

Specifications for:

Renovations to the Home Economics Classroom  
at the Williamstown High School  
700 Tuckahoe Road  
Williamstown, NJ 08094

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For the Monroe Township Board of Education  
128 Saybrook Avenue  
Williamstown, New Jersey 08094

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Joseph F. McKernan Jr., Architects & Associates  
100 Dobbs Lane, Suite 204  
Cherry Hill, New Jersey 08034  
(856) 616-2960 / (856) 616-2963 fax

Project No. 1313

June 2025



**DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

072100 Building Insulation .....072100 1-4  
076200 Sheet Metal Flashing And Trim .....076200 1-5  
079200 Joint Sealants .....079200 1-5

**DIVISION 9 – FINISHES**

092900 Gypsum Board Assemblies.....092900 1-6  
095113 Acoustical Panel Ceilings .....095113 1-5  
096519 Resilent Tile Flooring .....096519 1-6  
099000 Painting .....099000 1-5

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## SPECIFICATION DATA SHEET

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**Project:**

Name: Renovations to the Home Economics Classroom  
at the Williamstown High School  
Location: 700 Tuckahoe Road, Williamstown, NJ 08094  
  
Project No.: 1313

**Owner:**

Name: Monroe Township Board of Education  
Address: 128 Saybrook Avenue, Williamstown, NJ 08094  
Representative: Lisa Schulz, Business Administrator / Board Secretary  
Phone: (856) 629-6400

**Architect:**

Name: Joseph F. McKernan Jr., Architect & Associates  
Address: 100 Dobbs Lane, Suite 204, Cherry Hill, New Jersey 08034  
Representative: Mr. Michael Clarke, RA, Senior Project Manager  
Phone: (856) 616-2960 Fax: (856) 616-2963  
Email: [mclarke@mckernanarchitects.com](mailto:mclarke@mckernanarchitects.com)

**Bidding & Contract Documents:**

Contract Documents Dated: June 2025  
Bid Documents: Digital drawing and specification documents available July 3, 2025.  
Request electronic documents via email to Michael Clarke, McKernan Architects, Email:  
[mclarke@mckernanarchitects.com](mailto:mclarke@mckernanarchitects.com)  
Pre-Bid Conference: July 10, 2025 at 10:00 a.m. at 700 Tuckahoe Road, Williamstown, NJ 08094  
Questions due in writing by: July 17, 2025 at 2:00 p.m. Attn. Michael Clarke, RA, McKernan  
Architects, Email: [mclarke@mckernanarchitects.com](mailto:mclarke@mckernanarchitects.com)  
Bid Due Date Wednesday August 6, 2025 at 2:00 p.m.  
Location of Bid Opening: 128 Saybrook Avenue, Williamstown, NJ 08094  
Project Completion: Substantial Completion by December 30, 2025

**MONROE TOWNSHIP BOARD OF EDUCATION  
WILLIAMSTOWN, NEW JERSEY 08094**

**RENOVATIONS TO THE HOME ECONOMICS  
CLASSROOM, G105**

**Bid Specifications & General Requirements**

**RENOVATIONS TO THE HOME ECONOMICS CLASSROOM  
AT THE WILLIAMSTOWN HIGH SCHOOL**

**BID NO: 1313**

**Wednesday, August 6, 2025**

Bid Opening Date

**2:00 P.m.**

Bid Opening Time

**Lisa Schulz, Business Administrator / Board Secretary**

**MONROE TOWNSHIP BOARD OF EDUCATION  
WILLIAMSTOWN, NEW JERSEY 08094**

**REQUEST FOR BIDS  
Bid Advertisement**

The MONROE TOWNSHIP Board of Education hereby advertises for competitive bids in accordance with N.J.S.A. 18A:18A-21 (a) (b) for

**Bid No. 1313  
RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL**

All necessary bid specifications and bid forms may be secured upon EMAIL request to:

**Michael Clarke, RA**  
J. F. McKernan Jr. Architects & Associates, LLC  
100 Dobbs Lane  
Cherry Hill, New Jersey 08034  
Email [mclarke@mckernanarchitects.com](mailto:mclarke@mckernanarchitects.com)

Bids must be submitted in a sealed envelope and delivered to the Office of the School Business Administrator of the MONROE TOWNSHIP Board of Education *on or before* the date and time indicated below.

