Architect prior thereto and correlated personal observations with requirements of the Contract Documents. Prior to the execution of the Agreement, the contractor and each subcontractor evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in Paragraph 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the work. The Owner shall not be required to make any adjustments in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any subcontractor to have complied with the requirements of this subparagraph 3.2.1.

3.2.2 Delete the text of the paragraph and substitute the following:

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. 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.

3.2.2.1 Where compliance with 2 or more industry standards or sets of requirements is indicated on drawings or 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. Information not shown on the drawings but included in the
specifications, and vice versa, is included and required in the base bid Contract and shall be furnished and installed by the Contractor at no additional cost.

3.2.2 The general character of the detail work is indicated on drawings and in specifications. The term “similar” shall be used on the drawings 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 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. When a 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. In case of differences between small and large scale drawings, the larger scale drawings shall take precedence. Any discrepancies shall be referred to the Architect for adjustment before any work affected thereby has been performed.

3.2.3 Since the Contractor, as Bidder, was afforded the opportunity to visit the Project Site, Contractor shall be held responsible for cognizance and knowledge of existing features and conditions ascertainable by such site visit, and costs of the Work associated therewith.

3.2.4 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. 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 "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. At the end of the ten (10) day period, Interpretations of this procedure shall be made by the Architect and its decision will be final.

3.2.4 Delete the text of the paragraph and substitute the following:

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or should have reasonably recognized such error, inconsistency, omission or difference and failed to report it to the Architect. The Contractor shall be liable to the Owner and/or Architect for any and all damage resulting
from any error, inconsistency, omission or difference which he knew or reasonably should have known but failed to report to the Architect. If the Contractor performs any work when he knows or should have known that it involves any error, inconsistency, omission or difference, without notice to the Architect and the Owner, the Contractor shall assume full responsibility for such work and shall bear an appropriate amount of the attributable costs for correction.

3.2.5 The Contractor shall forward to the Architect a written request for supplementary drawings and data needed by him to carry on his work. Such request shall be timed so as to enable the Architect to properly act well in advance of need at the site.

3.2.6 If 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.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES add the following:

3.3.1.1 At the preconstruction meeting, Contractors shall identify those individuals who shall supervise and direct the Work including both office and field supervisors. The on-site supervisor shall be present at all times that the Contractor’s forces are present to perform work, shall attend all progress meetings, shall attend all coordination and scheduling meetings and such other meetings as may be reasonably requested and scheduled by the Architect. Upon the Architect’s request, where there is a concern as to the progress of quality of the Contractor’s work, the Contractor shall cause the President or other similarly authorized representative of the Contractor with the power to make decisions of financial consequence to the Contractor, to attend meetings scheduled by the Architect.

3.3.1.2 The attendance at all meetings set forth above by a qualified representative of the Contractor is mandatory. Any Contractor who is not represented at these meetings without previously being excused by the Architect, or who is not present at the appointed starting time of the meeting, will be assessed a late fee in the amount of $250.00 per occurrence. The amount of this fee will be deducted from the Contractor’s account through the issuance of a Change Order.

3.3.2.1 All personnel or agents of the Contractor shall observe all rules and regulations in effect at the Owner’s premises. Employees, agents and Subcontractors of the Contractor, while on the Owner’s property, shall be subject to the control of the Owner, but under no circumstances shall such persons be deemed to be employees or agents of the Owner. The Contractor’s personnel are required on a daily basis to report and sign in, at a location to be determined by the Owner, each time they report for service and sign out when leaving the premises. Nothing herein shall limit the Contractor’s duty to provide onsite safety and to secure the site.

3.3.2.2 Contractor’s personnel and agents are not to engage in any activities with the building occupants, owner’s personnel or agents of the Owner unless duly authorized to do so in a prior writing by the Owner’s authorized representative. All contractor’s personnel and
agents are required to wear identification badges identifying the individual and the firm for which they are employed. The Contractor shall assume full responsibility for the actions of all personnel and agents in its employ. The Contractor shall maintain proper supervision of the work in progress at all times.

3.3.2.3 Contractor is required to provide background checks with fingerprinting performed within the last six (6) months on all personnel who will be working on site on the project, for Owners review and acceptance. The Contractor is responsible to pay all costs associated with this process. Background and Fingerprint checks can be provided through Sagem Morpho, Inc. (877) 503-5981, or other agency acceptable to the Owner. The Contractor shall not assign any employee to work at this project site who has a record or conviction for any offenses of the first or second degree, and those enumerated in N.J.S.A. 18A:6-7.1.

3.3.2.4 All personnel and agents used by the Contractor for the performance of its work shall be properly trained and qualified for the type of work being performed and shall have the minimum ability and experience for its classification. The Owner reserves the right to reasonably refuse to accept services from any personnel. The Contractor shall provide evidence of qualifications for any personnel performing work under its contract upon request.

3.3.2.5 The Owner (and/or the Owner’s Representatives) reserves the right to direct the removal from the site of any person, equipment and or entity which displays inappropriate behavior, including but not limited to, smoking, alcohol consumption, drugs, fighting, intimidating behavior, vandalism, theft, improper storage, improper or illegal acts, unfit persons etc.

3.3.2.6 Owner has the sole right to modify any and all security requirements at the Project Site.

3.3.4 The Contractor shall locate benchmarks and establish primary lines, level and plumb. The Contractor shall be responsible for layout, and elevations specifically relating to its work. It will verify all dimensions, elevations, levels, and plumb shown on the Drawings, and report any discrepancies or inconsistencies in the above in writing to the Architect before commencing work. The Contractor shall carefully protect benchmarks, from displacement or removal.

3.4 LABOR AND MATERIALS add the following:

3.4.4 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.

3.4.5 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.

3.4.6 All workmanship, equipment, materials, and articles incorporated in the work are to be of the best grade of their respective kinds for the purpose. Where equipment, materials or
articles are referred to in the Specification as "equal to" any particular standard, the Architect shall decide the question of equality. Contractor shall immediately furnish to the Architect for its approval the name of the Manufacturer of material, machinery, mechanical and other equipment which he contemplates installing, together with their respective performance capacities and other pertinent information to avoid delays. When required, Contractor shall furnish, for the Architect's approval, full information concerning materials, or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when and as directed. Material, machinery, equipment, and articles installed or used without such written approval shall be at the risk of subsequent rejection.

3.4.7 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.

3.4.8 If the Architect deems it inexpedient to correct defective work not otherwise performed or completed in strict accordance with the Contract Documents, the difference in value between such work and that of the work, materials and conditions as specified, together with a fair allowance for damage shall be deducted from the Contract price.

3.4.9 Should Contractor wish to substitute a specified item, Contractor will submit a complete Matrix Form as provided in Section 009000 – PROJECT FORMS prior to the Architect/Engineer's consideration of a substitution.

3.4.10 Materials and equipment stored on the site shall not be placed directly on the ground and shall be completely covered and suitably protected to the Architect’s and Owner’s satisfaction.

3.4.11 Only manufactured products of the United States, wherever available, shall be used on the Project.

3.4.12 No later than seven (7) days from the date of this Agreement, the Contractor shall provide a list showing the name(s) of the manufacturer(s) proposed to be used for the Project. 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 is not available, the Architect may state that action will be deferred until the Contractor provides further data. The Owner’s or Architect’s failure to reply within fourteen (14) days shall constitute acceptance of the proposal. 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 conform to such requirements.

3.4.13 Any request by the Contractor which is made after the completion of bidding, to substitute any labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, or other facilities or services which is contrary to the provisions of the Drawings, Specifications, or Schedules, shall be reviewed and approved or rejected by the Architect. The Contractor shall be solely responsible for any delay caused by the request, and for the costs and expenses of the Architect’s review of the
request. The Architect shall be entitled to reject the request for any reason, including the Architect’s or the Owner’s subjective determination of the relative quality, compatibility or desirability of the substitution.

3.5 WARRANTY Delete the text of the paragraph and substitute the following:

3.5.1 In addition to the warranties set forth in the contract documents, the Contractor warrants that:

3.5.2 All materials and equipment furnished under this contract shall be of good quality and new unless otherwise authorized by the Owner. Any applicable manufacturer’s warranties shall be transferred to the Owner.

3.5.3 Title to all work, materials and equipment will pass to the Owner free and clear of all liens, claims, security interests or encumbrances.

3.5.4 The Work will be free from defects not inherent in the quality of the Work in the Contract Documents required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. A one (1) year guarantee of the materials, equipment and work shall commence from the date established by the Owner as of the date of substantial completion for the entire project. This will apply to all materials and equipment (including but not limited to HVAC equipment) that the Owner may begin to use prior to the established date of substantial completion.

3.5.5 During the eleventh month after the date of substantial completion of the work, the Owner, Architect, and the Contractor shall review the work to confirm the requirements of the Contract have been satisfied. Any corrective work necessary will be addressed at that time, prior to expiration of the warranty. The requirement will not modify any of the Contractor’s obligations relative to warranties that are in effect for a period greater than one year.

3.5.6 If within one (1) year of the established date of substantial completion, any portion of the materials, equipment and work is found to be defective or not in accordance with the contract documents, the Contractor shall correct the problem at his own cost and expense. The payment of the contract sum shall not constitute an acceptance of the work not performed in conformance with the contract documents.

3.5.7 Any applicable warranties shall be transferred to the Owner by the Contractor at no additional cost or expense to the Owner.

3.6 TAXES add the following:
3.6.1 The Owner is exempt under the provisions of the New Jersey Sales and Use tax Act. Bidders are expected to comply with the provisions of the Act and rules and regulations promulgated pursuant thereto to qualify for exemptions with reference to any and all labor, service and materials supplied to or furnished in connection with the work to be performed. New Jersey State Sales and Use Tax on labor, service and materials provided by the Contractor, its Subcontractors and suppliers used in this Project shall not be included in its Bid.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS add the following:

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, without markup or other contractor fee.

3.7.1.1 The General Contractor will be responsible to take out and pay for any Bonds and insurance certificates required by the local Building Official, the County, the Municipality and all governmental authorities with jurisdiction over this project. Each Prime Contractor shall be responsible for filling out permits for its work under contract.

3.7.1.2 The code reviews and costs associated with code reviews have been paid to the New Jersey Department of Community Affairs and approved sets will be provided to the Contractor to file with the Local Officials and fill out permit information. Permits will be issued based upon the previously reviewed and approved drawings.

3.7.3.1 The Contractor is responsible for the scheduling and coordination of any inspections covered by local Code enforcement officials or agencies. The Architect is to be notified of all scheduled inspections when they are ordered. The Contractor must further ensure that the work to be inspected is properly completed and ready for inspection and that all equipment necessary to conduct the inspection (i.e. gauges, meters, etc.) is in place and in proper working order.

3.7.3.2 The Contractor shall be solely responsible for the coordination and scheduling of the Utility Company. The Contractor must plan to allow a minimum of 60 days notice when the Utility Company is to furnish new poles or equipment. In the event the Owner is required to enter into a formal agreement with the Utility Company, the Contractor agrees to be bound by the terms thereof and to assume full responsibility for all requirements and obligations imposed upon the Owner by the Utility Company, including but not limited to any indemnification provisions.

3.7.4 Concealed or Unknown Conditions: add the following

In condition (1) add the words “elevational, dimensional” before the words at the beginning of the sentence.

3.7.4.1 No adjustment in Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the
Contractor’s (i) prior inspections, tests, reviews, and pre-construction services for the Project, or (ii) inspections, tests, reviews, and pre-construction services that the Contractor had the opportunity to make or should have performed in connection with the Project.

3.9 SUPERINTENDENT add the following:

3.9.1.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site at all times when the Contractor is performing work. The superintendent shall have a minimum of 15 years experience in construction. The Contractor’s superintendent shall perform only supervisory work and shall not be an active tradesman or be assigned to do manual work on the Project. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications which the Contractor intends to rely upon shall be confirmed in writing.

3.9.1.2 When the project involves multiple project sites the Contractor is to assign a separate superintendent to each site who will be responsible for that particular site only.

3.9.1.3 The number of necessary assistants to the superintendent shall be such that work in progress shall be adequately supervised by each Contractor’s superintendent or one of his assistants. If, in the Architect’s opinion, the quality or progress of work is adversely affected by lack of adequate supervision, the Contractor shall increase the number of supervisory personnel at no increase to the Contract sum.

3.9.1.4 The Contractor shall submit the name and qualifications of the Superintendent to the Owner for its approval. The Owner may conduct an interview of the Superintendent. However, the Superintendent shall not be changed without the prior written approval of the Owner.

3.9.4 The Superintendent shall not be removed from the work until all corrective and punch list items are completed to the Owner’s satisfaction.

3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES add the following:

3.10.1.1 Each Prime Contractor shall, within fourteen (14) calendar days after issuance of a Notice to Proceed, submit a draft Construction Schedule detailing logic, tasks and durations along with a detailed submittal schedule to the Architect and Owner, for the Architect’s and Owner's information prepared in accordance with Section 013200 Construction Progress Documentation or approved equal along with a coordinated, detailed submittal schedule in accordance with Article 3.12.12, for work of the entire Project.

3.10.1.2 Seven (7) calendar days after the Architect and Owner receive the Contractor’s coordinated, detailed draft Construction Schedule, the President of the Company or Corporation shall meet to review, and sign off on the coordinated detailed Contractor’s Construction Schedule in the presence of the Architect and Owner’s designee. Failure of the Contractor to sign off on the Contractor’s Construction Schedule shall result in the assessment of liquidated damages as outlined in article 8.4. The schedule shall not exceed time limits current under the Contract Documents for substantial completion of
any phases and that of the entire Project. The Contractor’s Construction Schedule shall be updated by the Contractor to reflect the status of its work in relation to the Contractor’s Construction Schedule, and any recommended changes in the sequencing and scheduling. The Contractor’s Construction Schedule shall be updated at least every 30 calendar days or updated as often as deemed necessary by the Architect. Upon 4 working days of such request by the Architect, the Contractor shall submit a revised draft Construction Schedule update to the Architect. The updated Contractor’s 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, agree upon, and sign-off on any approved and agreed upon changes to the updated Contractor’s Construction Schedule. Failure by Contractor to correct the scheduled update in the time required shall result in a reduction in the Contractor’s Contract Amount of FIVE HUNDRED ($500.00) per each occurrence as liquidated damages. In addition, payment to the Contractor may result in the withholding of payments to the Contractor, and in the liability of the Contractor for liquidated damages for the failure of the Project to be completed within the designated time. Any acceleration of the Contractor’s Construction Schedule shall be agreed upon and approved by the Architect and Owner’s designee.

3.10.1.2 In the absence of a signed change order approving an extension of time, the Contractor Construction Schedule updates must show substantial completion date consistent with the date required in paragraph 8.1.5 of these Supplementary Conditions. Changes in logistics 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 logistics, 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, which shall be agreed upon and approved by the Architect and Owner’s designee.

3.10.1.3 When the schedule is complete and in compliance with 3.10.1.2, the schedule will become part of the construction documents, and shall be altered only in accordance with duly authorized change orders for extension of time in accordance with Article 8.3.

3.10.1.4 All work that may, as determined by the owner and/or Architect, be disruptive or interfere with sanitary conditions, plumbing, mechanical, electrical or the safety or activities of the building’s occupants and/or may include noisy work, shall be performed after business hours, on weekends, and/or holidays so as not to interfere with scheduled activities and public safety, at no additional cost to the owner. In the event the Contractor does not meet the substantial completion date, the Contractor shall be responsible for fully cleaning all areas utilized by the owner’s operations and where work is being performed at the end of each Contractors work session, to the owner’s satisfaction so the area can be used for scheduled activities the following day. In the event the areas are not cleaned to the owner’s satisfaction, the owner will clean the said areas as deemed necessary prior to the next regularly scheduled opening of operations for the next business day and deduct all associated costs of cleaning from the contract amount.

3.10.2 Delete this paragraph and replace with the following:
The Contractor shall deliver written evidence to the Architect that materials and equipment necessary for the timely installation and completion of the Work will be available, provided that failure to deliver such written evidence shall not excuse Contractor’s obligation to timely furnish and install materials and equipment and to complete the Work.

3.10.3 Delete this paragraph and replace with the following:

The Contractor shall cooperate with the Owner in providing schedules updates and notification notices which may impact the Owner’s operations. The Contractor will coordinate with the Owner to provide school bus companies, trash hauling companies, and others with the proposed construction schedules, anticipated detours and duration.

3.10.4 The Contractor shall work his forces overtime, at his expense, if required to maintain the Progress Schedule established.

3.10.5 The Contractor shall make proper assignments of employees in order to preclude labor, jurisdiction or like dispute and if such disputes arise, to do all things necessary to effect a prompt settlement thereof including reference of such disputes to labor representatives or other established construction industry agencies for resolution, and be bound by their decisions.

3.10.6 The Contractor shall, within 24 hours after rejection of Work pursuant to Subparagraph 4.2.6 of the General Conditions, remove all materials and equipment so rejected and immediately replace said Work, at his cost, to the satisfaction of the Architect. Should the Work of the Owner or other contractors be damaged by such removal or replacement, the Contractor shall reimburse the Owner and other contractors and subcontractors for all costs incurred by them for correcting said damage.

3.10.7 The Contractor shall perform the work in accordance with the most recent schedule submitted to the Architect. In the event the Contractor fails to perform work in accordance with the schedule, at the Architect’s request, the Contractor shall provide a recovery schedule, reflecting the Contractor’s commitment to complete the work in accordance with the contract documents, including but not limited to double shifts, overtime, evening, and weekend work, at the Contractor’s expense. Nothing contained herein shall be construed so as to prevent the Owner from resorting to its contractual remedies, including but not limited to liquidated damages, withholding of certification of payment, and termination due to Contractor’s failure to perform work in accordance with the schedule.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES add the following:

3.12.5 Delete this paragraph and replace with the following:

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 or otherwise required by the Owner or Architect 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. The following submittal scheduled will be mandatory; time is from the date of the notice to proceed, in consecutive calendar days: All contracts and trades - thirty (30) days.

3.12.7.1 Submittals that require coordination with other products, installation of other products, or owner operations, etc. shall be submitted together as a coordinated package or they will not be reviewed by the Architect. Coordination of all items is the responsibility of the Contractor. Contractor will replace non-compatible components to the Architect’s satisfaction at no additional cost.

3.12.8.1 Work performed contrary to the procedures set forth in this Article 3.12 shall be at the risk and expense of the Contractor. All shop drawings used for fabrication and erection shall be those reviewed by the Architect, without change. If change is found to be necessary on any reviewed shop drawing, product data or sample, it shall be resubmitted for further review.

3.12.10 Delete this paragraph and replace with the following:

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall bear full responsibility for any and all costs incurred by the Owner, including architectural fees and reasonable attorneys’ fees in connection with any and all deviations to the Contractor’s submittals which were not approved by the Architect.
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 the time designated form the Notice to Proceed as indicated in article 3.10.1), Submittal Matrix (for substitute products and materials and included in Section 009000 Project Forms), Manufacturer’s published literature, shop drawings, samples, design and other data. Each submittal is required to be accompanied by a fully completed submittal cover sheet, Section 009000 – Project Forms, Form 009310 – Submittal Cover Sheet, included in the Project Manual.

3.12.12 Submittal Schedules shall be prepared and incorporated into the Contractor’s Construction Schedule as indicated in Article 3.10.1 and Section 013300 – Submittal Procedures. 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 Architect and its Engineer to review the submittal.
   (f) Time for the Architect and its Engineer or the Owner’s consultants to review the submittal.
   (g) Number of Prime Contractors and Subcontractors affected by the information contained in the submittal.
   (h) Time necessary to correct and resubmit if original submittal is not approved.
   (i) 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.
   (j) Grouping of related submittals for coordination.
   (k) All color samples for finish work shall be submitted within fourteen (14) calendar days after issuance of a Notice to Proceed for review, coordination, and approval by the Architect.

3.12.13 Submittals shall indicate materials, dimensions, seismic bracing in accordance with IBC International Building Code 2009, New Jersey Edition for Architectural, Mechanical and Electrical Component Seismic Design Requirements, 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 shall indicate compliance with seismic design requirements in accordance with IBC International Building Code 2009, New Jersey Edition for Architectural, Mechanical and Electrical Component Seismic Design Requirements. Provide seismic calculations signed and sealed by a Professional Engineer licensed in the state where the Project is located as required.
3.12.15 Submittals of Shop Drawings and other data, where possible, shall be submitted electronically in PDF Format.

3.12.16 Material Safety Data Sheets (MSDS): Submit Material Safety Data Sheets directly to the Owner; do not submit to the Architect/Engineer unless otherwise indicated. Architect/Engineer will not review submittals that include MSDS and will return entire submittal for resubmission.

3.12.17 In accordance with N.J.S.A. 18A:18A-20, “American goods and products to be used where possible”, only manufactured and farm products of the United States, wherever available, shall be used in this project.

3.12.18 Submittals shall contain a Contractor’s stamp of approval, signed and dated by the submitting Contractor, prior to submission 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 Architect, all deviations to the Contract Documents. Submittals will not be reviewed by the Architect/Engineer unless they contain such a stamp containing the words “Reviewed and Approved” accompanied by the Contractor’s signature and date.

3.12.19 Architect's review is for general conformance with the Design Concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with all requirements of the Project Manual, Drawings, and Addenda. No departures there from, are to be considered as authorizing extra work or relieving the Contractor of work required within the contract. The Contractor remains responsible for materials, dimensions, details and accuracy for confirming and correlating all quantities and dimensions, and warranty/guarantee requirements and other conditions of the contract, etc. for selecting fabrication process and techniques of assembly, for performing this work in a safe and satisfactory manner, and of coordinating this work with that of all other trades.

3.12.20 When brand, make, quality, etc., is not specified definitely, Contractor shall submit written documentation to the Architect for the particular kind of brand which he desires to use, altering or substituting others if not satisfactory.

3.12.21 If a substitution submittal differs from the design intent of the Contract documents, and all associated modifications to the design intent are not identified and included with the submission, all consequential additional costs associated with the substitution including, but not limited to, modifications to existing and new construction, building structure, plumbing, HVAC, electrical systems and all other modifications to not yet constructed work shall be borne by the contractor responsible for the submittal.

3.12.22 Consequential Substitution Impact Fees: If the Contractor makes, or causes to be made, due to impact from approval of substitutions of other than specified equipment and components, any substantial change in the form, type, system, and details of construction from those indicated in the Contract Documents, the Contractor shall be responsible for
payment of all impact costs arising from such changes. Impact costs include, but are not limited to, any additional costs to the Owner inclusive of Architectural, Engineering, and Attorney fees, Code Review and Permit fees as well as all documented impact costs borne by other Contractors resulting from such substitutions. Impact cost shall also include associated re-design, demolition and re-construction work, additional new construction work as may be required, and compliance with and maintenance of existing warranties, etc.

3.13 USE OF SITE add the following:

3.13.1 Add 3.13.1 prior to first paragraph.

3.13.2 Contractors shall use the site in a manner that will cause minimum interference and maximum safety to the occupants of the building and the general public. Contractor must have prior approval of the Architect and Owner for locations of stored materials, access trailer locations, etc.

3.13.3 Contractors may work weekdays, evenings, nights, weekends, and holidays. It is the Contractor’s responsibility to ensure that his work is performed at times permitted by local ordinances and within such noise levels as may be mandated by the Township. The Contractor shall assume full responsibility for any violations committed in whole or in part by the Contractor or its subcontractors which may be charged to or assessed against the Owner and shall indemnify and hold harmless the Owner for any and all fines, costs and expenses of any kind, including reasonable attorneys fees, which may be charged to, assessed against, or incurred by the Owner in connection with such violations.

3.13.4 In addition to site utilization limitations and requirements shown on Drawings and indicated by the Contract Documents, the Contractor shall administer allocation of available space within Construction area so as to produce best overall efficiency in performance of total work of Project. The Contractor shall schedule deliveries so as to minimize time and space requirements for storage of materials and equipment on site.

3.15 CLEANING UP add the following:

3.15.1.1 The Contractor shall clean and provide maintenance on completed construction included in their scope of work, after installation, as frequently as necessary through the remainder of the construction period.

3.15.1.2 The Contractor shall supervise its construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. The term "clean" shall include the removal of debris from the work area to dumpsters furnished by the General Contractor.

3.15.2 Delete this paragraph and replace with the following:

The Contractor will be given 24 hours notice to clean up as directed by the Architect and required by the contract if he does not comply the Architect will arrange for other means to achieve the daily clean up and the contractor will be back charged.
3.15.3 The Contractor, with whom the Owner has a direct Contract, shall be held responsible for removal of all their debris and excess material. The Contractor shall maintain the Project construction area, streets, sidewalks and adjacent property clean, free of debris, dirt, unusable materials, garbage, etc. at all times until the Project is accepted by the Owner.

3.15.4 At no time will the Contractor be permitted to work in any manner above occupied areas.

3.18 INDEMNIFICATION add the following:

3.18.1 Delete this paragraph and replace with the following:

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the State of New Jersey, the New Jersey Department of Education, the New Jersey Schools Development Authority, the New Jersey Economic Development Authority, and 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 directly or indirectly from performance of the Work, including but not limited to:

(1) the acts or omissions of the Contractor, its agents, servants, officers, employees, subcontractors, subconsultants or any other person working at the Contractor’s request, subject to its direction, or on its behalf;

(2) the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from performance of the work or delivery of deliverables by the Contractor, its agents, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Contractor’s request, subject to its direction, or on its behalf;

(3) any negligence, default, breach, or errors or omissions of the Contractor, its agents, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Contractor’s request, subject to its direction, or on its behalf;

(4) violation or non-compliance with federal, state, local, municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act, OSHA, Environmental Protection Act) arising from the performance or non-performance of; or arising out of conditions created or caused to be created by, the Contractor, its agent, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Contractor’s request, subject to its direction, or on its behalf; and

(5) the use of copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the 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), or willful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable,
including 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 which would otherwise exist as to a party or person described in this Section 3.18.

3.18.2.1 The Contractor’s indemnification obligation is not limited by, but is in addition to the insurance obligations contained in the contractual documents.

3.18.5 The Contractor agrees that any approval by the Owner of the work performed, and/or reports, plans, or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor under the contractual documents; and that the Owner assumes no obligations to indemnify or save harmless the Contractor, its agents, servants, officers, employees, subcontractors, subconsultant, against all claims that may arise out of its performance or nonperformance under the contractual documents; and that the provisions of this indemnification clause shall in no way limit the Contractor’s obligations under the contractual documents, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the contractual documents or otherwise at law or equity.

3.18.6 The provision of this section shall survive the termination of the contractual documents.

3.19 REDESIGN (new article).

3.19.1 If the Contractor makes, or causes to be made, due to approval of substitute equipment or otherwise, any substantial change in the form, type, system and details of construction from those shown on the Drawings including, submission of approved shop drawings where changes to the original design were not brought to the Architect’s attention in writing at the time of submission, it shall pay for all costs arising from such changes. The Contractor shall pay all Architectural and Engineering fees required to check the adequacy of such changes. Any changes or departures from the construction and details shown shall be made only after written approval from the Architect.

ARTICLE 4 – ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT Add the following:

4.2.1 The Contractor is required to have a representative available at all times to answer the telephone between the hours of 8:00 A.M. and 5:00 P.M. If business phones cannot be answered in person during these hours, the President of the Company or Corporation shall provide the Architect with its home phone number and cellular phone number. Failure of the Contractor to comply with this requirement will be cause for rejection of the Contractor’s Application and Certificate for Payment.

4.2.2 Any correspondence (mail, delivery service, facsimile, e-mail, etc.) received after 4:00 PM prevailing time (the end of the business day) will be recognized as being received on the beginning of the next business day, Saturdays, Sundays, or holidays excepted and correspondence received on Saturdays, Sundays, and holidays will be recognized as received on the beginning of the next business day.
4.2.7.1 Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to Manufacturers' or Vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard, and any material article, or equipment of other manufacturers and vendors which will perform adequately equal to or better than, the duties imposed by the general design, will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect of equal or better substance and function. The material, article or equipment so proposed shall not be purchased or installed by the Contractor without the Architect's written approval.

4.2.7.2 No brand, make, kind or quality of materials shall be used until it has been submitted along with a submittal matrix to and approved by the Architect, whose decision shall be final and binding on all parties. When requested, such submission shall be before the signing of the Contract. A sample copy of the Submittal Matrix is attached at the end of this section. A blank copy for Contractor's use is included in Section 009000 – PROJECT FORMS for Contractor’s use.

4.2.7.3 The acceptance of any material or method shall be understood as an acceptance only insofar as conforming to Specification requirements, and not as an absolute acceptance without respect to the requirements of the Specifications.

4.2.7.4 The typical time frame is three weeks for the Architect to review, and four weeks for the Architect and Engineer to review when an Engineer is also involved in the review.

4.2.10 Delete this paragraph and replace with the following:

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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in the Agreement between the Owner and Architect.

4.2.11 Delete this paragraph and replace with the following:

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 limit agreed upon or otherwise with reasonable promptness, but in no event more than fifteen (15) days after receipt of the request by the Architect.

4.2.14.1 All requests for information shall be submitted by the Contractor and shall only be submitted on the Request for Information form provided by the Architect. The Contractor shall clearly and concisely set forth the issue for which the clarification or interpretation is sought and why a response is needed from the Architect. In the Request for Interpretation, the contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.

4.2.14.2 The Owner and Architect acknowledge that this is a complex project. Based upon the Architect’s past experience with projects of similar complexity, the Owner anticipates that there will probably be numerous Requests for Information on this project.
4.2.14.3 The Contractor shall bear all costs associated with the Request for Information including but not limited to architectural fees 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 prior Project correspondence or documentation.

4.2.14.4 The Architect will review all Requests for Information to determine whether they are Requests for Information with the meaning of this term. If the Architect determines that the document is not a Request for Information, it will be returned to the Contractor, unreviewed as to content, for resubmittal on the proper form and in the proper manner.

4.2.14.5 Responses to Requests for Information shall be issued within five (5) working days of receipt of the request from the Contractor unless the Architect determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Owner, the Architect will within five (5) working days of the receipt of the request, notify the Contractor of the anticipated response time. The Contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the Request for Information provided that the Architect responds within reasonable promptness.

4.2.14.6 Responses from the Architect will not change any requirement in the Contract Documents. In the event the Contractor believes that a response to a Request for Information will cause a change to the requirements of the Contract Documents, the Contractor shall immediately give written notice to the Owner stating that the Contractor considers the response to be a Change Order. Failure to give such written notice immediately shall waive the contractor’s right to seek additional time or cost under these General Conditions.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK add the following:

5.2.1 Delete this paragraph and replace with the following:

Within twenty (20) days after the Notice to Proceed, the Contractor shall furnish to the Architect in writing, for review by the Owner and the Architect, a list of the names of all subcontractors, sub-subcontractors, fabricators, manufacturers, sources of supply, articles, devices, fixtures, pieces of equipment, materials and processes proposed for each item of work on List of Subcontractors, AIA Document G805. The Architect will promptly notify the Contractor, in writing, if either the Owner or the Architect, after due investigation, has any objection to any names on such list. Failure of the Owner or Architect to make objection promptly to any name on the list shall constitute acceptance of such name. In no event shall the Contractor substitute a subcontractor who is named by the Contractor in the bid documents. A Business Registration Certificate and a Public Works Contractor Registration Act Certificate must be furnished for each subcontractor as required by applicable law.
5.2.2.1 In submitting the names of subcontractors, the Contractor shall list 1) the extent of limitations of the trades or work included by specifications paragraph number, 2) the name and address of the subcontractor; 3) the name and address of all sub-subcontractors for each significant subdivision of the trade or work, and if required by the Architect, 4) reference in the form of a list of at least three (3) jobs similar in size and quality to this Project performed in the last five (5) years, with name and location of work, dollar value and names of the Owner and Architect.

5.2.2.2 In submitting sources in supply of materials, articles and pieces of equipment including those under subcontracts and sub-subcontracts, the Contractor shall list 1) the extent or limitations of the trades or work included by Specifications, paragraph number 2) the name and address of the source of supply 3) the name of the manufacturer of the items.

5.2.3 Delete this paragraph and replace with the following:

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

5.2.4 Delete this paragraph and replace with the following:

The Contractor shall not substitute a Subcontractor, person or entity previously selected without the consent of the Owner.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS delete the following:

5.4.2 Delete this paragraph in its entirety.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND AWARD SEPARATE CONTRACTS add the following:

6.1.1 Delete the last sentence of this paragraph.

6.1.4 Delete this paragraph and replace with the following:

Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12, provisions relating to Construction Schedules, and Supplemental Project Requirements relating to coordination and cooperation among Prime Contractors.

6.1.4.1 The Contractor shall coordinate all phases of the Work with the Architect and the Owner’s representatives.

6.2 MUTUAL RESPONSIBILITY add the following:
6.2.3 Delete this paragraph and replace with the following:

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 of the contracts, or any other cause or reason within the Contractor’s contract.

6.2.4 Delete this paragraph and replace with the following:

The Contractor shall promptly remedy damage the Contractor or any of the Contractor’s Subcontractors wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

6.2.4.1 Should a Contractor cause damage to the work or property of any other Contractor or Vendor on the project, the Contractor shall, upon due notice, promptly settle with such other Contractor or Vendor by agreement or otherwise resolve the dispute. If such other Contractor or Vendor sues or institutes arbitration proceedings against the Owner on account of any damage alleged to have been sustained, the Contractor shall indemnify and hold harmless the Owner and defend such proceeding at its own expense, and if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for any Architect’s, Engineer’s, and Attorney's fees and Court costs which the Owner has incurred.

6.2.6 The Contractor shall be responsible for proceeding with work in a manner that will not void any and all guarantees and warranties held by the Owner on the existing systems and facility. Contractors shall include in their Bid sufficient cost to hire a representative of the Manufacturer or Contractor covering a warranty or guaranty on existing materials to advise on, and oversee work being done that affects the warranties and guaranties so as not to void existing warranties and/or guaranties. Contractor shall comply with the Manufacturer's/Contractor’s representative’s requirements to maintain guaranties and warranties intact.

6.3 OWNER’S RIGHT TO CLEAN UP add the following:

6.3.1 Add 6.3.1 to the first paragraph.

6.3.2 This obligation shall apply to clean-ups required not only during the course of construction, but also as of completion of work. In the event that the Owner is required to incur extra costs, by way of overtime charges or otherwise in the execution of its rights under this provision, those costs shall be chargeable to the Contractor.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL add the following:

7.1.4 Wherever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this Contract are shown in any of the Documents including the Proposal, they are given for use in comparing Bids, and the right is expressly reserved except as herein otherwise specifically limited, to increase or diminish them as may be
deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract and such increase or diminution shall in no way invalidate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

7.1.5 The allowance for overhead and profit combined may vary according to the nature, extent and complexity of the work, but shall in no event exceed the following schedule:

1. For the Contractor, for Work performed by his own forces 10% of cost
2. For each Subcontractor, for Work performed by his own forces 10% of cost
3. For the Contractor, for Work performed by a Subcontractor 5% of cost

In no event shall the total allowance for overhead and profit exceed 15% of the net cost of the work, including all lower tiered sub-subcontractors.

7.1.6 If the net value of a change results in a credit from the Contractor or Subcontractor, the credit given shall be the net cost without overhead or profit. The cost as used herein shall include all items of labor, materials, and equipment together with the cost of all insurance, bonds, use of small tools, incidental job burdens, general office expenses, engineering, cleaning, transportation and all other conditions referenced in the Contract Documents. No percentages for overhead and profit will be allowed on employment taxes under FICA and FUTA that will be based on the Contractor’s last quarterly 941 form. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

7.1.7 Where they apply, unit prices for additions or deductions as stated in the Contract Documents shall always be used as the basis for determining the cost or credit to the Owner for any changes made no matter what overall method is used for such determination.

7.1.8 Lump sum quotations for changes in the Work will not be accepted. Proposals shall be completely itemized and broken down. They shall be accompanied by such supporting data as the Architect may require such as copies of Subcontractors or Vendor’s quotations quantity take-off sheets or other similar information. The Owner has the right to audit all changes and claims.

7.2 CHANGE ORDERS add the following:

7.2.2 Change orders shall be subject to the restrictions contained in N.J.A.C. 6A:26-4.9. Any provision of the General Conditions of the Contract for Construction which is inconsistent with N.J.A.C. 6A:26-4.9, shall be superseded by the State Board of Education regulation.

7.5 RIGHT TO AUDIT THE CONTRACTOR’S BOOKS AND RECORDS New Article:

7.5.1 The Owner shall have the right to appoint an auditor to audit and review the Contractor’s financial books and records of account in connection with any claim by the Contractor, Change Order, or Construction Change Directive.
ARTICLE 8 - TIME

8.1 DEFINITIONS add the following:

8.1.5 All time limits set forth in the Agreement are of the essence. By executing the Agreement, the Contractor confirms that the contract time is a reasonable period for performing the Work. Work will commence within TEN (10) CALENDAR DAYS after issuance of written “Notice to Proceed” and be substantially completed in accordance with the Contract Documents and Contractors’ Coordinated Construction Schedule for substantial completion of the entire Project in accordance with Section 011000 – Summary, Article 1.5 Work Phases. All time limits stated in the contract are of the essence.

8.2 PROGRESS AND COMPLETION add the following:

8.2.4 The Contractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the performance and completion of the Work in accordance with the approved and currently updated and approved Schedule. Should it become apparent from the current Schedule that the Work will not be completed within the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner to improve the progress of the Project.

8.2.4.1 Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Architect, the backlog of Work;

8.2.4.2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the Architect, the backlog of Work; and,

8.2.4.3 Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

8.2.5 The Architect may require the Contractor to suggest revisions to the Schedule in writing demonstrating its program and proposed plan to make up the delay to ensure completion of the Work within the Contract Time. If the Architect finds the proposed plan not acceptable, the Architect may require the Contractor to take any of the actions set forth in this Article without additional cost to the Owner to make up the lag in scheduled progress.

8.2.6 Should the Contractor fail to achieve Substantial Completion in accordance with the date established in the Contract Documents, the Contractor shall reimburse the Owner for all professional fees plus expenses incurred by the Owner for additional services required by the Architect, Engineer, and Owner’s Attorney resulting from the failed performance by the Contractor to meet the Contract Substantial Completion Date.

8.3 DELAYS AND EXTENSIONS OF TIME
8.3.1 Delete this paragraph and replace with the following:

If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending litigation or mediation; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine and the Owner approve.