The envelope is to bear the following information:

Title: **RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL**  
Bid Number **1313**  
Name and Address of the Bidder  
Bid Opening Date: **Wednesday, AUGUST 6, 2025**  
Bid Opening Time: **2:00 P.M.**

The bid envelope must be addressed to

MONROE TOWNSHIP BOARD OF EDUCATION  
Attn: Lisa, Schulz, Business Administrator/Board Secretary  
128 Saybrook Avenue  
Williamstown, New Jersey 08094

Location of Bid Opening

MONROE TOWNSHIP Board of Education  
128 Saybrook Avenue  
Williamstown, New Jersey 08094

The bid opening process will begin on the advertised date and time at the Board Offices, 128 Saybrook Avenue, Williamstown, New Jersey, 08094. Bids may also be submitted to the School Business Administrator or their designee at the bid opening meeting prior to the advertised date and time. The School Business Administrator shall publicly receive and open all bids on the advertised date and time.

**No bids shall be received after the time designated in the advertisement.** (N.J.S.A. 18A:18A-21(b)).

The Board of Education does not accept electronic (e-mail) submissions of bids at this time.

#### Pre-Bid Meeting

There will be a pre-bid meeting on JULY 10, 2025. While attendance is not mandatory, all prospective bidders are strongly encouraged to attend this important meeting, which will be held at the Williamstown High School, 700 Tuckahoe Road, Williamstown, NJ 08094, at 10:00 a.m.

**Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

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

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

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

All contractors named in this bid shall possess a valid and current New Jersey Department of Labor and Workforce Development Public Works Contractor's Registration Certificate pursuant to N.J.S.A. 34:11-56.48 et seq., at the time the Board of Education receives the bid.

The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions.

**Lisa Schulz**  
**School Business Administrator/Board Secretary**

# **MONROE TOWNSHIP BOARD OF EDUCATION**

## **ETHICS IN PURCHASING STATEMENT TO BIDDERS AND VENDORS**

### **Board of Education Responsibility**

#### **Recommendation of Purchases**

The Board of Education desires to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any contractor/vendor. Each recommended purchase should be based upon the quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et seq.

#### **Solicitation/Receipt of Gifts – Prohibited**

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from contractors/vendors doing business with the Board of Education or anyone proposing to do business with the Board of Education.

### **Contractor/Vendor Responsibility**

#### **Offer of Gifts, Gratuities -- Prohibited**

Any contractor/vendor doing business or proposing to do business with the Board of Education shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other things of value of any kind to any official or employee of the Board of Education or any member of the official's or employee's immediate family.

#### **Contractor/Vendor Influence -- Prohibited**

No contractor/vendor shall influence or attempt to influence any official or employee of the Board of Education in any manner that might tend to impair said official or employee's objectivity or independence of judgment.

#### **Contractor/Vendor Certification**

Contractors/vendors or potential contractors/vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The contractor/vendor participating in this request must be an independent contractor/vendor and not an official or employee of the Board of Education.

#### **BIDDER, VENDOR AND CONTRACTOR**

Pursuant to N.J.S.A. 18A:18A-2 (t), the term bidder or vendor will be used as the business entity that submits a bid in response to the bid advertisement. The Board will use the term "contractor" for the business entity that was awarded a public works contract as a result of being the lowest responsible bidder.

# **MONROE TOWNSHIP BOARD OF EDUCATION**

## **ADVISORY INFORMATION FOR BIDDERS**

### **PROMPTNESS OF BID SUBMITTAL**

The bidder must submit their bid in a sealed envelope to the Office of the School Business Administrator/Board Secretary on or before the advertised bid date and time. The advertised bid date and time for this bid is on **Wednesday, August 6, 2025 @ 2:00 p.m.** No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. The Business Office is open Monday through Friday from 8:00 am – 4:00 pm, according to the school calendar, and 8:00 am – 3:00 pm during the summer. Access to the Business Office may be delayed because of security clearance. Bidders may also submit bids to the School Business Administrator/Board Secretary at the bid opening meeting held in the Board of Education Meeting Room prior to the advertised bid opening date and time. Once again, bids will not be received after the time designated in the advertisement.

### **PARKING**

Parking near the Board of Education Administration Building is at a premium. Allow enough time to locate a parking space.

### **MAIL**

Mail is brought to the Board Offices in mailbags at approximately 10:00 a.m. each day. It is then sorted within the district system by departments. The Business Office routinely receives its mail at approximately 11:30 a.m.

### **UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES**

Deliveries of this type usually begin at 10:00 a.m. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting bids to the Business Office on the top floor because of security clearance.