8.3.3 Delete this paragraph and substitute the following:

In accordance with N.J.S.A. 18A:18A-41, in no event shall the Contractor be entitled to collect damages from the Owner as a result of any Project delay not solely caused by the Owner’s negligence, bad faith, active interference, tortuous conduct, or unforeseen circumstances uncontrolled by the parties, which were not otherwise foreseeable, as more particularly described in Article 8.4.5. The Contractor is aware that its ability to complete its portion of the Project could be hindered or delayed by the actions or inactions of other Contractors on the Project or other causes not attributable to the Owner’s negligence, bad faith, active interference or tortuous conduct or unforeseen circumstances uncontrolled by the parties, which were not otherwise foreseeable, as more particularly described in Article 8.4.5. The Contractor’s sole remedy for delays caused by the Owner’s negligence, bad faith, active interference, tortuous conduct or unforeseen circumstances uncontrolled by the parties, which were not otherwise foreseeable, as more particularly described in Article 8.4.5 shall be the actual out of pocket expenses incurred by the Contractor directly attributable to the delays caused solely by the Owner or unforeseen circumstances uncontrolled by the parties, which were not otherwise foreseeable, as more particularly described in Article 8.4.5. The Contractor’s sole remedy for delays caused by any reason other than the Owner’s negligence, bad faith, active interference, tortuous conduct or unforeseen circumstances uncontrolled by the parties, which were not otherwise foreseeable, as more particularly described in Article 8.4.5 shall be an extension of time to complete the Project.

8.3.4 To the fullest extent permitted by law, no payment, compensation or adjustment of any kind (other than the extensions of time provided for in Paragraph 8.3.1) shall be made to the Contractor by the Owner for direct, indirect or impact damages, including but not limited to costs of acceleration or loss of revenue, overhead or profit, arising because of hindrances or delays being avoidable or unavoidable, reasonable or unreasonable, other than delays adjudicated as attributable to solely the Owner’s negligence, bad faith, active interference, or tortuous conduct or unforeseen circumstances uncontrolled by the parties, which were not otherwise foreseeable, as more particularly described in Article 8.4.5. The Contractor agrees that he will make no claim against the Owner for payment, compensation, damages, mitigation of liquidated damages, or adjustment of any kind for such hindrances or delays, and will accept such extensions of time in full satisfaction for any and all alleged claims against the Owner for any and all such hindrances or delays in all cases where the Owner’s negligence, bad faith, active interference, or tortuous conduct or unforeseen circumstances uncontrolled by the parties, which were not otherwise foreseeable, as more particularly described in Article 8.4.5, is not the sole
cause of the delay. No additional payment will be made for reason of extension of time to any contractor in the completion of work. No claims for extra cost by any contractor will be granted by reason of the construction not being completed within the contract time.

8.3.5 The provisions of this Article shall not be so interpreted or construed as to preclude or prevent the Contractor from making and prosecuting any claim against any separate Contractor engaged by the Owner for damages alleged to have been caused or occasioned by any such separate Contractor. Any delay attributable to another contractor shall be brought by the contractor as a direct action against the delaying contractor.

8.3.6 Any delay attributable to lack of coordination or cooperation by and between the Contractor or his Subcontractors, if any, will not be recognized by the Owner as the basis for any claim for increase in any Contract Sum, but shall be settled as provided in the General and Supplementary Conditions.

8.3.7 An extension of time shall be allowed equal to the total period of any delay caused by injunction or other legal proceedings, insofar as such proceedings prevent the Contractor from proceeding with the work, but no extension shall be allowed unless such legal proceedings shall be diligently prosecuted by the Contractor and, provided further that, in no case shall such delay be deemed to begin until the Contractor shall have given written notice to the Owner of the injunction or other action of delay and shall have delivered to the Owner a copy of the injunction or other orders and the papers upon which the time shall have been granted.

8.3.8 The Owner may suspend the whole or any part of the work, if it shall deem it for the best interest of the Owner to do so, without compensation to the Contractor for such suspension other than extending the time for completion of the work as much as it may have been delayed by such suspension. During such suspension, all materials delivered upon but not placed in the work, shall be neatly piled by the Contractor so as not to obstruct public travel or shall be removed from the line of work at the direction of the Owner and, unless the materials be moved by the Contractor upon such direction, the materials shall be removed by the Owner and expense thereof will be charged to the Contractor.

8.3.9 Nothing contained herein shall preclude the Owner from recovering damages for delays pursuant to the terms of the Contract Documents, except as specifically provided herein.

8.4 LIQUIDATED DAMAGES new article add the following:

8.4.1 The Contractor shall substantially complete all of his Work included in the Contract Documents ready for the Owner’s occupancy as defined in the General Conditions, in accordance with the allotted time indicated in the Contract Documents, subject to extensions of contract time as provided in the General Conditions.

8.4.2 In the event of the failure of the Contractor to complete the said work within the time stated in its proposal, and in accordance with article 8.1.5, the Contractor shall be liable
to the Owner in the sum of ONE THOUSAND ($1,000.00) DOLLARS per day for each and every calendar day that the work remains incomplete in accordance with designated phased completions. 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.

8.4.2.1 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 usual 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.

8.4.2.2 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.

8.4.2.3 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 if 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.

8.4.3 Inasmuch as certain of the expenses, inconvenience and other damages the Owner will sustain in the event that the Contractor does not achieve Substantial Completion within the Contract Time, or extensions thereof approved by Change Order, will include all elements of loss attributable to the delay, including but not limited to, amounts actually paid by the Owner for attorneys’ fees and the Architect’s additional services and expenses, and for other Contractor’s claims for additional costs, incurred as a result of the Contractor’s failure to achieve Substantial Completion within the Contract Time, and all
other damages to the Owner for delay in completion of the Work by the Contractor, which shall be liquidated in the sum as stipulated above for each calendar day by which the Contractor shall fail to complete the Work within the Contract Time and any extensions thereof approved by Change Order. Such liquidated damages shall not be considered as a penalty. The Owner shall deduct and retain out of any money due, or become due hereunder, the amount of the liquidated damages.

8.4.4 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).

(d) Unforeseen circumstances shall not include situations which are reasonably foreseeable in construction projects of similar scope and type, such as delays in connection with responses to RFI’s and change orders, delays in payment to the Contractor, withholding of payment to the contractor, emergency and scheduled tests, inspections and/or abatement activities, the discovery of hazardous materials and such other circumstances which are addressed in the Project Manual, the Project Specifications or this Agreement. To the extent provided in this Agreement, such circumstances, including but not limited to those specified in this Article 8.4.5, may entitle the Contractor to an extension of time, provided said delay is beyond the control of and without the fault or negligence of the Contractor, but in no event will such circumstances entitle Contractor to pursue a claim for delay as against the Owner as they are not considered "reasons not contemplated by the parties" as referenced in N.J.S.A. 18A:18A-41.

8.4.5 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 upon all parties, providing that said discretion is done in good faith and consistent with all of the terms herein.
8.4.6 Estimated liquidated damages may, at the Owner’s option, be withheld from any payments otherwise due the contractor if the Contractor has failed to timely complete a critical activity, which failure has a substantial likelihood of delaying substantial completion of the project beyond the date set forth in the Contract Documents. Estimated liquidated damages shall be based on a reasonable projection, in light of the Construction Schedule, of the number of days substantial completion will be delayed beyond the scheduled substantial completion date set forth in the Contract Documents. Failure of the Owner to withhold estimated liquidated damages from payments due the Contractor shall not be deemed a waiver of liquidated or estimated liquidated damages.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM append the following:

The Contract sum shall include the cost of all work, labor, materials, equipment, transportation and all other things necessary to perform and complete the Project in a manner acceptable to the Owner and within the required time; all incidental expenses in connection therewith; all costs on account of loss by damage of destruction of the Work, to the extent that the Owner and Contractor do not recover the cost of such loss from insurance carrier; and any additional expenses for unforeseen difficulties encountered, settlement of damages and replacement of defective work and materials.

9.2 SCHEDULE OF VALUES add the following:

9.2.1 Delete this paragraph and substitute the following:

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

9.2.2 Upon award of Contract, Contractor shall submit a schedule of values showing a complete breakdown of labor and materials of all components of work to the satisfaction of the Architect including that of all Subcontractors named on the Contractor’s bid form with signed affidavits from each of the said Subcontractors.

9.2.3 Claims for escalation from prices submitted at the time of bid for work included in the original scope of work at the time of bid, including alternate bid and unit prices, will be prohibited.

9.3 APPLICATION FOR PAYMENT add the following:
9.3.1.3 Applications for payment shall be made monthly based upon labor and materials completed and materials suitably stored on site. Two-Percent (2%) of the amount due on each partial payment shall be withheld by the Owner when the outstanding balance of the Contract exceeds $500,000.00, and Five percent (5%) of the amount due on each partial payment shall be held by the Owner when the outstanding balance of the contract is $500,000.00 or less in accordance with N.J.S.A.18A:18A-40.3 but, in any event, the provisions of N.J.A.C. 19:30-3.5(a)(1) shall be first complied with. Requisitions for all payments will be made on AIA Document G702 Application and Certificate for Payment, in addition to the Owner’s Invoice Forms as required. Contractor will be required to submit an itemized, detailed cost breakdown showing quantities, unit costs, and totals to the Architect within twenty (20) days after Notice to Proceed. Form to be in conformance with Architect’s requirements.

9.3.2 Delete this paragraph and substitute the following:

Payments on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, may be made electively and purely upon the discretion of the Owner with the advice of the Architect and subject to the following conditions:

.1 Such materials or equipment shall have been fabricated or assembled specifically for the Project and delivered to storage no earlier than needed for the orderly progress of the Work as demonstrated by the Progress Schedule.

.2 Title to such materials or equipment shall pass to the Owner pursuant to the Contractor’s bill of sale which shall contain guarantee of replacement thereof in the event of damage thereto or disappearance thereof due to any cause. The Contractor shall also affirm that he will pay for such materials or equipment immediately upon receipt of payment therefor from the Owner.

.3 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.

.4 Raw materials or other materials or equipment readily duplicated or usable on other projects will be paid only after the materials are incorporated in the construction.

.5 The Owner reserves the right to deny a request, without explanation, for payment for stored materials or equipment. The failure of the Owner to respond to a request by a Contractor for payment for stored materials shall be deemed as a denial of that request.

.6 Payments which are made for stored materials or equipment shall include only the net cost of the materials or equipment plus cost of delivery, if applicable to the point of storage. Payments for overhead, profit and other job costs shall be made only in accordance with Section 9.3.1.
.7 Affidavits, in form acceptable to the Architect, shall be furnished with each application for payment in which payment is being requested for stored materials. Separate affidavits shall be furnished for each location where items are being stored.

.8 With each affidavit the Contractor shall submit sufficient documentation to demonstrate that the stored materials have been received by the Contractor. The Architect shall be the sole judge as to the adequacy of this documentation and shall, at his option, be permitted access to all areas where these materials are to be stored to perform any inspections he deems necessary.

.9 Payment will NOT be made for materials stored off-site.

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 Contractor 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 Contractor shall defend, indemnify, and hold Owner, The State of New Jersey, the New Jersey Schools Development Authority, the Department of Education, the New Jersey Economic Development Authority, 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, the State of New Jersey, the New Jersey Schools Development Authority, the Department of Education, the New Jersey Economic Development Authority, and Architect in enforcing this provision shall be reimbursed by the Contractor to the Owner and to the State of New Jersey, New Jersey Schools Development Authority, the Department of Education, and the New Jersey Economic Development Authority.
9.4 CERTIFICATES FOR PAYMENT

9.4.1 Delete the entire paragraph and substitute the following:

Provided the Prime Contractor has performed work in accordance with the provisions of its Contract with the Owner, the Architect will, after receipt of the Contractor’s Certified Application for Payment (not the preliminary pencil copy), either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Owner and Contractor in writing of the Architects reasons for withholding certification in whole or in part as provided in paragraph 9.5.1 of the General Conditions of the Contract for Construction. Provided the Contractor’s Certified Application for Payment (not the preliminary pencil copy) is received no less than 20 days prior to the next scheduled public meeting of the public entity’s governing body (the Board) the amount due may be approved and certified at the scheduled public meeting of the public entity’s governing body (the Board) to be paid during the entity’s (Little Egg Harbor Township School District) subsequent payment cycle, not to exceed 30 days. If an Application for Payment is received by the Owner and Architect after the 20 day period prior to the scheduled public meeting of the public entity’s governing body (the Board), the amount due may be approved and certified at the next subsequent scheduled public meeting of the public entity’s governing body (the Board) and subsequent payment cycle. A copy of the Board’s published schedule of meetings is available at the Board Offices.

9.5 DECISIONS TO WITHHOLD CERTIFICATION add the following:

9.5.1.7 Delete the entire paragraph and substitute the following:

repeated failure to carry out the Work in accordance with the Contract Documents; or

9.5.1.8 failure to maintain the site in a safe and satisfactory manner in accordance with construction practices as determined by the Architect.

9.5.2.1 If the Owner is entitled to any reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Unless otherwise stated in the Contract Documents, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any expenses due to the Contractor’s acts and omissions, the Contractor, including but not limited to additional services of the Architect and reasonable attorneys fees, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner’s sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment due the Contractor, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.7 FAILURE OF PAYMENT add the following:

9.7.1 Delete the entire paragraph and substitute the following:
If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within the time specified in 9.4.1, or if the Owner does not pay the Contractor by 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 (7) additional days’ written notice to the Owner and Architect, suspend performance of the Construction Contract 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 shut-down, delay and start-up which shall be accomplished as provided in Article 7.

9.7.1 This provision is a permissible exception to the requirements set forth in N.J.S.A. 2A:30A-2. All disputes regarding whether a party has failed to make payments pursuant to N.J.S.A. 2A:30A-1 et seq. may be submitted to a process of alternative dispute resolution.

9.8 SUBSTANTIAL COMPLETION add the following:

9.8.1.1 When the work, or designated portion thereof is determined by the Architect in conjunction with the Owner to be substantially complete and has received a temporary or permanent Certificate of Occupancy or Certificate of Approval, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the day of the Substantial Completion of the Work or designated portion thereof unless provided in the Certificate of Substantial Completion. The Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such certificate.

9.8.2 Delete the entire paragraph and substitute the following:

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 all items to be completed or corrected. Failure to include any item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Together with this list, the Contractor shall provide a written request to the Architect to perform an inspection of the Work.

9.8.3 Delete the entire paragraph and substitute the following:

Upon receipt of the Contractor’s request, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect’s inspection discloses additional items, whether or not included on the Contractor’s list, which are not sufficiently completed or corrected in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, promptly complete or correct such items. All items must be corrected by the Contractor within fourteen (14) days after receipt of the list from the
Architect or within an acceptable time frame established by the Contractor and Architect and approved by the Architect. Upon completion of those items the Contractor shall request, in writing, a re-inspection of the Work. This re-inspection shall commence within fourteen (14) days after receipt of notice. If upon the re-inspection, the Architect finds that the previous items, or new items, do not conform to the Construction Documents, a revised list shall be provided to the Contractor within seven (7) days. This sequence of actions shall take place until all items conform to the Contract Documents. The Contractor shall be liable to reimburse the Owner, by means of a Change Order, for all costs and fees of the Architect, Engineers, and all professionals associated with re-inspections of Work beyond one (1) initial inspection and one (1) re-inspection of the Work.

9.8.3.1 If during the sequences of inspection and correction of Work, the Contractor defaults or neglects to carry out the correction of Work in accordance with the time frames established in 9.8.2 or in accordance the approved schedule of correction, the Contractor shall be considered in default and the Owner may exercise all rights under these Contract Documents. This shall also include Article 2.4 – Owner’s Right To Carry Out The Work.

9.9 PARTIAL OCCUPANCY OR USE add the following:

9.9.3 Delete the entire paragraph and substitute the following:

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, nor does it waive the Owner’s right to liquidated and actual damages described in Article 8.4.5 because Final Acceptance of the Work shall be for the entire work only and not in part.

9.10 FINAL COMPLETION AND FINAL PAYMENT add the following:

9.10.4 Delete these sub paragraphs and substitute the following:

.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 insufficiency of or failure to provide requisite close-out documents.

9.10.6 Prior to final payment, Contractor will submit, but not limited to the following:

.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 New Jersey Prevailing Wage Act.
.6 Maintenance Bond in form as bound herein.
.7 Contractor’s “As-Built” drawings on CD.

.8 Maintenance Manuals and Instructions.

.9 Special written guarantees and warranties in addition to the guarantee covered by Maintenance Bond. Guarantee shall be signed and sealed by Officer of the Contracting Firm and shall be notarized.

.10 Fully Executed AIA Substantial Completion Form G-704.

9.10.7 Upon completion of the punchlist and all other required scope of work have been completed in accordance with the Contract Documents, the Contractor shall submit a written request certifying that the project is ready for final inspection by the Architect. A copy of the “Ready For Closeout” form is included in 009000 – Project Forms.

9.10.8 Final payment to the Contracted Party shall be made by the Owner not more than thirty (30) days after receipt of the New Jersey Schools Development Authority’s final grant disbursement. The Development Authority retains the right to request any additional information from the Contractors necessary to close out this Agreement and may retain any final Grant amount not disbursed until the closeout procedures are completed to the satisfaction of the Development Authority.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS add the following:

10.1.1 The Contractor is required to establish, maintain, and implement effective programs to ensure compliance with all OSHA regulations, in addition to the Hazard Communication Standard, and advise the Architect regarding the location, on site, where the Contractor’s MSDS sheets are kept. The Contractor will provide the Architect with all information regarding any precautionary measures that the relative Contractor must employ to protect employees, any foreseeable emergency situations, and the relative Contractor’s labeling system used at the work site. The Contractor is also required to provide this information to the Owner and other entities operating at the site, and to secure similar information from the other entities operating at the site, for the protection of all employees.

10.1.2 Neither the Owner, nor the Architect will be responsible for providing a safe working place for the Contractors, their Subcontractors or their employees, or any individual responsible to them for the work.

10.1.3 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
and the Architect’s consultants shall be indemnified and shall be made additional insured under the Contractor’s general liability insurance policy.

10.1.4 The Contractor shall enforce strict discipline and good order at all times among Contractor’s employees and all subcontractors. Contractor’s employees and subcontractors shall dress in clothing appropriate to the work they perform. Contractor shall not engage any employee not skilled in a task assigned. All employees assigned to the Work by Contractor shall perform in the best manner and shall cooperate fully with the Owner and all other representatives of the Owner.

10.1.5 Smoking on the Owner’s Property/Project Limits shall be prohibited. Contractor’s employees shall avoid communications with students or teachers except to the extent necessary to implement safety measures.

10.1.6 Contractor understands that the Project is an educational facility which may be fully or partially occupied and utilized by teachers and students. The Contractor shall take into consideration that the students utilizing or attending the educational facility are susceptible to the hazards of attractive nuisance or other hazards present on construction sites and shall take any and all necessary precautions.

10.1.7 It is absolutely prohibited for any worker to act in any manner which would be deemed injurious to the students or faculty or inappropriate within the school facility or setting. At the request of the Owner, which shall only be made for cause, the Contractor shall remove any employee from the Work, Project and site. No alcoholic beverages or other prohibited substances shall be permitted or consumed on school property.

10.1.8 CRIMINAL BACKGROUND CHECKS - The Contractor shall provide proof to the Owner that each worker assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-71 et.seq. Failure to provide proof of a criminal history background check for any employee at a contract school location will be deemed a breach of contract by the Contractor. If it is discovered during the course of the contract that either: (a) an employee with disqualifying criminal history record information on file or (b) any employee who has not had a criminal history background check is working at a contract school location, said employee is to be immediately removed by the Contractor. Failure to immediately remove said employee either upon notification by the District or discovery by the Contractor shall constitute a material breach of contract. Proof of clearance by the Department of Education or a temporary waiver pending receipt of qualification to work from the Department of Education shall provide proof to the Owner prior to assignment and commencement of work of each employee.

10.1.9 Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Board, and all employees of contracted service providers are required to comply with the provisions of the District’s anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on
which the act was witnessed, or on the same day on which reliable information that a
student has been subject to harassment, intimidation or bullying was received, and shall
report the same in writing within two (2) school days. All verbal and written reports of
harassment, intimidation or bullying of a student shall be made to the school principal or
to any school administrator or safe schools resource officer.