### **HAND DELIVER BIDS – SUGGESTED PRACTICE**

Considering the aforementioned in mind, the Board suggests that bidders arrange to hand-deliver their bid to the Office of the School Business Administrator and personally turn it in before the advertised date and time. Please understand that bids arriving after the advertised bid date and time, for any reason, cannot be accepted, opened, or considered.

# MONROE TOWNSHIP BOARD OF EDUCATION

## DOCUMENTS TO BE SUBMITTED WITH THE BID PROPOSAL

Bidders and vendors are reminded that various documents are to be submitted with the bid package. The Board provides a list of the documents to be submitted.

- Acknowledgment of Addenda Issued
- Affirmative Action Acknowledgement
- Americans with Disabilities Acknowledgement
- Assurance of Compliance
- Bid Guarantee
- Bid Proposal Form
- Certificate (Consent) from Surety
- Certificate of Authority
- Chapter 271 Political Contribution Disclosure Form
- Contractor Questionnaire/Certification
- Contractor Registration Certificate (Public Works)
- Contractor Trade Licenses
- Contractor's Registration Certification (Public Works)
- Equipment Certification
- Federal Non-Debarment Certification
- Non-Collusion Affidavit
- Notice of Classification DPMC
- Prequalification Affidavit—No Material Adverse Change
- Prevailing Wages Compliance Certification
- Statement of Ownership Disclosure
- Subcontractor's Disclosure Statement; Named Specialty Trades
- Sworn Contractor Certification; Qualifications and Credentials
- Total Amount of Uncompleted Contracts – Certified (DPMC Form 701)

Failure to submit any required documents will result in the bid being rejected for non-responsiveness pursuant to N.J.S.A. 18A:18A-2(y).

The Board requests that the document specified below be submitted with the bid package. However, it must be submitted before the contract is awarded.

- Business Registration Certificate

### **BIDDER, VENDOR AND CONTRACTOR**

Pursuant to N.J.S.A. 18A:18A-2 (t), the term bidder or vendor will be used as the business entity that submits a bid in response to the bid advertisement. The Board will use the term "contractor" for the business entity that was awarded a public works contract as a result of being the lowest responsible bidder.

# MONROE TOWNSHIP BOARD OF EDUCATION

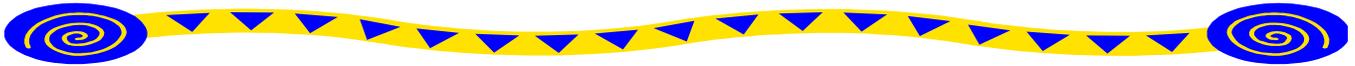
## REMINDER!

As a courtesy, the Office of the School Business Administrator/Board Secretary has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

Item	Yes	No
Have you verified your pricing to ensure accuracy?		
Have you answered questions fully and accurately?		
Have you signed all your documents (blue ink)? Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.		
Have you prepared all the documents for submission?		
Did you make a copy of the bid package for your records?		
Did you submit a Bid Guarantee?		
Did you submit a Consent of Surety?		
Did you correctly address the envelope and seal it properly?		
Have you allowed ample time for the bid to reach the Board of Education?		



# GENERAL SPECIFICATIONS



**Lisa Schulz**  
School Business Administrator/Board Secretary

**MONROE TOWNSHIP BOARD OF EDUCATION**

**Partial Roof Replacement at the Monroe Township Middle School**

**INSTRUCTIONS TO BIDDERS**

**BIDS ARE TO BE SUBMITTED TO:**

**Lisa Schulz**  
School Business Administrator/Board Secretary  
MONROE TOWNSHIP Board of Education  
128 Saybrook Avenue  
Williamstown, New Jersey 08094

**BY: 2:00 p.m. PREVAILING TIME      ON: Wednesday, August 6, 2025**

**Bid Packages are to be submitted in Duplicate.** Bids must be placed in a *sealed* envelope/package marked as shown below on the front of the envelope/package. Bid packages must be submitted **in duplicate** on the proposed bid submittal forms as provided and in the manner designated. The Board of Education requires one original bid package and one duplicate copy of the bid package. An extra copy is necessary to process the bids. Bidders should also keep a complete copy of the bid packet, exactly as submitted.

Bids are to be delivered to the Office of the School Business Administrator of the MONROE TOWNSHIP Board of Education **on or before** the date and time indicated below. The envelope is to bear the following information:

**Envelope Label Information**

District	MONROE TOWNSHIP Board of Education
Bid Number	1313
Project	RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL
Bid Date	Wednesday, August 6, 2025
Bid Opening Time	2:00 p.m.
Bidder	Name of Business Entity Address City, State Zip

**Failure to properly label the bid envelope may lead to the rejection of the bid.**

The Board of Education does not accept electronic (e-mail) submissions of bids.

**BID OPENING MEETING**

All bids will be publicly received and unsealed by the School Business Administrator opened at the above address and read beginning at 2:00 p.m. on Wednesday, August 6, 2025. Bidders and/or their authorized agents are invited to be present at the bid opening. Each bidder is responsible for ensuring that their bid is complete and presented to the School Business Administrator before the advertised bid date and time. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

## **BIDDING REQUIREMENTS**

### **1. AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS--EEO**

The contractor shall complete and submit an Initial Project Workforce Report, Form AA-201, upon notification of award by the Board of Education but prior to the execution of the contract. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. 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 Department of Labor Workforce and Development and the Board of Education Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements. All bidders are requested to complete and submit the Affirmative Action Construction Contracts Acknowledgment Form, which is enclosed in the bid package.

All relevant questions should be related to:

Department of Treasury  
Division of Purchase and Property  
Contract Compliance and Audit Unit  
EEO Monitoring Program—PO Box 206  
Trenton, New Jersey 08625-0206

### **2. AMERICAN GOODS**

In accordance with N.J.S.A. 18A:18A-20, only manufactured and farm products of the United States, wherever available, are to be used with this project.

### **3. AMERICANS WITH DISABILITIES ACT; FACILITIES FOR PERSONS WITH DISABILITIES**

The contractor must comply with all provisions of Title II of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. §121.01 et seq. The Board of Education further recognizes that all specifications for the construction, remodeling, or renovation of any public building shall provide facilities for persons with disabilities. Reference—N.J.S.A. 18A:18A-17.

It is further recommended that bidders read the Americans with Disabilities language form included in these specifications. The form shall be signed to show agreement with the provisions of Title II of the Act, which are to be made a part of the contract. The signed form shall be submitted with the bid proposal. The contractor is obligated to comply with the Act and to hold the owner harmless.

### **4. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION, AND BULLYING— CONTRACTED SERVICE**

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable codes and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide the contracted service provider with a copy of the Board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider who has witnessed or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer or the School Business Administrator.

#### **5. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1**

N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

#### **6. ARCHITECT OR CONSTRUCTION DISPUTES**

All disputes relating to construction contracts or relating to contracts for engineers or architects, surveyors, design, or skilled services relating to construction contracts for prompt payment issues may be submitted as follows.

Under the Prompt Payment Act, contracts for the improvement of structures shall provide that disputes regarding failed payments may be submitted to a process of alternative dispute resolution. N.J.S.A. 2A:30A-2(f)

In the event that any controversy or dispute shall arise among the parties (except a municipality or county) to any such contract, the same shall be referred to the county superintendent of the county in which the districts are situate for determination and his determination thereon shall be binding, subject to appeal to the commissioner and the State board pursuant to law.

In the event that the districts are in more than one county, the controversy or dispute shall be referred to the county superintendents of the counties for joint determination, and if they shall be unable to agree upon a joint determination within 30 days, the controversy or dispute shall be referred to the commissioner for determination. N.J.S.A. 18A:18A-14

All disputes shall first be submitted to the architect of record, if there is one, for a determination. If the parties cannot resolve their dispute through the mediation process, the parties are free to file an action in the appropriate court of law.

### **7. ASSURANCE OF COMPLIANCE FORM**

During the performance of this contract, a contracted service provider may come in contact with school district students. The Board of Education fully understands its obligation to provide all students and staff members with a safe, educational environment. To this end, the Board of Education requires bidders to sign a statement of Assurance of Compliance and acknowledge their understanding of the requirements listed below.

- Anti-Bullying Reporting—Requirement N.J.S.A. 18A:37-13.1 et seq.; N.J.A.C. 6A:16-7.7 (c)
- Criminal History Background Checks N.J.S.A. 18A:6-7.1
- Pre-Employment Requirements P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.

As part of this bid, all bidders are to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the following laws and administrative code.