Reports may be made anonymously in accordance with the reporting procedure as set
forth in the anti-bullying policy. The District shall provide to all contracted service
providers and their employees a copy of the District’s anti-bullying policy and
information regarding the policy.

10.2 SAFETY OF PERSONS AND PROPERTY add the following:

10.2.2 Delete the entire paragraph and substitute the following:

The Contractor shall comply with and give notices required by applicable laws, statutes,
ordinances, codes, rules and regulations, and lawful orders of public authorities,
including, but not limited to, the Federal Occupational Safety and Health Act of 1970 and
amendments thereto, bearing on safety of persons or property or their protection from
damage, injury or loss. The Contractor shall conform to requirements of the Federal
Occupational Safety and Health Act, and the Construction Safety Code. The
requirements of the State, Local and Association Codes shall apply where they are equal
to or more restrictive than the requirements of the Federal Act.

10.2.2.1 The 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 Contractors on the Project in accordance with N.J.S.A. 34:5-166 et. seq. the State of

10.2.2.2 The Contractor shall comply with the requirements of the latest edition of the Manual of
Accident Prevention in Construction, published by the Associated General Contractors of
America, Inc., provided that if any such provisions disagrees with that of an applicable
law, regulation or code, the Contractor shall comply with the safer or more stringent
provisions.

10.2.2.3 The Contractor shall submit with its bid an OSHA Safety Certification on the form
included in these specifications, certifying evidence that a full time representative shall
be on site who shall have completed or be currently enrolled in an OSHA safety training
program (30 hour OSHA certified program or equivalent program) which shall be
acceptable to the Owner.

10.2.2.4 The Contractor shall obtain Material Safety Data Sheets (M.S.D.S.) for all material to be
used on site and prior to material being brought on site. The Contractor shall maintain
Material Safety Data Sheets and make them available for inspection to everyone as
required by law.

10.2.2.5 The Contractor shall hold weekly safety meetings with its subcontractors to provide for
the safeguarding of persons and property. The Contractor shall record minutes of the
meetings and submit copies to the owner on a weekly basis for the record.
10.2.2.6 The Contractor shall provide the Owner, at the initial project meeting, a written safety program and hazard communication program as required by OSHA.

10.2.3.1 The General Contractor is responsible for maintaining the fenced construction area for the duration of the project including general trash removal and maintaining the grass if applicable.

10.2.4.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The work shall not be resumed except by written directive by the Owner.

10.2.5.1 The 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.

10.2.6.1 In an effort to promote a safe and drug free workplace, contractor and its subcontractors shall be required to have a drug and alcohol testing program whereby employees will be required to submit to random drug and alcohol testing to the extent permitted by law. The contractor shall provide signs (12" x 24") at all pedestrian points of entry into the construction site which states, "All workers entering this site acknowledge that this is a drug and alcohol free environment and may be subject to random drug and alcohol testing". Drug and alcohol testing shall also be conducted by contractor or subcontractor at the Owner’s request, where the Owner or its representative has a reasonable suspicion to believe that an employee of the contractor or subcontractor is under the influence of drugs or alcohol. All testing shall be done at the contractor or subcontractor’s sole expense.

10.2.7 Delete the entire paragraph and substitute the following:

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. Prior to bringing any fill material onto the Project, the Contractor shall have the material tested and provide certification that the material is clean and free from environmental contamination.

10.2.7.1 The Contractor shall conduct daily comprehensive safety inspections of the work site and submit to the Architect weekly reports indicating the results conclusions and actions taken as a result of the inspections and any findings of non conformance with current O.S.H.A. standards.

10.2.7.2 The Contractor shall stop work and immediately remedy any and all safety infractions brought to their attention by the Architect. Any time lost as a result of safety violations shall not be grounds for delay or time extensions to the contract.

10.2.7.3 The Contractor shall remove snow or ice from the site, as required to provide safe access to the work.
10.2.7.4 It is a requirement of this Contract that there is an absence of mold in the final product, and that best practices for prevention be followed. Actual remediation, if required, shall be performed by mold remediation experts hired by the responsible Contractor.

10.2.7.5 The General Contractor is responsible for maintaining the fenced construction area for the duration of the project including general trash removal and maintaining the grass if applicable.

10.2.8 **Delete the entire paragraph.**

10.3 **HAZARDOUS MATERIALS**

Add the following:

10.3.1.1 Add the following:

The Contractor will report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written directive of the Owner.

10.3.2 **Delete the entire paragraph and substitute the following:**

Upon receipt of the Contractor’s written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. 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.

10.3.3 **Delete the entire paragraph and substitute the following:**

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, including, but not limited to, the Contractor, Architect, Architect’s consultants and/or agents and employees of any of them.
10.3.4 Delete the last sentence of the paragraph.

10.3.6 Append the following:

Nothing contained herein shall be construed to require the Owner to indemnify the Contractor where the Contractor performs the work out of sequence or at a time other than that indicated in the Construction Schedule.

10.3.7 ASBESTOS

10.3.7.1 Any Contractor performing any type of renovation or construction in or around existing buildings must contact the environmental services department of the Owner to be informed of the district’s asbestos procedures.

10.3.7.2 Each Contractor shall anticipate in his bid, extra time required to coordinate with the Owner for removal of any asbestos encountered during demolition work associated with this project.

10.3.7.3 Any Contractor disturbing or damaging any asbestos identified will be totally responsible for its repair and/or removal in accordance with applicable laws and regulations at no additional cost to the Owner and in conformance with N.J.A.C. 5:23-8.1 et seq. Asbestos Hazard Abatement Subcode. The Contractor shall be solely responsible for the payment of any and all fines and penalties which may be assessed against the Owner in connection with the disturbance or damaging of any asbestos containing materials.

10.3.8 VOLATILE ORGANIC COMPOUNDS (VOC)

10.3.8.1 All materials used on this Project shall comply with all applicable governmental and local VOC requirements.

10.4 EMERGENCIES add the following:

10.4.1 The Contractor must provide, with their executed Contract Agreement, a list of home telephone numbers for those personnel who would be contacted in the event of any emergency at the project during non business working hours.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE add the following:

11.1.1 Delete the entire paragraph and substitute the following:

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located and rated "A" or better by A.M. Best Company such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone...
directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including acts of joint negligence between the Owner and those entities previously mentioned:

.1 Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees, or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by the Clause;

.7 Claims for bodily injury or property damage arising out of completed operations;

.8 Claims involving contractual liability insurance applicable to the Contractor’s obligations under Section 3.18; and

.9 claims for damage because of hazardous operations including but not limited to, explosion, collapse and underground property damage.

11.1.2 Delete the entire paragraph and substitute the following:

The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor’s completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The policy shall be written on an occurrence basis, not on a claims made basis.

11.1.3 Delete the entire paragraph and substitute the following:

Certificates of insurance and endorsements indicating that the coverage is primary, noncontributory (meaning the insurance provides primary coverage in connection with personal injury, death and/or property damage caused in whole or in part by the Contractor, its employees, agents, officers and/or subcontractors in connection with the project), which are acceptable to the Owner and the NJ School Development Authority. within seven (7) days of the Agreement and shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire and the limits will not be reduced until at least thirty (30) days’ prior written notice has been given to the Owner and the NJ School Development Authority. via certified mail, return receipt requested. Unless current documentation is already on file with the Development Authority, the District must submit certificates of
insurance showing the full amount of coverage in force, documentation of self-insurance, or both to the Development Authority. Additionally, these certificates and policies shall name the Owner, the Architect and the Engineer as well as the State of New Jersey, New Jersey Department of Education, and New Jersey Schools Development Authority as additional named insureds and the certificate(s) of insurance or policy endorsements, as appropriate, shall indicate that coverage provided to the additional insureds is primary, non-contributory coverage. In the event of cancellation, the Contractor shall obtain insurance in the same amount and for the same coverage from another carrier prior to the date of cancellation. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning change in coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor no later than the effective date of the change in coverage.

11.1.4 Delete the entire paragraph and substitute the following:

The Contractor shall ensure that each of his subcontractors, procures and maintains during the life of his subcontract, subcontractor’s comprehensive general liability, automobile liability and property damage liability insurance, including loss of use insurance, of the type and in the same amounts as specified in this paragraph or shall insure the activities of his subcontractors in his own policy.

11.1.4.1 The Contractor shall indemnify the Owner, the Architect, and the Engineers and their respective officers, agents and employees as well as the State of New Jersey, New Jersey Department of Education, and New Jersey Schools Development Authority as provided in Article 3.18. The indemnified parties may defend themselves, at the Contractor’s expense, from any claim or lawsuit which may arise out of the Contractor’s performance or lack of performance under the terms of this contract or they may elect to have the Contractor provide them with legal representation at the Contractor’s own expense.

11.1.5 The insurance required pursuant to this Article shall be written in the following minimum limits of liability and shall be in the names of the Contractor, the Owner, the Architect and the Engineers, as their interest may appear. The amounts set forth in this section may be increased, in which case a Supplementary Schedule of Minimum Insurance Limits of Liability shall be included in the Contract Documents setting forth such increased limits.

The minimum insurance coverage required by the Board to be maintained by the successful bidder through either insurance policies from insurance companies licensed to do business in the State and rated A or better by A.M. Best Company, or through formal fully funded self-insurance programs authorized by law as follows:

1. Workers Compensation: (in accordance with the laws of New Jersey and any other jurisdiction required to protect employees of the Board and any and all Contracted Parties who will be engaged in the performance of the work on this project)

| Applicable Federal, State: | Statutory |
Employers’ Liability: $500,000.00 (each accident)
Disease - Each Employee: $500,000.00
Disease – Policy Limit: $500,000.00

.2 Contractor’s Liability Insurance: covering any and all bodily injury and property damage arising out of or in connection with the work performed hereunder (including coverage for premises, operations, explosions, collapse and underground operations, independent contractor protection, sublet work, elevators, contractual liability, broad form property damage, products liability and completed operations) and personal injury (with employment exclusion deleted):

a. Comprehensive General Liability and Comprehensive Automobile Liability:

General Liability - Combined single limit as follows:
- Each Occurrence: $1,000,000.00
- Aggregate: $2,000,000.00

Automobile Liability (Owned, Non-Owned and Hired/ Combined Single Limit):
- Each Occurrence: $1,000,000.00
- Each Person: $1,000,000.00

.3 Excess Umbrella Liability: $5,000,000.00

Excess liability shall have a drop down provision to cover over $1,000,000 of Employers’ Liability section of Workers’ Compensation listed above.

.4 Contractual Liability Endorsement (Bodily Injury and Property Damage Combined):

- Each Occurrence: $1,000,000.00

.5 Completed Operations & Products Liability*:

- Aggregate: $1,000,000.00

*Maintain until one year after issuance of Final Certificate of Payment.

11.1.6 The above insurance policies shall:

(a) include an indemnification provision as specified in Article 3.18,
(b) include completed operation coverage, and
(c) Not be subject to any of the special property damage liability exclusions: explosion, collapse, damage to underground wires, piping and conduits which are commonly referred to as the XCU exclusions, and Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items has been provided for.
11.1.7 The policies shall include waiver of rights to subrogation.

11.1.8 The insurance required by paragraph 11.1 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's expense, provide insurance coverage for owned or rented machinery, tools or equipment.

11.1.9 The above policies for Comprehensive General Liability must be so written as to include Contingent Contractor’s Insurance to protect the Contractor against claims arising from the operations of Subcontractors.

11.1.10 A certificate of insurance naming the Owner, Architect, and their agents as well as the State of New Jersey, New Jersey Department of Education, and New Jersey Schools Development Authority as additional insured shall be furnished to the Owner at the time the Contract is signed and in no event after the start of any work on the project. The Contractor shall furnish the Owner with satisfactory proof of the insurance carried before contract operations begin. This proof shall consist of two Certificates of each insurer insuring the Contractor and any and all Subcontractors employed on the Project under this Contract. Copies shall be provided to the Architect.

11.1.11 The Certificates of Insurance furnished by the Contractor and Subcontractor shall include a clause obligating the insurer to give the Owner and each additional insured thirty (30) days prior to written notice of the cancellation of or any material change in the insurance coverage and endorsements to the policies. Policies expiring on a fixed date before Final Acceptance shall be renewed and filed with the Owner before the expiration date.

11.1.12 Nothing contained herein shall be interpreted to relieve the Contractor of his obligation to complete the work without additional cost to the Owner beyond the Contract Amount. Any loss or cost of repair not covered or not fully covered by insurance shall be borne by the Contractor without additional cost to the Owner beyond the Contract Amount. The Contractor will be responsible to cover all theft or vandalism costs to repair or replace materials including labor.

11.1.13 Contractor shall assume full responsibility and liability for any and all injuries to any person and any and all damages to any property resulting from or in connection with the project which are caused by any error, omission, or negligent act of the Contractor, its agents and employees, and any Subcontractor which he may employ.

11.1.14 Builders Risk Insurance: The Owner/Contractor must maintain Builder’s Risk Insurance, providing coverage for (all risk) of physical loss or damage to the property described hereunder in an amount equal to 100% of the completed value of the work contracted herein and furnished under Construction Contracts for the School Facilities Project; excepting excavations, foundations and other structures customarily excluded by such insurance. The policy shall name the Owner, State of New Jersey, the Department of Education, the New Jersey Schools Development Authority, the New Jersey Economic Development Authority and the New Jersey Financing Authority as loss payee as their interests may appear.
11.3 PROPERTY INSURANCE add the following:

11.3.1 Substitute the word “Owner” with “Contractor”. 11.3.1.1 The policy provided by the Contractor shall name the Owner as loss-payee.

11.3.1.1 The term "extended coverage" shall be deemed to include coverage against lightning, wind, hail, riots and civil commotion, vehicle damage, aircraft damage and smoke, exclusive of theft and vandalism. The "All Risk" insurance coverage shall also include the interests of the Architect.

11.3.1.6 [The fact that the Owner is furnishing All Risk Insurance shall not be interpreted to relieve the Contractor of its obligation to complete the work without additional cost to the Owner beyond the Contract Amount.] Any loss or cost of repair not covered or not fully covered by insurance shall be borne by the Contractor without additional cost to the Owner beyond the Contract Amount. The Contractor will be responsible to cover all theft or vandalism costs to repair or replace materials including labor.

11.3.1.7 The Contractor may carry whatever additional insurance he deems necessary to protect himself against hazards [not covered by the Owner's All Risk Insurance] and against loss of owned or rented capital equipment and tools owned by mechanics or any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of work.

11.3.1.8 To the extent that any of the foregoing provisions are inconsistent with the insurance requirements set forth in the Project Manual, the foregoing provisions shall govern. The insurance provided by the Contractor and its subcontractors shall comply with all requirements which may be imposed by the State of New Jersey or any of its agencies with jurisdiction over this Project. In the event the contractor is required by the Owner or the State of New Jersey or its agencies to provide additional insurance, said insurance shall be provided by contractor at contractor’s expense.

11.4 PERFORMANCE BOND AND PAYMENT BOND add the following:

11.4.1 Delete the entire paragraph and substitute the following:

The Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond each in the full amount of the Contract sum for faithful performance and payment obligations arising thereunder as stipulated in the bidding requirements, in a form satisfactory to the Owner and consistent with New Jersey Statutes.

11.4.2 Append the following:

The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney.

11.4.2.1 Each Contractor will be required to furnish the Owner with a one (1) year maintenance bond in the amount of 100% of the final adjusted Contract Sum commencing upon the date the Final Application for Payment is accepted by the Owner.
11.4.3 Additional or Substitute Bond

11.4.3.1 If at any given time the Owner, for justifiable cause, shall be or become dissatisfied with the Surety or Sureties for the Performance and/or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further sums shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable Bond to the Owner.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK add the following:

12.1.1 Delete the entire paragraph and substitute the following:

If any portion of the Work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it shall, if required by public authority or the Architect, be uncovered for observation, inspection, testing or approval and the work shall be replaced at the Contractor’s expense without change in the contract time.

12.2 CORRECTION OF WORK add the following:

12.2.2.1 Delete the entire paragraph and substitute the following:

In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of the Final Application for Payment is accepted by the Owner or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

12.2.2.2 Delete the entire paragraph and substitute the following:

The one-year period for correction of Work shall be extended with respect to portions of Work first performed after the date the Final Application for Payment is accepted by the Owner by the period of time between the date the Final Application for Payment is accepted by the Owner and the actual completion of that portion of the Work.
12.2.4.1 The Contractor shall protect all material and equipment for which he is responsible, stored at the site for incorporation or which has been incorporated in the work. The Contractor shall replace all material and equipment, which may be lost or stolen at his expense whether or not it has been entirely or partially paid for by the Owner.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW add the following:

13.1.1 The Contract shall be governed by the laws of the State of New Jersey.

13.1.2 The contractor shall comply with all applicable federal, state and local laws, statutes, regulations and ordinances and any order issued by every governmental entity with jurisdiction over the Project.

13.1.3 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and, if through mistake or otherwise, and any provisions is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

13.2 SUCCESSORS AND ASSIGNS add the following:

13.2.2 Delete the text of the paragraph and substitute the following:

The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project or to the State of New Jersey or any subsidiary Department or Agency without notice to the contractor. In such event, the assignee shall assume the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.6 INTEREST

Delete the text of the paragraph and substitute the following:

13.6.1 No interest shall be paid on unpaid balances except to the extent required by and, in that event, in such amounts as specified in P.L. 2006, Ch. 96, codified as N.J.S.A. 2A:30A-1 to -2.

13.8 RIGHT TO EXAMINE, INSPECT AND AUDIT THE SCHOOL FACILITIES PROJECT (New Article).

13.8.1 The New Jersey Schools Development Authority (the Development Authority), The New Jersey Economic Development Authority (the Financing Authority), the New Jersey State Police, the New Jersey Department of Education (the Department), the New Jersey Department of Community Affairs (DCA) and the New Jersey Department of Labor (DOL) and their duly authorized agents may at their discretion and cost, investigate, audit, examine and inspect the activities, documents, work product arising from audits,
records and accounts pertaining to the School Facilities Project and all other parties involved with the School Facilities Project as further set forth below:

13.8.1.1 They shall have the right, at all reasonable times and upon prior notice, to enter upon and examine, inspect and audit the School Facilities Project but shall not be required to do so if in their sole judgment such notice and times cannot be provided and to make any copies or abstracts of any document, record or account.

13.8.1.2 They shall have the right to make any copies or abstracts of any document, record or account relating to the School Facilities Project.

13.8.1.3 They may engage the services, from time to time, of a construction management firm to assist the Development Authority in monitoring the School Facilities Project, in which case, such firm(s) shall have the right to enter upon and examine, inspect and audit the School Facilities Project at reasonable times, upon reasonable notice and at the Development Authority's and/or the New Jersey State Police’s cost.

13.8.1.4 They reserve the right to have access to all work product produced in connection with audits made by the District or its accountant or by the Contracted Parties or their accountants.

13.8.2 The responsibilities of the District and/or the Contracted Parties with regard to access to the activities, documents, records and accounts pertaining to the School Facilities Project include, but are not limited to, the following:

13.8.2.1 The District's bid specification for any work on the School Facilities Projects shall state and all Contracts awarded by the District in connection with the School Facilities Project shall state that the Development Authority, the Financing Authority, the New Jersey State Police, the Department, the DCA and the DOL and their duly authorized agents may, at their discretion and cost, investigate, audit, examine and inspect the activities, documents, work product arising from audits, records and accounts (pertaining to the School Facilities Project) of the District and all other parties involved with the School Facilities Project.