### **8. BID GUARANTEE AND BONDING REQUIREMENTS**

- **Bid Guarantee--N.J.S.A. 18A:18A-24**

Bidders shall submit with their bid package a bid guarantee made payable to the MONROE TOWNSHIP Board of Education ("Board"). The guarantee shall be in the form of a certified check, cashier's check, or bid bond in the amount of 10% of the bid but not in excess of \$20,000. Such deposit shall be forfeited upon the refusal of a bidder to execute a contract. Any bid in the form of a check shall be returned when the contract is executed and a surety (performance) bond filed with the Board of Education.

The bid guarantee checks from unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible, but in no event later than (10) days after the bid opening.

Please note: *Uncertified business checks, personal checks, or money orders are not acceptable.*

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. **Failure to sign the bid bond by either the Surety or Principal and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for the rejection of the bid.**

The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. 040, Trenton, New Jersey 08625. Failure to submit a properly executed bid guarantee shall be cause for the rejection of the bid. Please note: All bonds submitted to the Board of Education must include the bond underwriter's name, address, and phone number, as well as the Bond Number. The bid guarantee must also include the bid number or solicitation number assigned by the board of education. The Board will not accept a bid with multiple bid numbers listed on the bid bond.

- **Certificate (Consent) of Surety—N.J.S.A. 18A:18A-25**

Each bidder must submit with their bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A: 18A-25). Such a surety company must be licensed and qualified to do business in the State of New Jersey. All certificates (consent) of surety documents must be signed with original signatures.

The Board of Education will not accept facsimile or rubber-stamp signatures. The certificate (consent) of surety, together with a power of attorney, must be submitted with the bid. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the bid. **Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for the rejection of the bid.**

- **Performance Bond--(N.J.S.A. 2A:44-143/2A:44-147)**

The successful contractor shall furnish a Performance, Payment, and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of his Contract. Such written guarantee shall be made payable to the MONROE TOWNSHIP Board of Education and shall be in the form required by Statute. Attached to the performance bond shall be a Surety Disclosure Statement and Certification, which shall be complete in all respects and duly acknowledged according to law. A model Surety Disclosure Statement and Certification is presented in the Appendix Section of this bid.

Such bond shall further carry a stipulation that no advance, premature, excessive, or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not in accordance with this Contract, and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the Board of such default.

The Board of Education shall only accept one payment and performance bond to cover this public works contract. The performance bond shall contain language as found in N.J.S.A. 2A:44-14. The bond form language is presented in the Appendix Section of this bid.

Such Performance, Payment and Completion Bond shall be executed and delivered to the Board of Education when so requested by the Notice to Proceed Letter or within ten (10) days after the award of the contract. The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey, and if the amount of the bond is \$850,000 but not more than \$3.5 million, the surety shall hold a current certificate of authority, issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. 9305. (N.J.S.A. 2A:44-143 (b))

Please note The name, address, and phone number of the Bond Underwriter, as well as the Bond Number, shall be included with all bonds submitted to the Board of Education and must be duly signed with original signatures.

When applicable, for multi-year contracts and extension of contracts, the Performance Bond may be re-submitted each year on the contract anniversary date for one hundred percent (100%) of the contract amount.

## 9. BID PROPOSAL FORM

All bid pricing is to be written in typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink at the right margin next to the altered entry.

### Business Organization

Each Bid Proposal Form must give the full business address, business phone, fax, e-mail, and the contact person of the bidder and be signed by an authorized representative as follows:

- Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which it was incorporated, and must contain the signature and designation of the president, secretary, or other person authorized to bind the corporation in the matter.
- Bids by sole proprietorship shall be signed by the proprietor.
- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

The Bid Proposal Form must be duly signed by the authorized representative of the business entity at the end of the Bid Proposal Form. **Failure to sign the Bid Proposal Form may cause the rejection of the entire bid.** If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the business entity name and address on each intervening sheet between the front sheet and the signature sheet, which already bears the business entity information.

The Board of Education will not consider any bid on which there is any alteration to or departure from the bid specifications. Bidders are not to make any changes to the Bid Proposal Form or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes to the Bid Proposal Form, except as noted above for initialed clerical mistakes, it may be cause to reject the bid as non-responsive. (N.J.S.A. 18A:18A-2(y))

The bidder also conveys by submitting a bid that the business entity they represent is financially solvent, experienced in, and competent to perform the type of work so specified.

#### **10. BID PROTESTS AND BIDDER'S RESPONSIBILITY**

Bidders may contact the School Business Administrator in writing when they feel it necessary to challenge a procurement specification item or to protest an award of contract. All challenges and protests will be reviewed by the School Business Administrator and the Board Attorney. All determinations shall be made in writing to the bidder or contractor.

A protest filed shall:

- Include the name, address, electronic mail address, and telephone and facsimile numbers of the protester;
- Be signed by the protester or its representative;
- Identify the bid or solicitation number and date of bid or solicitation;
- Include a detailed statement of the legal and factual grounds of protest, including copies of relevant documents;
- Set forth all information establishing that the protester is an interested party for the purpose of filing a protest;
- Set forth all information establishing the timeliness of the protest and
- Provide any or all information pertaining to the bid protest.

#### **11. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL**

It is the responsibility of the bidder to ensure that their bid is presented to the Board of Education and officially received before the advertised date and time of the bid. It is understood and agreed upon that any employee of the Board of Education will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed. Failure to properly label the bid envelope may be a cause for the rejection of the bid.

#### **12. BRAND NAME OR EQUIVALENT**

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent." Where a bidder submits an equivalent, the bidder shall be responsible for documenting the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence. N.J.S.A. 18A:18A-15 (d) and N.J.A.C. 5:34-9.2 (c).

### **13. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)**

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

#### Request of the Board of Education

All bidders providing responses to the bid are **requested** to submit a copy of their “New Jersey Business Registration Certificate” with their response package as issued by the Department of Treasury of the State of New Jersey. The Board of Education reminds all bidders that failure to submit the New Jersey Business Registration Certificate **prior to the award of the contract** will result in the rejection of the bid.

#### Subcontractors

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Board of Education prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with valid proof of business registration.
- The contractor shall maintain and submit to the Contracting Agency (Board of Education) a list of subcontractors and their addresses that may be updated from time to time.
- The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400.

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

#### **N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.**

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 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 or under a casino service industry enterprise contract.

## SAMPLES OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATES

**STATE OF NEW JERSEY**  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT      TRADE NAME: CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#: 970-097-362/500      SEQUENCE NUMBER: 0107330

ADDRESS: 847 ROEBLING AVE      ISSUANCE DATE: 07/14/04  
TRENTON NJ 08611

EFFECTIVE DATE: 01/01/01

FORM BRC(06.01)

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

**STATE OF NEW JERSEY**  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE  
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

### 14. CERTIFICATE OF AUTHORITY

All bidders are to submit their Sworn Contractor Certification, a current valid “Certificate of Authority,” as issued by the New Jersey Department of Treasury. Reference—N.J.S.A. 18A:7G-37.

### Sample Certificate of Authority

**STATE OF NEW JERSEY**  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect  
**NEW JERSEY SALES & USE TAX**

pursuant to N. J. S. A. [REDACTED]

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is effected.

*Michael J. Berg*  
Acting Director, Division of Taxation

Tax Registration No: [REDACTED]

Tax Effective Date: 10-15-10

Document Locator No: [REDACTED]

Date Issued: 10-14-10

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

### 15. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the School Business Administrator no less than three (3) days prior to the opening of bids. Challenges filed after that date shall be considered void and have no impact on the Board of Education or the award of a contract.

## **16. CHANGE ORDERS (N.J.A.C. 6A:26-4.9, 4.10 et seq.) (N.J.A.C. 5:30-11.1 et seq.)**

### **A. Board of Education Approval Required; Prior to Issuance of Change Order (N.J.A.C. 5:30-11.3-9)**

Change orders may be approved by the Board of Education in an amount up to twenty percent (20%) when necessitated by one of the following:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions or
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

### **B. Division of Finance (NJDOE) Approval for Change Orders**

All other change orders shall be approved by the Division of Finance (NJDOE) when extraordinary circumstances exist, such as:

- Change order amounts greater than twenty percent (20%);
- Change orders that eliminate or affect the project scope; or
- Change orders that affect the number, size, configuration, location, or use of educational spaces.

**Contractors are prohibited from performing any change order unless directed in writing by the Board of Education, Office of the School Business Administrator.**

## **17. CONTRACTS**

### **A. Award of Contract; Rejection of Bid**

The contract shall be awarded, if at all, to the lowest responsible bidder in compliance with N.J.S.A. 18A:18A-2 (t). The Board of Education reserves the right to reject any non-responsive bids or all bids, pursuant to N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions.