13.8.2.2 The District shall keep those records and accounts and shall require all Contracted Parties to keep those records and accounts for the School Facilities Projects as necessary in order to evidence compliance with the Act, the Public School Contract Law (PSCL), this Agreement, the Department Regulations and all other Requirements.

13.8.2.3 The District and the Contracted Parties shall submit to the Development Authority, the Financing Authority, DCA, the New Jersey State Police or their
agents, at their request, such certifications, documents, reports and information related to the School Facilities Projects, this Agreement and other applicable State laws and regulations as may be required.

13.9.2.4 The District shall include in all Contracts a provision requiring Contracted Parties to permit the Development Authority, the Financing Authority, DCA and the New Jersey State Police and their agents to investigate, audit, examine and inspect in such manner and at such times as the Development Authority, the Financing Authority and the New Jersey State Police deem necessary and requiring them to furnish facilities for such access, inspection and document reproduction.

13.8.2.5 The District or the Contracted Parties, as the case may be, shall furnish facilities for such access, inspection and document production.

13.9 RECORD RETENTION (new article)

13.9.1 Financial records, supporting documents, and all other records of the District and the Contracted Parties which relate in any way to the School Facilities Project and/or to the Grant shall be retained during the Term of the Agreement and for ten (10) years after Closeout, provided however, if any litigation, claim or audit relating to the School Facilities Project and/or to the Grant is commenced prior to the Expiration, such records and documents shall be retained until all litigation, claims or audit findings involving the records have been resolved.

13.9.2 The Financing Authority or the Development Authority may request transfer of certain records to its custody from the District and the Contracted Parties for a maximum period of ten (10) years after the Expiration Date in the event that the Financing Authority or the Development Authority determines, at their discretion, that such records possess long-term retention value. The Financing Authority and the Development Authority will make arrangements with the District and the Contracted Parties to reproduce or share retention, at the Financing Authority’s and/or the Development Authority’s expense, of any records that are continuously needed for joint use.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT.

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.3 Delete the entire paragraph.

14.1.1.4 Delete the entire paragraph.

14.1.2 Delete the entire paragraph.

14.1.3 Delete the text of the paragraph and substitute the following:
If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

14.1.4 Delete the entire paragraph.

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, specifically 11 U.S.C. 101 et seq.

.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 or directives of the Architect.

.10 If the Contractor interferes with the work of, or otherwise fails to cooperate with, any other contractor on the Project or the Owner’s own forces.

.11 If the Contractor fails to comply with the directives of the Owner or otherwise fails to perform its obligations in accordance with the Owner’s concept of the Project.

.12 If the Contractor fails to adhere to the Contract Schedule or otherwise disregards any provision of the Contract Documents which makes time of the essence.

14.2.3 Delete the text of the paragraph and substitute the following:

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. In addition to the Owner’s other legal remedies, in the event the 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.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.4.2 Delete the text of the paragraph and substitute the following:

Should the Owner be prevented or enjoined from proceeding with work or from authorizing its performance either before or after its performance, 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.

14.4.3 Append the following:

No other payment of any kind shall be due from Contractor.

ARTICLE 15 – CLAIMS AND DISPUTES.

15.1 CLAIMS add the following subparagraphs:

15.1.2 Append the following:

Notwithstanding any of the foregoing, the Owner may, in its discretion, submit a claim to litigation in a court of competent jurisdiction provided that the Complaint is filed before the expiration of the applicable New Jersey Statute of Limitations.

15.1.3 Append the following:

Nothing contained herein shall be construed so as to prohibit the Owner from withholding payment to the extent as may be necessary to protect against loss on account of defective work not remedied or any form of payment claims against the contractor that may subsequently have accrued.

15.1.5.2.1 Any claim for an extension, or extensions, of time must be fully substantiated by incorporation of the impact from the changed condition into an update of the Contractor’s project schedule. This update must also reflect any other impacts to the schedule resulting from delays, concurrent or non concurrent, for which any Contractor is responsible. No claims will be evaluated or accepted without inclusion of the substantiation requirements set forth in this article.

15.1.6 Delete Claims for Consequential Damages in its entirety.

15.2 INITIAL DECISION add the following subparagraphs:

15.2.1 Delete the text of the paragraph and substitute the following:
Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, may be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker. 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.

15.2.5 Delete the text of the paragraph and substitute the following:

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) which shall, if the claim is recommended for approval, 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 litigation in a court of competent jurisdiction.

15.2.6 Delete the text of the paragraph and substitute the following:

Either party may file for mediation of an initial decision at any time prior to the initiation of litigation.

15.2.6.1 Delete the text of the paragraph and substitute the following:

If the decision of the Architect is not satisfactory to the Contractor making the claim, the Contractor shall diligently perform the work under duress as directed and shall keep an accurate accounting of all time and materials required to perform the contract.

15.3 MEDIATION add the following subparagraphs:

Delete the entire paragraph and subparagraphs 15.3.1 through 15.3.3 and substitute the following:

15.3.1 The parties shall attempt to resolve any outstanding Claims by good faith discussions and negotiations, and shall cooperate in the exchange of information and positions related to such Claims. The parties may agree to third party mediation if such negotiations are unsuccessful. Resolution(s) to claims shall be in accordance with the Contract Conditions and Requirements contained within and based on the Contract Documents and not on other conditions and requirements not previously agreed upon at the time of signing of the Contract.

15.4 ARBITRATION

Delete this Article titled “Arbitration” and all references to Arbitration as set forth in A.I.A. Document A201, as this article is hereby deleted from the said document and this agreement. All references to arbitration and arbitrators shall be replaced with “mediation” and “mediators” respectively.

ARTICLE 16 KNOWLEDGE OF CONTRACT REQUIREMENTS add new article:
16.1 NOTICE

16.1.1 The Contractor and his Subcontractors, Sub-subcontractors and materialmen shall consult in detail the General Conditions, Supplementary Conditions, all divisions and sections of the Specifications, all Drawings and all Addenda for instruction and requirements pertaining to the Work, at his and their cost, and shall provide all labor, materials, equipment and services necessary to furnish, install and complete the Work in strict conformance with all provisions thereof.

16.2 EXAMINATION OF PREMISES

16.2.1 The Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-subcontractors and materialmen of all existing conditions affecting the execution of the Work.

16.3 EXAMINATION OF CONTRACT DOCUMENTS

16.3.1 The Contractor will be held to have examined the Contract Documents and Modifications thereto, as they may affect subdivision of the work and informed himself, his Subcontractors, Sub-subcontractors and materialmen of all conditions thereof affecting the execution of the Work.

16.4 LABOR

16.4.1 The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the neighborhood of the Project including, but not limited to, unions, incentive pay, procurement, living and commuting conditions and to have informed his Subcontractors and Sub-subcontractors thereof.

ARTICLE 17 MATERIALS, ARTICLES AND EQUIPMENT add new article:

17.1 SUBSTITUTION

17.1.1 Whenever a material, article or piece of equipment is identified in the Contract Documents by reference to manufacturer’s or vendor’s names, trade names, catalog numbers or the like, it is so identified for the purpose of establishing a standard and shall not be construed as limiting competition; and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is of equal substance, appearance and function, and provided it is identified by Addendum as set forth below.

17.1.2 Substitutions may be permitted by the Architect, as stated above, if in his opinion, the requirements of the proposed substitutions comply with the requirements specified for the material, article or piece of equipment; however, the Architect is not required to permit substitution.

END SECTION 006230.
SECTION 007120 - PREVAILING WAGES

The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable wage rates for Ocean County as published by the Department of Labor and Industry in conformance with N.J.S.A. 34:11-56:25 et seq. is hereby made a part of these Contract Documents. Copies of these wage rates may be obtained from the State Department of Labor and Industry, and is on file in the Office of the Business Administrator/Board Secretary of the Board of Education, or can be examined in the Architect’s Office.

Should workmen employed by the Contractor or any Subcontractor covered by this Contract be paid less than required wage rates, the Contractor or Subcontractor will be in violation of specifications and the Little Egg Harbor Township School District, Little Egg Harbor, New Jersey, may terminate the Contractor’s right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. Contractor and his Sureties shall be liable to the Little Egg Harbor Township School District.

Contractor agrees to submit to the Little Egg Harbor Township School District a certified payroll for each payroll period within ten (10) days of the payment of wages. Contractor further agrees that no payments will be made to the Contractor if certified payrolls are not received. It is the Contractor’s responsibility to insure timely receipt by the district of certified payrolls.

Before final payment, furnish Owner with an affidavit stating that all workmen have been paid the prevailing rate of wages in accordance with State requirements.

Keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Each Contractor and Subcontractor shall submit Manning Reports showing all information noted above on a weekly basis to the Owner.

Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

Post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the Site of the work and in such place or places as used to pay workmen their wages.

Effective April 11, 2000, in accordance with “The Public Works Contractor Registration Act” (P.L. 1999, c.238), no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c.150 (C.34:11-56.26) unless that contractor/subcontractor is registered with the Department of Labor.

END OF SECTION 007120
SECTION 009000 – PROJECT FORMS

Project Forms included in this section are provided for Contractor’s use when forwarding Requests for Information, Job Meeting Reports, Substitution Submittals, and request when Ready for Closeout form. Contractors shall use these forms exclusively. Contractors’ personal forms are not acceptable.

END OF SECTION 009000.
# REQUEST FOR INFORMATION

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Requested By/Company: ___________________________  Date: ____________

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Response Prepared By: ___________________________  Date: ____________
JOB MEETING REPORT

Project: 
Contractor: 

Job Meeting Report No. Date: Comm. No. 
Contract No./Work Page: 

Work Accomplished Previous Period: 

Work Scheduled Next Period: 

Briefly State Main Points You Wish to Make a Matter of Record: 

Signed: ____________________________
SUBMITTAL COVER SHEET

The following information is required and shall accompany all project submittals. Submittals received without this cover sheet shall be deemed incomplete and will not be reviewed.

DATE:  

SUBMITTING CONTRACTOR:  

SUBCONTRACTOR / MANUFACTURER / VENDOR:  

ITEM(S) SUBMITTED:  

SPECIFICATION SECTION:  

SUBMITTAL NUMBER:  

YES  NO  
Is submitted item in accordance with Contract Requirements?  
Is submittal a substitution?  
If yes, is submittal matrix with supporting documentation included?  
Is submittal complete?  
Does submittal meet Specified Standards?  
Does submittal meet all code requirements?  

COMMENTS:  

Submitted & Approved by:  

Signature  Company  Date  

Prepared by:  Date:  

Revision 09-12-2011  
SUBMITTAL COVER SHEET  009310-1
## SUBMITTAL MATRIX FOR SUBSTITUTION EVALUATION AS APPROVED EQUAL

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The 1st column are items derived from the Specification specific section (doors, windows, etc.). The 2nd column consists of the values for those items for the product specified. The 3rd column is to be entered with the product “equal” data verified with the Manufacturer’s literature.

*This comparison must have manufacturer’s literature for verification attached!"
READY FOR CLOSEOUT

Contractor shall submit a copy of this document with the completed punchlist, signed and sealed by the Contractor’s authorized representative and Notarized, to the Architect indicating that the Work has been completed as required in accordance with the Contract Documents and after which the Contractor shall notify the Architect when re-inspection is requested.

The undersigned certifies that all items of work noted herein and all other required scope of Work have been completed in accordance with Contract Documents and is further certifying that the project is ready for final inspection by the Architect. The undersigned acknowledges providing all required close-out documents, including, but not limited to, all affidavits, warranties and a release of liens, to the Architect.

Items not completed shall be summarized by the Contractor in letter form and attached herewith.

The undersigned hereby certifies that he/she shall pay the Owner for any and all expenses incurred by the Architect due to the Contractor’s misrepresentation of completion of punch list items.

Authorized Representative of the Contractor (Print/Type)

Title

Signature Date

THE CONTRACTOR SHALL SEAL THIS PUNCHLIST AS NOTED BELOW:

Contractor’s Corporate Seal Notary Seal

Prepared by: ____________________________ Date: _______________
SECTION 011000 - SUMMARY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Owner-furnished products.
8. Access to site.
9. Coordination with occupants.
10. Work restrictions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification:

**MASONRY RESTORATION**

*Frog Pond Elementary School*

305 Frog Pond Road
Little Egg Harbor, New Jersey 08087
B. Owner:

Little Egg Harbor Township School District
307 Frog Pond Road
Little Egg Harbor, New Jersey 08087

1. Owner's Representative:

Ms. Vickie Tomasco, Business Administrator/Board Secretary
307 Frog Pond Road
Little Egg Harbor, New Jersey 08087

C. Architect:

SPIEZLE ARCHITECTURAL GROUP
120 Sanhican Drive
Trenton, New Jersey 08618

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and generally consists of the following:

1. Work at Frog Pond Elementary School consists of selective removal of the existing CMU veneer, flashing, and insulation down to the existing masonry load-bearing substrate. Improvements include installation of a insulation wall panels, weather barriers, flashings, and veneers. Veneers shall include brick veneer, fiber cement siding and EIFS.

B. Type of Contract:

1. The project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

A. The Work shall be conducted in five (5) phases. Refer to Drawing C-2 for the Phasing Plan locating the areas of work for each Phase.

2. Pre-construction Meeting: June 17, 2016.
B. Project Substantial Completion: Work will commence within ten (10) Calendar Days after receipt of written "Notice to Proceed" and be substantially completed in accordance with the Contract Documents and Contractor’s Construction Schedule for substantial completion of the entire project by September 30, 2016. All time limits stated in the Contract are of the essence.

1. On-site work may begin after June 20, 2016 during normal business hours.
2. The start of the Fall 2016 School Year is September 7, 2016. After the start of the Fall School Year, the Contractor will be not be permitted to work during school hours (7:45 a.m. to 2:45 p.m., Monday through Friday). Any work done after the start of the Fall 2016 School Year will only be permitted from 3:00 p.m. to 11:00 p.m.
3. See the work restrictions section for definition of work hours.

1.6 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.7 ACCESS TO SITE

A. General: The Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

1. Prior to commencing work on site, the Contractor shall meet with the Architect and Owner to review work to be completed, determine its impact on occupied areas and adjacent properties, etc. to distribute necessary guidelines.
2. Designated areas will be established, as necessary, for parking, toilet facilities, special trailers and deliveries, etc.
3. The Contractor and its Employees and its subcontractors are authorized to be on grounds only during the performance of work related to the project.
4. Obey speed limits as posted, or if not posted, not to exceed 10 mph on grounds. Yield to all pedestrian traffic. Do not blow horn unless absolutely necessary. Not all persons on site can be expected to possess good pedestrian skills.
5. Vehicles and operating equipment shall be turned off, locked and secure whenever not in use. All tools and equipment, not removed from the site on a daily basis, shall be secured and kept in the work staging area at the end of the work day. The owner will not assume responsibility for any missing articles.
6. The entire site is a designated no smoking area. All persons associated with construction activities must leave school property to smoke.
7. Do not fraternize with owner’s employees or building occupants while working on site.
8. Facility occupants and employees are not allowed in work areas. Active work areas shall be secured and/or enclosed at all times to prevent occupants and employees from wandering inside.
9. Safety shall be maintained by the Contractor at the job site at all times.
10. Possession and/or consumption of alcoholic beverages or drugs are strictly prohibited on site at all times.
11. Contractor and its personnel are required to report in and out on a daily basis at a location designated by the owner and may be required to sign in and out in a visitor’s log book in the presence of the owner’s staff person of responsible charge. The owner will notify its respective building supervisors and any affected departments when the Contractor and its personnel will be working in any occupied area of the building.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to area(s) as indicated on the drawings or established by approval from the Owner so as not to interfere with facility hours of operations.
2. Owner Occupancy: Allow for Owner occupancy of the Project site and use by the public.
3. Driveways, Walkways and Entrances: Keep driveways, parking garages, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
   c. Contractor is not permitted to use any parking spaces designated for Owner’s staff or visitors. Contractor shall review available on-site parking locations prior to submitting his bid.
   d. Schedule deliveries required during the school year to minimize use of driveways and entrances and to avoid morning and afternoon busing periods.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Maintain heating, ventilation and air conditioning levels in Owner occupied areas of the building throughout the construction period. Repair damage caused by construction operations.

D. The Contractor shall comply with the Owner’s Site Security Programs as administered by the schools, including Contractor badging.

1. Each employee of the Contractor will furnish their picture ID to the Owner to be scanned, then each employee will be supplied a badge by the Owner.
2. Each employee must have a State issued picture ID in order to be assigned a badge.
3. Employees of the contractor may be required to obtain state background checks as required for child abuse security clearance in order to be assigned a badge.
4. Issued badges must be worn at all times while on the construction site. No Contractor will be allowed access to the existing building without a badge and prior approval from the Owner.
5. The Contractor may be fined $250.00 per occurrence for any worker who does not have a proper badge and identification.
1.8 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Provide not less than (72) hours' notice to Owner of activities that will affect Owner's operations. Owner reserves the right to stop the work if it interferes with owner occupied activities critical to the owner’s scheduled operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.

2. Obtain a Certificate of Acceptance from authorities having jurisdiction before limited Owner occupancy.

3. Before limited Owner occupancy, mechanical and electrical systems and equipment shall be fully operational, and required tests and inspections shall be successfully completed.

4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

5. The occupancy of any portion of the Project does not constitute an acceptance of any work as the Project will be accepted as a whole and not in units. Prior to such occupancy, however, the Architect, Owner’s Representative, and the Contractor shall fully inspect the portions of the Project to be occupied, preparing a complete list of omissions of materials, faulty workmanship, or any items to be repaired, torn out, or replaced. The Owner will assume responsibility for damage to premises so occupied of any items not on this list when such damage is due to greater than normal wear and tear, but does not assume responsibility for improper or defective workmanship or materials.

1.9 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Local Noise Ordinance: On weekdays, no outside work shall be performed between the hours of 10:00 p.m. and 8:00 a.m. the following morning. On weekends, no outside work shall be
performed between 6:00 p.m. Saturday night and 8:00 a.m. Monday morning. No outside work shall be performed on legal holidays. Hours are subject to change, contractor shall coordinate with ordinances and regulations by local and governing authorities having jurisdiction.

C. On-Site Work Hours: Work shall be generally performed during the hours of 7:00 a.m. to 3:30 p.m. during Summer recess, Monday through Friday, except as otherwise indicated. After the start of school on September 7, work shall only be performed only during evening and weekend hours as defined below. Work shall only be scheduled when school district staff is on duty at each building. Schedules shall be coordinated with the work schedules of the school district custodial staff in each building.

1. Special Owner Activities: Special activities including testing, after hour meetings, plays, conferences, and presentations will be conducted within the building(s) and on site during and after regular owner operation hours and on weekends during the duration of the project. At these times the Contractor may have limited access to the facility. The Owner will provide these dates to the Contractor as soon as they are known.

2. Weekend Hours: Saturday from 7:00 a.m. to 3:30 p.m., Sunday work will not be allowed, and is subject to approval by the Owner and further subject to ordinances and regulations by local and governing authorities having jurisdiction.

3. Early Morning Hours: 4:00 a.m. to 7:00 a.m., subject to approval by the Owner and further subject to ordinances and regulations by local and governing authorities having jurisdiction. Work during early morning hours is limited to inside work.

4. Evening Hours: 3:00 p.m. to 11:00 p.m., subject to approval by the Owner and further subject to ordinances and regulations by local and governing authorities having jurisdiction.

5. Summer Hours: 7:00 a.m. to 3:30 p.m., Monday through Friday, except as otherwise indicated, subject to approval by the Owner and further subject to ordinances and regulations by local and governing authorities having jurisdiction.