### **B. Award the Contract or Reject All Bids--Sixty (60) Days**

Pursuant to N.J.S.A. 18A:18A-36 (a), the Board of Education shall award the contract or reject all bids within sixty (60) days of the advertised date and time, except that bids of any bidders who consent thereto may, at the request of the Board, be held in consideration for such longer period as may be agreed.

### **C. Equal Prices**

Pursuant to N.J.S.A. 18A:18A-37(d), when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board of Education may award the contract to the bidder whose response, at the discretion of the Board, is the most advantageous, price and other factors considered. In such a case, the award resolution or purchase order documentation shall explain why the vendor selected is the most advantageous.

#### **D. Return of Contracts and Related Contract Documents**

Upon written notification of the award of the contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor and return the executed contracts along with:

1. Performance Bond in the total amount of the contract.
2. An insurance certificate from the Board of Education is named as an additional insured.
3. Affirmative Action Form AA-201 - Initial Project Workforce Report - Yellow copy.
4. Other required documents may be outlined in bid specifications.

The above documents may also be required for submission with the official Notice to Proceed. The contracts and related documents shall be returned to the Office of the School Business Administrator within **ten (10) days of receipt of notification** and shall not exceed twenty-one (21) days. Failure to execute the contract and return said contract and related required documents within the prescribed time may be cause for the annulment of the award by the Board with the bid security becoming the property of the Board of Education.

#### **E. Term of Contract**

The bidder to whom the contract is awarded will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date or number of days listed in the Technical Specifications.

#### **F. Purchase Order Required**

No contractor shall commence any public works project until they receive an approved purchase order authorizing work to begin. (See Notice (Authorization) to Proceed)

#### **18. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS**

Contractors/vendors doing business with the Board of Education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

- **Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)**

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or **board of education** shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or **board of education** refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

- **Maintenance of Contract Records—N.J.A.C. 17:44-2.2**

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the Office of the State Comptroller pursuant to N.J.S.A. 52:15C-14 (d). The contractor/vendor to whom a contract has been awarded shall maintain all documentation related to products, transactions, or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- **Board of Education Requirement**

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to product transactions or services rendered under this contract, available to the Board of Education upon request.

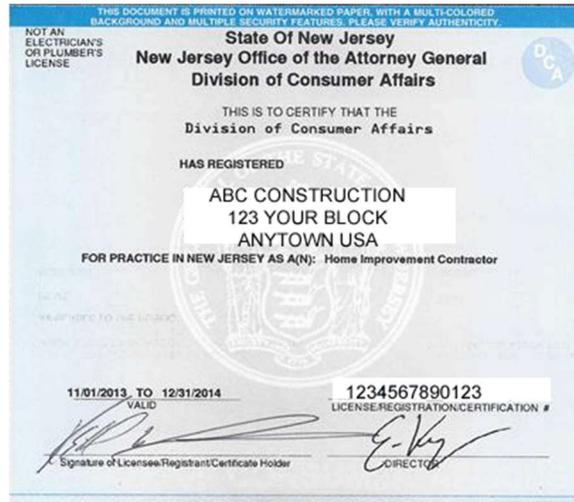
- **Federal Contracts**

Contractors and vendors having federal contracts shall provide access to their records to duly authorized representatives of the district and any requesting Federal Agency, when applicable.

### **19. CONTRACTOR TRADE LICENSES**

All bidders are to submit with their bid all current, valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs, for any trade or specialty area the contractor seeks to perform work for this particular bid.

### **Sample Contractor Trade License**



## **20. CRIMINAL HISTORY BACKGROUND CHECKS--REQUIRED**

The contractor and all subcontractors for the project shall provide to the Board of Education (School Business Administrator) evidence or proof that each worker assigned to the project who comes in regular contact with students has had a criminal history background check and that said check indicates that no criminal history record information exists on file for that worker. The determination of “regular contact with students” will be made by the Board. Failure to provide proof of criminal history background check for any contractor or subcontractor employee coming in regular contact with students may be cause for breach of contract. If it is discovered during the course of the contract that a contractor or subcontractor employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the project immediately. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

## **21. DEBARMENT, SUSPENSION, OR DISQUALIFICATION**

The Board of Education will not enter into a contract for work with any person, business entity, company, or firm that is on the State Department of Labor and Workforce Development, Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report.

<https://www.nj.gov/treasury/revenue/debarment/index.shtml>

Pursuant to N.J.S.A. 52:32-44.1 (a), any person who is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All bidders are requested to submit a sworn statement indicating whether the entity listed on the bid form or any person employed by this entity nor the person’s affiliates are debarred from contracting with a federal government agency or debarred from contracting with the State of New Jersey.