6. School Vacation Hours: 7:00 p.m. to 3:30 p.m., Monday through Friday, except as otherwise indicated, subject to approval by the Owner and further subject to ordinances and regulations by local and governing authorities having jurisdiction.

7. Hours for Utility Shutdowns: Coordinate all utility shutdowns with the owner through the Architect at least 4 weeks prior to the anticipated work. The existing building fire protection system shall not be diminished. Removal of existing devices shall not occur until the new equipment is in place for the switchover.

8. Hours for Core Drilling and other noisy activities, etc. and demolition shall be planned for the least distracting hours of the day and coordinated with the Owner through the Architect. The Owner reserves the right to stop those activities to be deemed excessive until a more appropriate time or day at their discretion.

9. The Contractor shall not schedule deliveries during the school year that conflict with the normal bus drop-off or pick-up times.

10. The Contractor shall comply with the Owner’s Site Security Programs as described in Part 1.10, ‘Access to Site’.

11. Summer recess: From June 16, 2016 to September 7, 2016 year, full-time normal academic activity is suspended, except for routine occupancy of office areas. Increased access for construction purposes will be accommodated although cooperative scheduling of activities is still necessary.

12. All personnel shall dress in clothing appropriate to the work they perform. All personnel are to wear shirts, hardhats, safety shoes, glasses, gloves, masks or respirators, noise
protection devices, and other protective clothing and equipment as required by OSHA standards.

13. For the safety of students, employee staff and the public, the use of a crane to lift any items on the roof cannot be performed over an occupied building. This work must be scheduled and coordinated with the Owner. The Contractor shall provide additional barricades around his crane as required at all times.

14. The Contractor is responsible for maintaining all temporary emergency egress routes. The Contractor shall obtain approval from the Building, Police, Rescue and Fire Departments for all temporary emergency egress routes. The General Contractor shall provide temporary exit signs as required to ensure clearly marked egress routes.

15. The Owner has the right to require disruptive work to be discontinued if affecting the students and employee staff.

D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner and Architect not less than three (3) days in advance of proposed utility interruptions. Provide notification of upcoming utility interruptions at the project meeting immediately preceding the interruption if possible.

2. Obtain Owner's written permission before proceeding with utility interruptions.

E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than three (3) days in advance of proposed disruptive operations. Provide notification of disruptive operations at the project meeting immediately preceding the operations, if possible.

2. Obtain Owner's written permission before proceeding with disruptive operations.

F. Smoking is strictly prohibited in and on school property per NJ State Law, P.L. 1981, c.320. The Owner, Architect reserve the right to dismiss construction personnel found in violation of this restriction.

G. Controlled Substances: Use of tobacco products and other controlled substances within the existing building and on the Project site is not permitted.

H. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

I. Employee Screening: Comply with Owner's requirements for drug, background, and child abuse screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.
1.10 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications uses certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products may be identified by reference keynotes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Unit-cost allowances.
3. Quantity allowances.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.
1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM, UNIT-COST, AND QUANTITY ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight and delivery to Project site.

B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner and/or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.7 UNUSED MATERIALS

A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted. Re-stocking charges will be credited to the Contractor only upon submission to the Architect of written documentation on material supplier’s invoice or letterhead evidencing amount charged.

1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.
3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. AL-1: Lump Sum Allowance: Include a lump sum allowance of fifty thousand dollars ($50,000.00) for use as directed by Architect for Owner's purposes.

B. Upon completion of the project, any of the allowance work not used shall be credited to the Owner against the contract price at the unit price(s) indicated on the Form of Bid Proposal.

END OF SECTION 012100
SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

A. Unit price is an amount proposed by the bidder, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit, exclude taxes, in accordance with General Conditions of the Contract for Construction, Article 7.3.11 and its lower tier paragraphs.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

E. Provide numerical cost amounts for all unit prices listed to reflect the cost associated with the Contract being bid.

F. If a Unit Price does not pertain to a Contract being bid or if there is no cost associated with the Unit Price, Bidders may input either "zero" or "no change" in that space.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1:

B. Unit Price No. 2:

END OF SECTION 012200
SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes 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: Revise 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.

2. Bidders are required to provide numerical cost amounts for all alternates listed to reflect the cost associated with the Contract being bid. If an alternate bid does not pertain to a particular Contract or if there is no cost associated with the alternate, Bidders may input either "zero" or "no change" in that space.

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 revisions 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 referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. AB-1: Brick and EIFS Veneer, Phases 1, 2 and 3

1. Base Bid: In the areas defined as Phases 1, 2, and 3, remove existing masonry veneer, and replace with fiber cement siding, as indicated on the drawings.

2. Alternate: State amount to be “ADDED TO” the base bid to remove the existing masonry veneer, and replace with brick veneer to the height of the existing window sills and replace with EIFS for the remaining height of the walls, including all accessories, equipment, incidentals and associated as indicated, shown and specified.

B. Alternate No. AB-2: EIFS Veneer, Phases 4 and 5

1. Base Bid: In the areas defined as Phases 4 and 5 remove existing masonry veneer, and replace with fiber cement siding, as indicated on the drawings.

2. Alternate: State amount to be “ADDED TO” the base bid to remove the existing masonry veneer, and replace with EIFS for the full height of the walls, including all accessories, equipment, incidentals and associated as indicated, shown and specified.

C. Alternate No. AB-3: Brick and EIFS Veneer, Phases 4 and 5

1. Base Bid: In the areas defined as Phases 4 and 5, remove existing masonry veneer, and replace with fiber cement siding, as indicated on the drawings.

2. Alternate: State amount to be “ADDED TO” the base bid to remove the existing masonry veneer, and replace with brick veneer to the height of the existing window sills and replace with EIFS for the remaining height of the walls, including all accessories, equipment, incidentals and associated as indicated, shown and specified.

END OF SECTION 012300
SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Section 012100 "Allowances" for products selected under an allowance.
2. Section 012300 "Alternates" for products selected under an alternate.
3. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.  Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2.  Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

2.  Documentation: Show compliance with requirements for substitutions and the following, as applicable:
a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within (15) days of receipt of request, or (7) days of receipt of additional information or documentation, whichever is later.

b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than (15) days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Substitution request is fully documented and properly submitted.
   c. Requested substitution will not adversely affect Contractor's construction schedule.
   d. Requested substitution has received necessary approvals of authorities having jurisdiction.
   e. Requested substitution is compatible with other portions of the Work.
   f. Requested substitution has been coordinated with other portions of the Work.
   g. Requested substitution provides specified warranty.
   h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed, unless otherwise indicated.

C. Substitutions for Convenience: Architect will consider requests for substitution if received within (30) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect
will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

b. Requested substitution does not require extensive revisions to the Contract Documents.

c. Requested substitution is consistent with the Contract Documents and will produce indicated results.

d. Substitution request is fully documented and properly submitted.

e. Requested substitution will not adversely affect Contractor's construction schedule.

f. Requested substitution has received necessary approvals of authorities having jurisdiction.

g. Requested substitution is compatible with other portions of the Work.

h. Requested substitution has been coordinated with other portions of the Work.

i. Requested substitution provides specified warranty.

j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

   b. Include costs of labor and supervision directly attributable to the change.

   c. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Include costs of labor and supervision directly attributable to the change.
4. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
5. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES


1.7 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Change Directives contain a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. The Contractor shall be responsible to obtain verification from the Owner’s designee, or other appointed representative on a daily basis.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

 PART 2 - PRODUCTS (Not Used)

 PART 3 - EXECUTION (Not Used)

 END OF SECTION 012600
SECTION 012900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor’s Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
   a. Application for Payment forms with Continuation Sheets.
   b. Submittals Schedule.
   c. Contractor's Construction Schedule.

2. Submit the Schedule of Values showing a complete breakdown of labor and materials of all components of the work, including that of the Subcontractors, to Architect within (21) twenty one days of the written Notice to Proceed and no later than (7) seven days before the date scheduled for submittal of initial Applications for Payment. The Schedule of Values shall be subject to the satisfaction of the Architect including that of the Subcontractors listed on the “Contractor’s Subcontractor List” before the date scheduled for submittal of initial Applications for Payment.

3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Submit draft of AIA Document G703 Continuation Sheets.

3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Change Orders (numbers) that affect value.
   d. Dollar value.
   
   1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, as built documents, closeout documents, and demonstration and training in the amount of (2) two percent of the Contract Sum.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site (and agreed upon items already approved for storage off-site). Include evidence of insurance or bonded warehousing.

7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
b. Claims for escalation from prices submitted at the time of bid for work included in the original scope of work at the time of bid, including alternate bid and unit prices, will be prohibited.

10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.


D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the approved Schedule of Values and Contractor's Construction Schedule. Use approved updated schedules if revisions were made.
2. Include amounts of approved Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit (3) three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. With each Application for Payment submit the following:

1. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment;
   a. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item;
   b. When an application shows completion of an item, submit final or full waivers;
c. Owner reserves the right to designate which entities involved in the Work must submit waivers;
d. Delete subparagraph below and insert a specific form or special requirements where predetermined. See Evaluations;
e. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner;

2. Affidavits with respect to the absence of claims and liens as to the payment of all employees and Subcontractors;
3. Certified payroll records for the applicable period submitted directly to Owner.
4. Certifications that all Subcontractors have been paid any amount due from any previous progress payment and shall be paid all amounts due from the current progress payment or in a particular case that there exists a valid basis under the terms of the Subcontractor’s contract to withhold payment from the Subcontractor (in which case all supporting details shall be provide); and
5. Other attachments requested.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices as provided in the Contract Documents.
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
11. Initial progress report.
13. Certificates of insurance and insurance policies.
15. Data needed to acquire Owner's insurance.
16. Initial settlement survey and damage report if required.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
MASONRY RESTORATION
FROG POND ELEMENTARY SCHOOL
LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
COMMISSION NO. 16K010

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that fees and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Certification of paid wages in accordance with New Jersey Prevailing Wage Act.
10. Contractor’s “As-Built” drawings on Mylar.
11. Maintenance Manuals and Instructions.
12. Special written guarantees and warranties in addition to the two-year guarantee covered by the Maintenance Bond. Guarantee shall be signed and sealed by an Officer of the Contracting firm and shall be notarized.
13. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
15. Completed Punchlist signed and sealed by the Contractor’s authorized representative and notarized.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 and Technical Specifications, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Information (RFI’s)

B. The contractor and its Subcontractors shall participate in coordination requirements as described herein.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking information, interpretation or clarification of the Contract Documents.

1.4 FIELD SUPERVISION

A. The Contractor shall have a **full time** superintendent present on site to supervise its work and that of its Subcontractors. At no time shall the Contractor or its Subcontractors be working on the Project without the Contractor's superintendent present. The Contractor shall submit the name of its Superintendent to the Architect prior to commencement of work.

B. Field Supervisor shall be fluent in the English language to ensure full communications can be achieved during daily operations between Contractor, Architect, and Owner.

1.5 COORDINATION

A. Coordination: Contractor shall coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for
proper installation, connection, and operation. The Contractor shall be responsible for being the supervisor, manager, overseer, coordinator and expeditor of its Subcontractors. The Contractor shall have included in its bid a sufficient cost amount to furnish such administrative and supervisory duties.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

5. Closely coordinate with work being performed concurrently in the same area by other contractors under contract with the owner especially where components are being supplied under one contract and installed under another to insure efficient completion of the work.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work and activities is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.

2. Preparation of the Schedule of Values.

3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.

5. Progress meetings.

6. Preinstallation conferences.

7. Project closeout activities.

8. Startup and adjustment of systems.

1.6 COORDINATION DRAWING SUBMITTALS

A. The Contractor shall submit copies of the minutes of the weekly coordination meeting to the Owner and Architect on a weekly basis.

B. Coordination drawings will be prepared in a joint effort by the Contractor, its Subcontractors, and contractors working for the owner under separate contract that are performing work related to the work of this contract to avoid material and equipment installation interference as well as
project delays. The coordination drawings will clearly indicate locations, dimensions, and elevations including, but not limited to, duct work, insulation, mechanical equipment, electrical conduit, structural steel, penetrations, lintels, etc. Additionally any Contractor requiring a penetration to be made in wall, floor and or roof shall identify the required opening size and location. The size and type of lintel required for the penetration is also required. Each Contractor is responsible for laying out their necessary wall or roof penetrations.

C. The Contractor will coordinate a meeting between its subcontractors and contractors working for the owner under separate contract that are performing work related to the work of this contract to finalize the coordination review. Upon the final review as to the accuracy of the coordination drawings, the Contractor’s representative who has written authorization from the President of the Company or Corporation to approve and sign-off on the coordination drawings will sign and date the coordination drawings. The Contractor will then submit copies of the signed and dated coordination drawing to the Architect for review. The signed coordination drawings shall be submitted to the Architect within (60) sixty calendar days from the date of Letter of Intent. Any Contractor that fails to furnish completed coordination drawings within the time specified shall be subject to liquidated damages and be financially responsible for removals, repairs, patching, etc. caused by failure to provide coordination drawings at the time needed in coordination with the Contractor’s Construction Schedule.

D. As the work progresses, the Contractor shall familiarize itself with the work to be done by others in so far as it affects its work and shall promptly give such information to others as affects their mutual interests. The Contractor shall notify the Architect of any condition that might prevent the satisfactory completion of their work.

E. The Contractor shall coordinate its shop drawings with those of all other Contractors working in the area. Coordination drawings shall be the mutual responsibility of all Contractors and Subcontractors involved. Any Contractor or its Subcontractor not coordinating its work with others will be responsible for any additional costs arising from lack of coordination. In the case of conflict between Contractors and subcontractors, the Architect will have the final decision in accordance with the General Conditions of the Contract for Construction. Any Contractor that fails to supply the proper sizes and locations shall be financially responsible for consequential corrective work.

F. Coordination Drawing Organization: Organize coordination drawings as follows:

1. New equipment: Show locations of new openings in the roof deck and new equipment curbs required for new mechanical equipment being supplied under a separate contract running concurrently with the work of this contract. Show the location and routing of all new utilities required.

2. Modification of existing equipment: Show the new locations of equipment being moved and modifications required to connect to existing components. Account for proper support, connections, and flashings.

3. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared
in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.

4. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section "Submittal Procedures."

G. Key Personnel Names: Within (10) ten days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in temporary field office. Distribute the list to all key personnel in charge. Keep list current at all times.

1.7 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.8 PROJECT MEETINGS

A. Job Meetings shall be held at the Site, or elsewhere as designated by the Architect, at least twice per month on a prescribed date and time of each month, or more often, as directed and required by the Architect.

B. It will be mandatory for the President of the Company or Corporation of the Contractor to be present or have its representative present who has written authorization from the President of the Company or Corporation to approve and sign-off on updated Contractors’ Construction Schedule, etc. at every Meeting unless previously excused by the Architect. Non-attendance of any Job Meetings shall result in a deduction of the Contractor’s Contract amount of FIVE HUNDRED ($500.00) DOLLARS per unattended Meeting. A Contractor more than fifteen (15) minutes late to any meeting shall be viewed as not in attendance.

C. General: Architect will Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Architect will inform the Owner and Contractors whose presence is required, of date and time of each meeting. Contractor will inform its Subcontractors, suppliers, participants and others involved whose presence is required of scheduled meeting dates and times.

2. Minutes: Architect will record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including Owner and Architect, within (7) seven days of the meeting.
D. Preconstruction Conference: Architect will schedule a preconstruction conference before commencement of construction, at a time convenient to Owner, and Architect, but no later than (15) fifteen days after execution of the Agreement. The conference will be held at Project site or another convenient location. Meeting will be conducted to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Discuss items of significance that could affect progress, including the following:

   a. Tentative construction schedule. Contractor shall bring a draft copy of a Schedule of Construction for review and coordination.
   b. Phasing.
   c. Critical work sequencing and long-lead items.
   d. Designation of key personnel and their duties.
   e. Procedures for processing field decisions and Change Orders.
   f. Procedures for RFPs.
   g. Procedures for testing and inspecting.
   h. Procedures for processing Applications for Payment.
   i. Distribution of the Contract Documents.
   j. Submittal procedures.
   k. Preparation of Record Documents.
   l. Use of the premises and existing building.
   m. Work restrictions.
   n. Owner's occupancy requirements.
   o. Sequence of work to ensure uninterrupted progress of the facility.
   p. Responsibility for temporary facilities and controls.
   q. Construction waste management and recycling.
   r. Parking availability.
   s. Office, work, and storage areas.
   t. Equipment deliveries and priorities.
   u. First aid.
   w. Progress cleaning.
   x. Working hours.

3. Minutes: Architect will record and distribute meeting minutes.

E. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

2. Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Possible conflicts.
i. Compatibility problems.
j. Time schedules.
k. Weather limitations.
l. Manufacturer's written recommendations.
m. Warranty requirements.
n. Compatibility of materials.
o. Acceptability of substrates.
p. Temporary facilities and controls.
q. Space and access limitations.
r. Regulations of authorities having jurisdiction.
s. Testing and inspecting requirements.
t. Installation procedures.
u. Coordination with other work.
v. Required performance results.
w. Protection of adjacent work.
x. Protection of construction and personnel.

3. Installer shall record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.

4. Installer shall distribute minutes of the meeting to each party present and to parties who should have been present.

5. **Do not proceed with installation** if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

F. **Job Meetings:** The Architect conduct progress meetings at the site or elsewhere as designated by the Architect for each project at least twice per month on a prescribed date and time of each month, or more often, as directed and required by the Architect. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized, by the president of the company or corporation, to conclude matters relating to the Work.

2. Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.
2) Briefly state points to make a matter of record.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) RFIs.
16) Status of proposal requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

3. Minutes: Architect will record.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

a. Schedule Updating: The Contractor will revise Contractor's Construction Schedule at least once per month after each job meeting where revisions to the schedule have been made or recognized and when requested by the Architect. Issue revised schedule concurrently with the report of each meeting or within 4 days of Architect’s request.

G. Coordination Meetings: The Contractor shall conduct mandatory Project coordination meetings at least weekly intervals on a prescribed date and time week, or more often, as directed and required by the Architect. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to representatives of each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

   a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

   b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting. The Schedule will be reviewed at each regularly scheduled job meeting or when specifically requested by the Architect.

   c. Review present and future needs of each contractor present, including the following:

      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access.
      7) Site utilization.
      8) Temporary facilities and controls.
      9) Work hours.
     10) Hazards and risks.
     11) Progress cleaning.
     12) Quality and work standards.
     13) Change Orders.
     14) Review and establishing needed coordination drawings

3. Reporting: General Contractor shall record meeting results and distribute copies to everyone in attendance, Architect, Owner, and to others affected by decisions or actions resulting from each meeting.

1.9 REQUESTS FOR INFORMATION (RFIs)

   A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request information at Project meeting, prepare and submit an RFI in the form specified included in Section 009000.
1. RFIs shall originate with the Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
3. If 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.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
   1. Project name.
   2. Date.
   3. Name of Contractor.
   5. RFI number, numbered sequentially.
   6. Specification Section number and title and related paragraphs, as appropriate.
   7. Drawing number and detail references, as appropriate.
   8. Field dimensions and conditions, as appropriate.
   9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   10. Contractor's signature.
   11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
      a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs: in the form specified included in Section 009000.
   1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with the same content as indicated above.
   1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow (7) seven calendar days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
   1. The following RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for coordination information already indicated in the Contract Documents.
      d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Architect's actions on submittals.
f. Incomplete RFIs or RFIs with numerous errors.

2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Contract Modification Procedures.
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within (10) ten days of receipt of the RFI response.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within (5) five days if Contractor disagrees with response.

G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number prepared using Microsoft Excel or approved equal. Submit log at least monthly, at each job meeting or when specifically requested by the Architect. Include the following:
   1. Project name.
   2. Name and address of Contractor.
   3. Name and address of Architect.
   4. RFI number including RFIs that were dropped and not submitted.
   5. RFI description.
   6. Date the RFI was submitted.
   7. Date Architect's response was received.
   8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Field condition reports.
4. Special reports.

1.3 SUBMITTALS

A. Submittals Schedule: Submit (3) three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Schedule dates for purchasing.
7. Scheduled date for Architect's final release or approval.

B. Contractor's Construction Schedule: Submit (2) two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

C. Field Condition Reports: Submit (2) two copies at time of discovery of differing conditions.

D. Special Reports: Submit (2) two copies.

1.4 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, delivery and installation when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Include submittals required during the first 60 sixty days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for Notice to Proceed to date of Substantial and Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
2. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion and for inspections.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Work under More Than One Contract: Include a separate activity for each contract.
2. Area Separations: Identify each major area of construction.

D. Milestones: Include any milestones indicated in the Contract Documents, in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor shall, within (15) fifteen calendar days after issuance of a Notice to Proceed, submit a draft Contractor’s Construction Schedule detailing logic, tasks and durations along with a detailed submittal schedule to the Architect.

B. Schedule: The General Contractor shall submit a comprehensive, fully developed, Contractor's Construction Schedule detailing logic, tasks and durations related to all work of the entire Project. The schedule shall not exceed time limits current under the Contract Documents for substantial completion of the Project.

C. Preparation: Indicate each significant construction activity separately. Identify first workday of each week through to completion.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for information in Section 009000 Project Forms, Form 009215 Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within a week of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: Update schedule to reflect actual construction progress and activities and to recommend changes in the sequencing and scheduling. Issue schedule (1) one week before each regularly scheduled progress meeting.

B. The updated Contractors’ Construction Schedule will be reviewed at each Job Meeting.

C. In the absence of a signed change order approving an extension of time, all Contractor Construction Schedule updates must show substantial completion date(s) consistent with the date(s) required in Section 011000 – Summary, paragraph 1.5.B or Section 006230 – Supplementary Conditions, paragraph 8.1.5. Changes in logistics 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(s) responsible shall, in coordination, and consultation with all other Contractors, will develop a recovery plan to revise logistics, 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.

END OF SECTION 013200
SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Preconstruction photographs.
   2. Periodic construction photographs.
   3. Final completion construction photographs.

B. Related Requirements:
   1. Section 013300 "Submittal Procedures" for submitting photographic documentation.
   2. Section 017700 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.
   3. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.
   4. Section 024119 "Selective Demolition" for photographic documentation before selective demolition operations commence.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building for Architect’s notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation. Architect shall select a minimum of (6) six views to be photographed and included with each Application for Payment.

B. Digital Photographs:
   1. Digital Camera: Minimum sensor resolution of 8 megapixels.
   2. Format: Minimum resolution of 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
   3. Identification: Provide the following information with each image description in file metadata tag:
      a. Date photograph was taken.
b. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

c. Unique sequential numerical identifier.

1.4 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner and Architect for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA


PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.

2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.

C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.

1. Take a sufficient number of photographs to show existing conditions adjacent to property before starting the Work.

2. Take a sufficient number of photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.

3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
D. Periodic Construction Photographs: Take photographs at regular intervals throughout construction to document regular progress and major milestone, including but not limited to:

1. Roofing activities including existing conditions, tear-off and installation.

E. Submit periodic construction photographs with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

F. Architect-Directed Construction Photographs: From time to time, the Architect may instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

G. Final Completion Construction Photographs: Take color photographs after date of Substantial Completion for submission as project record documents.

1. 

H. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.

1. In emergency situations, take additional photographs within 24 hours of request.
2. Circumstances that could require additional photographs include, but are not limited to, the following:

   a. Special events planned at Project site.
   b. Immediate follow-up when on-site events result in construction damage or losses.
   c. Substantial Completion of a major phase or component of the Work.
   d. Extra record photographs at time of final acceptance.

END OF SECTION 013233
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 and Technical Specifications, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other Submittals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect's responsive action.

B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings may be conditionally available from the Architect for Contractor's use in preparing Submittals by a jointly signed indemnity agreement.

B. Coordination: Coordinate preparation and processing of Submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other Submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of Submittals for related parts of the Work so processing will not be delayed because of need to review Submittals concurrently for coordination.

   a. Architect reserves the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.

C. Submittals Schedule: Submit (3) three copies of schedule. Arrange the following information in a tabular format:

   1. Scheduled date for first Submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

D. Processing Time: Allow enough time for Submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of a fully prepared and complete Submittal. No extension of the Contract Time will be authorized because of failure to transmit Submittals enough in advance of the Work to permit processing, including re-submittals.

1. Initial Review: Allow (14) fourteen calendar days for initial review of each Submittal. Allow additional time to permit coordination if coordination with subsequent Submittals is required. The Architect will advise Contractor when a Submittal being processed must be delayed for coordination.
2. Sequential Review: Where sequential review of Submittals by Architect's consultants, Owner, or other parties is indicated, allow (21) twenty one calendar days for initial review of each Submittal.
3. If second or re-submittal is required, process in the same manner as the initial submittal.
4. If an additional re-submittal is required, process it in same manner as initial submittal. The Contractor shall also be responsible for additional Architect/Engineer review fees incurred by the Owner in the amount of two hundred fifty $250.00 dollars per each occurrence which will be back-charged to the Contractor's Contract amount.

E. Identification: Attach Form 009310 Submittal Cover Sheet, included in the Project Manual, with each Submittal for identification.

1. Indicate name of firm or entity that prepared each Submittal in title block.
2. Provide a space not less than 6 by 8 inches on label or beside title block to record Contractor's review and approval stamp, markings, date and Contractor's signature, and action taken by the Architect and its Consultants.
3. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name of Contractor.
   d. Name of subcontractor.
   e. Name of supplier.
   f. Name of manufacturer.
   g. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall include the Specification Section number followed by a decimal point and then a sequential article number (e.g., 06100.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
   h. Number and title of appropriate Specification Section.
   i. Other necessary identification.
F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on Submittals.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form along with a submittal cover sheet, Form 009310 – Submittal Cover Sheet, included in the Project Manual. The Architect will return submittals, without review, received from sources other than the Contractor.

1. Transmittal Form: Provide on form, the following information:
   a. Project name:
   b. Date.
   c. Destination (To:).
   d. Source (From:).
   e. Specification Section number and title.
   f. Transmittal number, numbered consecutively.
   g. Submittal and transmittal distribution record.
   h. Remarks.
   i. Signature of transmitter.

H. Re-submittals: Make re-submittals in same form and number of copies as initial Submittal.

1. Note date and content of previous Submittal.
2. Note date and content of revision in label or title block. Clearly indicate extent of revision from previous submittal.
3. Resubmit submittals until they are marked "approved" or “approved as noted”.

I. Distribution: Furnish copies of final submittals to manufacturers, Subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final Submittals with mark indicating "approved" or “approved as noted” from Architect's action stamp.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

A. General: At Contractor's written request, copies of Architect's CAD files may be conditionally provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

1. Contractor will be required to sign an Indemnification and Hold Harmless Agreement in form provided by the Architect for the use of original electronic information created by the Architect.

2. Electronic files will be provided only for the specific purpose of providing a reference document to the Contractor to be used for backgrounds for the completion by the Contractor of shop drawings only.
3. The Contractor shall agree the electronic information is for reference purposes only and that the Architect provided no warranty of any kind, written or implied, as to the completeness or accuracy of the electronic files.

4. The Contractor shall agree to hold all information contained in the electronic file confidential and protect it against use by others.

5. The Contractor shall be required to indemnify and hold harmless the Architect, its principals and employees in accordance with all terms and conditions listed in the Architect’s Indemnification and Hold Harmless Agreement.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a Schedule of Submittals, arranged in chronological order by dates required by construction schedule to the Architect. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with the Schedule of Values, and Contractor’s Construction Schedule.

2.2 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single Submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for Submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each Submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's written product specifications.
   c. Manufacturer's written installation instructions.
   d. Standard color charts.
   e. Manufacturer's catalog cuts.
   f. Standard product operation and maintenance manuals.
   g. Compliance with specified referenced standards.
   h. Testing by recognized testing agency.
   i. Application of testing agency labels and seals.

4. Submit Product Data concurrent with Samples.
C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Templates and patterns.
   f. Design calculations.
   g. Compliance with specified standards.
   h. Notation of coordination requirements.
   i. Notation of dimensions established by field measurement.
   j. Relationship to adjoining construction clearly indicated.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

E. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2.3 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

   1. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination".

C. Contractor's Construction Schedule: Comply with requirements specified in Division 00 Section “Supplementary Conditions”, Division 01 Section “Construction Progress Documentation”.

D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

E. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

F. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

   1. Preparation of substrates.
   2. Required substrate tolerances.
   3. Sequence of installation or erection.
   4. Required installation tolerances.
   5. Required adjustments.
   6. Recommendations for cleaning and protection.

G. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

   1. Name, address, and telephone number of factory-authorized service representative making report.
   2. Statement on condition of substrates and their acceptability for installation of product.
   3. Statement that products at Project site comply with requirements.
   4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
   6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

H. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage. Submit insurance in accordance with Division 01 Section 006230 – “Supplementary Conditions”.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each Submittal and check for coordination with other work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp, sign and date before submitting to Architect.

B. Approval Stamp: Stamp each Submittal with a uniform, approval stamp. Include Project name and location, Submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that Submittal has been reviewed, checked, and approved for compliance with the Contract Documents along with the Contractor's original signature.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review Submittals that do not bear Contractor's approval stamp, date and signature, and will return them without action.

B. Action Submittals: Architect will review each Submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each Submittal with an action stamp and will mark stamp appropriately to indicate action taken.

C. Informational Submittals: Architect will review each Submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each Submittal to appropriate party.

D. Partial Submittals are not acceptable, will be considered non-responsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed.

END OF SECTION 013300
SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

G. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.8 QUALITY CONTROL

A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

END OF SECTION 014000
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. “In Kind”: Identical to the existing item, with all the same features, finishes, options, etc.

H. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

I. "Provide": Furnish and install, complete and ready for the intended use.

J. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if
bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

7. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
8. ACA - American Concrete Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
12. AGA - American Gas Association; www想了.org.
16. AIA - American Institute of Architects (The); www.aia.org.
26. ARRI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
REFERENCES

29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
40. AWPA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwfbadminton.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.cec.org.
52. CFFA - Chemical Fabrics & Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CRRC - Cool Roof Rating Council; www.coolroofs.org.
61. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
62. CSA - Canadian Standards Association; www.csa.ca.
63. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
64. CSI - Construction Specifications Institute (The); www.csinet.org.
65. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
66. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
67. CWCC - Composite Wood Council; (See CPA).
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; www.ecianline.org
74. EIA - Electronic Industries Alliance; (See TIA).
77. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
81. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
89. GS - Green Seal; www.greenseal.org.
90. HI - Hydraulic Institute; www.pumps.org.
91. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
92. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. IAS - International Accreditation Service; www.iasonline.org.
97. IAS - International Approval Services; (See CSA).
98. ICBO - International Conference of Building Officials; (See ICC).
100. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
101. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
102. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
104. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
105. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
106. IESNA - Illuminating Engineering Society of North America; (See IES).
107. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
112. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
113. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
114. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
116. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
117. ITU - International Telecommunication Union; www.itu.int/home.
118. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
119. LMA - Laminating Materials Association; (See CPA).
120. LPI - Lightning Protection Institute; www.lightning.org.
122. MCA - Metal Construction Association; www.metalconstruction.org.
127. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
131. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
135. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
136. NCMA - National Concrete Masonry Association; www.ncma.org.
140. NEMA - National Electrical Manufacturers Association; www.nema.org.
141. NETA - InterNational Electrical Testing Association; www.netaworld.org.
142. NFHS - National Federation of State High School Associations; www.nfhs.org.
144. NFPA - NFPA International; (See NFPA).
147. NLGA - National Lumber Grades Authority; www.nlga.org.
148. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
150. NRCA - National Roofing Contractors Association; www.nrca.net.
152. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
155. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
157. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
REFERENCES

158. PDI - Plumbing & Drainage Institute; www.pdionline.org.
159. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
163. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
164. SCTE - Society of Cable Telecommunications Engineers; www.skte.org.
165. SDI - Steel Deck Institute; www.sdi.org.
166. SDI - Steel Door Institute; www.steeldoor.org.
168. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
170. SIJ - Steel Joist Institute; www.steeljoist.org.
171. SMA - Screen Manufacturers Association; www.smainfo.org.
172. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
173. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
175. SPIB - Southern Pine Inspection Bureau; www.spib.org.
183. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
186. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
187. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
188. TMS - The Masonry Society; www.masonrysociety.org.
189. TPI - Truss Plate Institute; www.tpinst.org.
190. TPI - Turfgrass Producers International; www.turffrassod.org.
191. TRI - Tile Roofing Institute; (Formerly: National Tile Roofing Manufacturing Association); www.tileroofing.org.
192. UBC - Uniform Building Code; (See ICC).
194. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
195. USAV - USA Volleyball; www.usavolleyball.org.
199. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
202. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
203. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
204. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
205. WPA - Western Wood Products Association; www.wwpa.org.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; http://eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; http://dodssp.daps.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas Forest Service; Forest Resource Development and Sustainable Forestry; http://txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 and Technical Specifications, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Specific administrative and procedural minimum actions are specified in this Section, as extensions of provisions in General Conditions and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this Section is intended to limit types and amounts of temporary work required, and no omission from this Section will be recognized as an indication by Architect or its Engineers that such temporary activity is not required for successful completion of the Work and compliance with requirements of Contract Documents. Provisions of this Section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions, and support facilities, etc.

C. The types of temporary support facilities required and to be provided includes, but not by way of limitation, security, field offices, storage sheds, fabrication sheds, sanitary facilities, drinking water, water distribution, drainage, dewatering equipment, temporary heating, cooling, ventilation, electrical power distribution, lighting, enclosure of work, hoisting facilities, ladders, scaffolds, stairs ramps, access ways and roads, first aid facilities, bulletin board, private and public telephones, clocks, thermometer, project identification signs, cleanup facilities, dumpsters and waste disposal services, rodent/pest control and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site including Owner's construction forces, Clerk-of-the-Works ---or--- Construction Manager's, Architect's and Engineers' personnel. Include moving, relocation and reinstallation as may be required to accommodate construction progress. Discontinue and remove temporary support facilities, and make incidental similar use of permanent work of the project, only when and in manner authorized by the Architect; and, if not otherwise indicated, immediately before time of Substantial Completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.
1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 QUALITY ASSURANCE

A. General: In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").

B. ANSI Standards: Comply with applicable provisions of ANSI A10-Series standards on construction safety.


D. Environmental Impact Statement: Comply with provisions of Owner's committed EIS, for development and operation of temporary facilities and construction activities.

E. Conservation: In compliance with Owner's policy on energy/materials conservation, install and operate temporary facilities and perform construction activities in manner which reasonably will be conservative and avoid waste of energy and materials including water.

F. ADA and ICC/ANSI Compliance: Construction for this Project must comply with the Americans with Disability Act (ADA) of 2009 and ICC/ANSI A117.1.

G. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
H. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. Establish and initiate the use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.

C. Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

D. Installers shall verify clearances of all paths at job site leading to final installation locations, and break down the final product components into component assemblies sized accordingly to negotiate all corners, turns, etc., in the path to its final installation location.

E. Contractors will provide their own extension cords, hoses, etc. as required for their work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pavement: Comply with requirements in Pavement Sections.

B. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.76-mm-) (9 gage) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails. Include gates for both personnel and trucks with locks held under strict security control.

C. Materials for Temporary Work: Lumber, plywood, gypsum board, insulation, paints, etc. required for temporary work shall comply with corresponding specification sections and applicable codes and regulations of in effect at the Project location by authorities having jurisdiction.
2.2 TEMPORARY FACILITIES

A. Field Offices: Contractor shall not be permitted to have a field office or trailer on site during the Work.

B. Storage Sheds: Contractor shall be allowed to have one (1) storage shed on site. The shed will be located next to the existing, Owner’s barn on the property.

2.3 FIRE PROTECTION PROVISIONS

A. Fire Extinguishers: Provide fire protection equipment during the entire construction period as required by the authority having jurisdiction of types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at Project site. Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures. Post warning and quick instructions at each extinguisher location, and instruct personnel at Project site, at time of their first arrival, on proper use of extinguishers and other available facilities at Project site. Post local fire department call number on each telephone instrument at Project site.

2.4 TEMPORARY UTILITY SERVICES

A. The types of services required include, but not by way of limitation, sewers and drainage, water, sanitary, surface drainage, electrical power, lighting. Where possible and reasonable, connect to existing franchised utilities for required services; and comply with service companies' recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.
1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sanitary Facilities: Provide temporary self-contained toilet units with provisions to remove effluent lawfully, wash facilities, and drinking water with cups for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. The Contractor shall be limited to two (2) units, which will be located adjacent to the Owner’s existing barn on the property.

C. TEMPORARY WATER SERVICE:

1. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

   a. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

D. TEMPORARY ELECTRIC SERVICE:

1. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

   1. Provide incombustible construction for sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.

   2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Existing Roads and Paved Areas: Maintain existing roads and paved areas as required for construction operations. Locate temporary roads and paved areas as directed and within construction limits if required to bring materials to the building structure.

   1. Provide dust-control treatment that is non-polluting and non-tracking. Reapply treatment as required to minimize dust.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for emergency and fire-fighting equipment and access to fire hydrants.

D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

F. Project Identification and Temporary Signs: General Contractor shall provide Project identification and other signs. Install signs where directed to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted. Engage an experienced sign painter to paint graphics on sign as indicated. Construct sign of treated wood framing and posts, and 3/4” plywood panels of exterior type Grade B-C sanded 2 sides. No other signs will be permitted at the Site. Remove the project identification and temporary signs at the completion of the project.

1. Provide project identification sign showing name of the Project, Owner, Architect, Engineers, and Contractor. Sign shall be eight feet wide by eight feet high. Top of sign shall be twelve feet high. Owner or Architect shall provide a PDF image that the Contractor shall use for the identification sign.
2. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touchup signs so they are legible at all times.


1. The Contractor shall provide waste-collection containers for use by all construction personnel to deposit all rubbish, debris, boxes, crates, etc. The Contractor shall remove and properly dispose of the contents of the waste-collection containers as necessary to keep the progress of the job moving.
2. The Contractor shall maintain the construction areas as clean as the progress of the work will permit.
   a. Contractor will clean up all its waste materials, rubbish and debris on a daily basis.
   b. Contractor will place its waste materials, rubbish and debris outside of building in the waste-collection containers on a daily basis.
   c. Contractor will broom clean the building a minimum of once a week.
   d. Contractor will be responsible to keep the public streets, roadway access, construction area, etc. clean and free of debris, mud, snow, ice, materials, etc. at all times during the entire period of construction. If the Contractor does not adhere to this requirement, the Owner will engage a water power sweeping contractor to thoroughly clean the area and will back charge the General Contractor for all costs involved.
3. Upon Substantial Completion, the Contractor shall completely clean the entire Project. The cleaning shall include, but is not limited to, cleaning of all surfaces, finishes, equipment, fixtures, sidewalks, driveway, parking lots, etc. The building and grounds and surrounding areas shall be left in a condition acceptable to the Owner.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Contractor shall provide facilities, establish procedures, and conduct construction activities in a manner which will ensure compliance with Owner’s environmental impact statement and other regulations controlling construction activities at Project site. Contractor shall designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of Project site and will be responsible to maintain acceptable environmental conditions at all times during the construction period.

2. Contractor shall apply and pay for all necessary environmental permits as required.

B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to project requirements and requirements of authorities having jurisdiction.

1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

C. Storm water Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains.

D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
MASONRY RESTORATION
FROG POND ELEMENTARY SCHOOL
LITTLE EGG HARBOR TOWNSHIP SCHOOL DISTRICT
COMMISSION NO. 16K010

F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering the work area except by pedestrian and equipment entrance gates.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations and as may be indicated on Drawings.

2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of the Contractor. Owner reserves right to take possession of Project identification signs.

2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Closeout Procedures.

END OF SECTION 015000
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, purchased for Project. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.

3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design" “or approved equal”, including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
1.4 SUBMITTALS

A. Substitution Requests: Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use Form “Submittal Matrix for Substitution Evaluation As Approved Equal” included in Section 009000 – Project Forms. An example copy is included at the end of this Section.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
   a. Statement indicating why specified material or product is not being provided.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Samples, where applicable or requested.
   f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
   g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   h. Research/evaluation reports evidencing compliance with building code(s) in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
   i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
   j. Cost information, including a proposal of change, if any, in the Contract Sum.
   k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
   l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within (14) fourteen days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within (21) twenty one days of receipt of request, or (14) fourteen days of receipt of additional information or documentation, whichever is later.
   a. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
B. Comparable Product Requests: Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within (14) fourteen days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within (21) twenty one days of receipt of request, or (14) fourteen days of receipt of additional information or documentation, whichever is later.

   a. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

   1. Contractor is responsible for providing products and construction methods compatible with products and construction methods of Owner's own forces and other separate Contractors.
   2. If a dispute arises between Contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and in accordance with manufacturer’s written instructions.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for all products, for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms of warranty are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Specification Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures" and as required by specific Sections in the Project Manual.
PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
7. Or Approved Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 Article "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
2. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product.
4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
5. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
   a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
   b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Architect will consider requests for substitution if received within (15) fifteen days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   1. Requested substitution offers Owner a substantial advantage in cost, time, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   2. Requested substitution does not require extensive revisions to the Contract Documents.
   3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   4. Substitution request is fully documented and properly submitted.
   5. Requested substitution will not adversely affect Contractor's Construction Schedule.
   6. Requested substitution has received necessary approvals of authorities having jurisdiction.
   7. Requested substitution is compatible with other portions of the Work.
   8. Requested substitution has been coordinated with other portions of the Work.
   9. Requested substitution provides specified warranty.
   10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

PART 3 - EXECUTION

3.1 Example Form 009315 - “Submittal Matrix for Substitution Evaluation as Approved Equal” is attached at the end of this Section.
### SUBMITTAL MATRIX FOR EVALUATION OF SUBSTITUTION AS APPROVED EQUALS

#### Sample

<table>
<thead>
<tr>
<th>Specifications-Overhead Door</th>
<th>Product Specified</th>
<th>Proposed Equal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer Raynor-Tru-Core</td>
<td>Raynor Tru-Core</td>
<td></td>
</tr>
<tr>
<td>Door Sections</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Gauge</td>
<td>26 Gauge</td>
<td></td>
</tr>
<tr>
<td>Insulation</td>
<td>2-7/8 expanded polystyrene</td>
<td></td>
</tr>
<tr>
<td>End Stiles</td>
<td>14 gauge</td>
<td></td>
</tr>
<tr>
<td>U-value</td>
<td>.12</td>
<td></td>
</tr>
<tr>
<td>Finish</td>
<td>2 Coats baked</td>
<td></td>
</tr>
<tr>
<td>Weather-stripping</td>
<td>EPDM</td>
<td></td>
</tr>
<tr>
<td>Air infiltration</td>
<td>.81 CFM @ 25 M.P.H</td>
<td></td>
</tr>
<tr>
<td>Assembly U-Value</td>
<td>.12</td>
<td></td>
</tr>
<tr>
<td>Section Joints</td>
<td>No Air infiltration/ASTM</td>
<td></td>
</tr>
<tr>
<td>Tracks</td>
<td>3” Galvanized</td>
<td></td>
</tr>
<tr>
<td>Angle size</td>
<td>3-1/2 x 6” x 1/8</td>
<td></td>
</tr>
<tr>
<td>Hardware</td>
<td>10-5/16 diameter</td>
<td></td>
</tr>
<tr>
<td>Lock (exterior)</td>
<td>Tumbler cylinder night latch</td>
<td></td>
</tr>
<tr>
<td>Lock (interior)</td>
<td>Dead Bolt</td>
<td></td>
</tr>
<tr>
<td>Framing</td>
<td>By other</td>
<td></td>
</tr>
<tr>
<td>Glazing</td>
<td>24” x 8” x 5/8 insulated</td>
<td></td>
</tr>
<tr>
<td>Operator</td>
<td>RGT-2h 1/2 H.P. 115</td>
<td></td>
</tr>
<tr>
<td>Trolley rail</td>
<td>2-1/2 x 2” x 3/16”</td>
<td></td>
</tr>
<tr>
<td>Limit Switch</td>
<td>Positive Chain Drive</td>
<td></td>
</tr>
</tbody>
</table>

The 1st column are items derived from the Specification specific section (doors, windows, etc.). The 2nd column consists of the values for those items for the product specified. The 3rd column is to be entered with the product “equal” data verified with the Manufacturer’s literature. See Section 009000 – PROJECT FORMS for a blank copy to be used when submitting substitutions.

*This comparison must have manufacturer’s literature for verification attached!
SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Installation of the Work.
2. Cutting and patching.
3. Progress cleaning.
4. Protection of installed construction.

B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least ten (10) days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.

4. Dates: Indicate when cutting and patching will be performed.

5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

   a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure, signed and sealed by a Professional Engineer licensed in the state having jurisdiction.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

   1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

   2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety. Operational elements may include, but are not limited to the following:

      a. Primary operational systems and equipment.
      b. Mechanical systems piping and ducts.
      c. Electrical wiring systems.

   3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.
D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

D. Should the Contractor encounter elevational, dimensional, subsurface and/or latent conditions at the Site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give written notice to the Architect of such conditions before they are disturbed. The Architect will thereupon promptly investigate the conditions and if the Architect finds that they materially differ from those shown on the Plans or indicated in the Specification, he will at once make such changes in the Plans/Specifications as he may find necessary, and any increase or decrease of cost resulting from such changes will be adjusted in the manner provided in the Contract Documents.

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, whether indicated or not; bypass such services/systems before cutting to prevent interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. **Concrete and Masonry:** Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. **Mechanical and Electrical Services:** Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

5. Proceed with patching after construction operations requiring cutting are complete.

G. **Patching:** Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. **Inspection:** Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. **Exposed Finishes:** Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

   b. Restore damaged pipe covering to its original condition.

3. **Exterior Building Enclosure:** Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

H. **Cleaning:** Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

I. **The Contractor shall perform all cutting, drilling, removal, cleaning, servicing, repairing, re-roofing, patching, re-hanging, restoration, etc.** that may be required in connection with its work. The Contractor shall be responsible for blocking and building in of flashing for vent pipes, conduits installed through existing roofing, soffits, restoration of roofing cuts for equipment installation, etc. and maintaining all existing warranties.

### 3.5 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

C. In the event of temporary suspension of Work or during inclement weather, the Contractor will protect carefully his work and materials against damage or injury from the weather. If, in the opinion of the Architect, any work or materials shall have been damaged or injured by reason of failure on the part of a Contractor or any of his Subcontractors to so protect his work, such materials shall be removed and replace at the expense of the responsible Contractor.

END OF SECTION 017300
SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 and Technical Specifications, apply to this Section.

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least (10) ten days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.

3. Products: List products to be used and firms or entities that will perform the Work.

4. Dates: Indicate when cutting and patching will be performed.

5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure, signed and sealed by a Professional Engineer licensed in the state having jurisdiction.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or resulting in increased maintenance or decreased operational life or safety.

C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace all construction that has been cut and patched in a visually unsatisfactory manner.

D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void or compromise existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
   1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
   2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, whether shown on drawings or not, bypass such services/systems before cutting to prevent interruption to the fullest extent possible to occupied areas.
   1. All electrical wiring to equipment scheduled to be removed shall be removed back to the panel serving the equipment. In the event the circuit connected to the equipment scheduled to be removed is circuited to another piece of equipment, the wiring shall be removed back to the active junction box connected to the other piece of equipment. The contractor shall include in the base bid the cost of testing to determine whether circuits in junction boxes are active or not. Conduit may remain in place if conductors are removed.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or
adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

   b. Restore damaged pipe covering to its original condition.

3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

3.4 CUTTING AND PATCHING - GENERAL

A. The Contractor shall perform all cutting, drilling, removal, cleaning, servicing, repairing, re-roofing, patching, re-hanging, restoration, etc. that may be required in connection with its work. The Contractor shall be responsible for blocking and building in of flashing for vent pipes, conduits installed through existing roofing, soffits, restoration of roofing cuts for equipment installation, etc. and maintaining all existing warranties.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Recycling nonhazardous demolition and construction waste.
2. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
1.5 WASTE MANAGEMENT PLAN

A. General: Develop plan consisting of waste identification, waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Stockpile processed materials on-site without intermixing with other materials to the maximum extent practical. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Remove recyclable waste off Owner's property and transport to recycling receiver or processor as necessary to keep the progress of the Project moving.

3.3 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.


3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.4 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 013233 "Photographic Documentation" for submitting final completion construction photographic documentation.
2. Section 017300 "Execution" for progress cleaning of Project site.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
5. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.
B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of TEN (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Advise the Architect, who will advise the Owner, of pending insurance changeover requirements.

6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

7. Complete final cleaning requirements, including touchup painting.

8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
C. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests.

1. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. After inspection the Architect will prepare the Certificate of Substantial Completion or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before the certificate will be issued.

2. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

3. Additional Re-inspections: If more than two (2) re-inspections are required to be made by the Architect, the Owner shall deduct $500.00 for half a day or $1,000.00 for a full day from the Contract Value for each re-inspection required.

4. Results of completed inspection will form the basis of requirements for Final Completion.

1.7 FINAL COMPLETION/READY FOR CLOSEOUT

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a Final Application for Payment according to Section 012900 "Payment Procedures."

2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.


B. Inspection: Submit a written request for final inspection/closeout on the form provided in Section 009000 – Project Forms, Form 009500 – Ready for Closeout. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Additional Re-inspections: If more than two (2) re-inspections are required to be made by the Architect, the Owner shall deduct $500.00 for half a day or $1,000.00 for a full day from the Contract Value for each re-inspection required.
1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit with Request for Substantial Completion Inspection, three copies of punch list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of Architect and Construction Manager.
   d. Name of Contractor.
   e. Page number.

4. Submit list of incomplete items in the following format:

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS  (Not Used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers for final cleaning. Comply with manufacturer's written instructions.

   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

      a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
      b. Remove tools, construction equipment, machinery, and surplus material from Project site.
      c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      d. Leave Project clean and ready for occupancy.

C. Comply with safety standards for cleaning and dispose of waste materials. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 017700
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Emergency manuals.
   2. Operation manuals for systems, subsystems, and equipment.
   3. Maintenance manuals for care and maintenance of products, materials, finishes, systems and equipment.

1.3 SUBMITTALS

A. Submittal: Submit (2) two copies of each manual in final form at least (15) fifteen days before requesting inspection for substantial. Architect will return copy with comments after inspection for substantial completion.
   1. Correct or modify each manual to comply with Architect's comments. Submit (3) three copies of each corrected manual within (15) fifteen days of receipt of Architect's comments.

1.4 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
2. Table of contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
2.2 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for Fire, Flood, Gas leak, Water leak, Power failure, Water outage, System, subsystem, or equipment failure and Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:

   1. Product name and model number.
   2. Manufacturer's name.
   3. Equipment identification with serial number of each component.
   4. Equipment function.
   5. Operating characteristics.
   6. Limiting conditions.
   7. Performance curves.
   8. Engineering data and tests.
   9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.
2.4 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions. Include instructions on methods and material agents known to be detrimental and to be avoided.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:
D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, adjusting instructions, and demonstration and training video DVD if available, that detail essential maintenance procedures.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823
SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract Documents, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:

   a. Final Submittal: Submit (1) one set of marked-up Record Prints on Mylar and (1) one set of Record Prints in PDF format on CD. Print each Drawing, whether or not changes and additional information were recorded.

      1) Electronic Media: CD-R.

B. Record Specifications: Submit (1) one bound copy of Project's Specifications, including addenda and contract modifications.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Drawings: Maintain one set of ammonia free blue- or black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an understandable drawing technique.
   c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Depths of foundations below first floor.
   d. Locations and depths of underground utilities.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or Construction Change Directive.
   k. Changes made following Architect's written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
2. Refer instances of uncertainty to Architect for resolution.
3. Owner will furnish Contractor one set of transparencies of the Contract Drawings, at the Contractor's expense, for use in recording information.
4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Architect will make the Contract Drawings available to Contractor's print shop.
C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Architect.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, and Record Drawings where applicable.

2.3 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. During the progress of the installation, keep a careful record of all changes and variations in its work from the layout shown on the Contract Drawings in order that the Owner may be provided with a complete set of all Contract Documents showing the work as actually installed.
B. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project. In addition to marking the Construction Documents for as-built conditions, submit written reports describing each as-built update.

C. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839
SECTION 024119 - SELECTIVE DEMOLITION

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. Provide all removal, proper and legal disposal work as required to complete selective demolition work and prepare existing areas for new work required including, but not limited to, the following:

1. Demolition, removal and legal disposal off-site of selected portions of the building, construction assemblies, and other incidental work, whether shown or not shown, but required to complete the installation of scheduled work, coordinated with other trades and construction components being replaced by new construction.
2. Disconnecting, capping or sealing, abandoning or removing utilities as indicated and/or required.
3. Patching, repairing and replacing areas damaged or altered by demolition work, with new materials and construction similar in kind unless otherwise indicated.
4. Demolition and removal of selected site elements.
5. Salvage of existing items to be reused, relocated or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.
3. Section 017320 “Cutting and Patching”.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

C. Owner reserves first right of refusal for removal and salvage items. Items indicated for removal and salvage remain the Owner’s property. Remove, clean, and pack items to protect against damage and deliver to Owner’s designated storage area with labels to identify contents of containers. Demolished materials shall become the Contractor’s property and removed from the site with further disposition at the Contractor’s option.

1.5 SUBMITTALS

A. Qualification Data: For demolition firm and refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, dust control and for noise control. Indicate proposed locations and construction of barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

E. Pre-demolition Photographs or Video: Submit before Work begins.

F. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.
G. Inventory: Submit a list of items that have been removed and salvaged.

H. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

1. Coordinate with the Owner’s continuing occupation and use of portions of the building to maintain safe emergency access to and from the facilities at all times.
2. Provide minimum of (3) working days advance notice to Owner of demolition activities that will impact Owner’s normal operations.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

A. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials (will be removed by Owner before start of the Work) or (have been removed by Owner under a separate contract).
2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

B. Partial Demolition and Removal: Items indicated to be removed, and not intended to be salvaged or retained by the Owner, but of salvageable value to Contractor, may be removed from the project as work progresses. Transport salvaged items from the project as they are removed.

1. Storage or sale of removed items on site will not be permitted.

C. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.
B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. Inventory and record the condition of items to be removed and re-installed and items to be removed and salvaged.

E. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect and Owner’s Representative in accurate detail. Pending receipt of directive from Architect and/or Owner’s Representative, rearrange demolition schedule as necessary to continue overall job progress without delay.

F. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
G. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs, preconstruction videotapes and/or templates.

1. Comply with requirements specified in Section 013233 "Photographic Documentation."
2. Inventory and record the condition of items to be removed and salvaged. Provide photographs and/or video of conditions that might be misconstrued as damage caused by salvage operations.
3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Use utility and material locator equipment to locate utilities, structural elements etc. concealed within the building’s construction.

B. Existing building fire protection system shall not be diminished. Removal of existing devices shall not occur until the new equipment is in place and ready for the switchover.

C. Existing Services/Systems to Remain: Locate and maintain services/systems indicated to remain and protect them against damage.

1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."

D. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. Arrange to shut off indicated utilities with utility companies.
3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building. Provide minimum of (3) working days advance notice to Owner if shutdown of service is necessary during change-over.
4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
   a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
   b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
   c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
   d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.

g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

5. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

b. Contractor’s scope of work includes, and the Contractor is required and expected to, patch any hole(s) resulting in the removal and/or capping of plumbing fixture(s) and/or piping in a wall, ceiling or floor to remain to match existing conditions, unless otherwise noted.

E. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

3. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas. Provide insulated temporary weather protection at heated spaces that are required to remain heated.

4. Where temporary covered passageways are required or indicated, covers shall be constructed to sustain a minimum point loading of 500 lbs.

5. Use utility and material locator equipment prior to cutting into existing construction to locate concealed utilities. By-pass or shut-off utilities anticipated to be near the demolition area.

6. Construct temporary, insulated, solid, dustproof, partitions where required to separate areas where extensive dirt, dust, thermal and noisy operations are performed. Equip partitions with dustproof doors and security locks where passage is required. Use sound
insulation to protect against noise and thermal insulation to protect against changes in temperature.

7. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

8. Cover and protect furniture, furnishings, and equipment that have not been removed.

9. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

10. Maintain dust-proof partitions and closures as required preventing spread of dust or fumes to occupied portions of the building.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

D. Damages: Notify the Architect and Owner of any damages. Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

E. Traffic: Conduct demolition operations and debris removal in a manner to ensure minimum interference with pedestrian and vehicular access and exit routes as well as other adjacent occupied or used facilities.

1. Do not close, block or otherwise obstruct streets, parking areas, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

F. Explosives: Use of explosives will not be permitted.

G. Pollution Controls: Use temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in the air to lowest practical level. Maintain a minimum of 0.1 inches of water, negative pressure from point of enclosure. The area shall be exhausted from a location as remote as possible from unaltered areas. The point of exhaust shall be a minimum of 25 feet from any air intake or building opening in compliance with regulations as established by the environmental protection agency and applicable governmental and local requirements.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.

6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

9. Dispose of demolished items and materials promptly.

10. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

11. Where repairs to existing surfaces are required, patch to produce surfaces with the integrity and visual appearance of the original installation when it was new and suitable for new scheduled finish materials.

12. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

13. Patch and repair all surfaces in the newly created space(s) where demolition work extends from one finished area into another. Provide a flush and even surface of uniform stability, color and appearance.

   a. Closely match integrity, texture and finish of existing adjacent surfaces as when they were newly installed.

   b. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

   c. Where patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the surface has received primer and first finish coat.

   d. Remove existing applied finishes over the entire unbroken surface area and replace with new materials, if necessary, to achieve uniform color and appearance.

   e. Inspect and test patched areas to demonstrate integrity of the installation, where feasible.

B. Removed and Salvaged Items:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area designated by Owner.

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

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

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS
A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS
A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
B. Burning: Do not burn demolished materials.
C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 REPAIRS
A. Use repair materials identical to existing materials to the fullest extent possible.
B. Where identical materials are unavailable or cannot be used for exposed surfaces, code or hazard issues, use code compliant materials that visually match and are compatible with existing adjacent surfaces, that are free of damage, defects, deterioration, as originally installed when new, to the fullest extent possible pending approval by the Architect.

C. Use materials whose installed performance equals or surpasses that of the existing materials as originally installed and complies with applicable codes.

3.8 CLEANING

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

B. Change filters on air handling equipment at completion of selective demolition operations.

END OF SECTION 024119