The Board of Education will verify the certification by consulting the following.

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov Exclusions Extract)

### **Workplace Accountability in Labor List (The WALL)**

P.L. 2019, c. 366 (N.J.S.A. 34:1A-1.16) authorized the New Jersey Department of Labor and Workforce Development (NJDOE) to create a list on its website, dubbed the Workplace Accountability in Labor List (The WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJDOE for such violation.

Any person or business named on The WALL is prohibited from contracting with any contracting unit until the liability for violations of State wage, benefit, and tax laws have been paid in full. The WALL is live at <https://www.nj.gov/labor/ea/osec/wall.shtml>.

All bidders are required to submit a sworn statement, found in the Certification Section, indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov/exclusions.

### **Certification of Federal Non-Debarment for Public Works Contracts**

Pursuant to N.J.S.A. 52:32-44.1, any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity. The Board has provided in this bid package the Certification of Non-Debarment for Federal Government Contracts, which must be completed, certified to, and submitted to the Board of Education prior to the contract award. Prior to awarding any contract for public work, a person must provide written certification to the Board of Education that neither the person nor the person’s affiliates are debarred at the federal level from contracting with a federal government agency. The Board shall not make, negotiate, or award a contract for public work to any person who does not provide such written certification as required.

### **22. DOCUMENTS, MISSING/ILLEGIBLE**

The bidder shall familiarize themselves with all forms provided by the Board of Education. If any forms are missing or illegible, it is the responsibility of the bidder to contact the School Business Administrator during regular business hours or the architect of the project as outlined in the bid advertisement for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms not received by the bidder in time for the bidder to submit their bid.

### **23. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK**

All documents submitted to the Board of Education shall be signed in ink (blue) with an original signature. Failure to sign and return all required documents with the bid package may be cause for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). Facsimile, rubber-stamped, electronic, or digital signatures are not acceptable.

### **24. EQUIPMENT CERTIFICATION (N.J.S.A. 18A:18A-23)**

Each bidder shall provide a certification showing that he 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, he 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, definitely 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. The certificates are to be submitted with the bid. If the contract involves the installation of a manufactured system that requires the contractor to have special knowledge or training or to be specifically certified by the manufacturer to install their system, this form is used to submit such required evidence of the bidder’s approval from the manufacturer. The Board of Education requires the Equipment Certification Form to be submitted with the bid.

### **25. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT**

The bidder, by submitting a bid, acknowledges that they have carefully examined the bid specifications, documents, addenda (if any), and the site and that from their investigation, they have satisfied themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, they fully understand the intent and purpose thereof, their obligations thereunder, and that they will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in their bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

## **26. FALSE MATERIAL REPRESENTATION/TRUTH IN CONTRACTING**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract. If the contract amount is \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00 but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidders should be aware of the following statutes.

**N.J.S.A. 56:9-11** Violations, crime; grading.

- a. Any person who shall knowingly violate any of the provisions of P.L.1970, c.73 (C.56:9-1 et seq.) or knowingly aid or advise in such violation is guilty of a crime.
- b. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving or affecting trade or commerce of a value less than \$1,000,000.00 shall be guilty of a crime of the third degree. Any person convicted pursuant to the provisions of subsection a. of this section of a violation involving or affecting trade or commerce of a value equal to or greater than \$1,000,000.00 shall be guilty of a crime of the second degree. Any person convicted pursuant to the provisions of subsection a. of this section of a violation **involving bid rigging on public contracts**, regardless of the value of trade or commerce involved or affected, shall be guilty of a crime of the second degree.

**N.J.S.A. 2C:27-10** provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty. In the event a contractor has knowledge that a public servant has solicited a benefit in violation of law, it is the responsibility of the bidder/contractor to report it to the appropriate authorities.

**N.J.S.A. 2C:27-11** provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

## **27. FORCE MAJEURE**

Neither party shall be liable in damages for any failure, hindrance, or delay in the performance of any obligation under this Agreement if such delay, hindrance, or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence. Vendors and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

**28. INSURANCE AND INDEMNIFICATION**

The bidder to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for, and keep in force until the contract expires, insurance of the types and amounts listed as:

- **Commercial General Liability** with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage, and Products Liability.
- **Automobile Liability** with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- **Cyber Security and Privacy Liability** with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

- \$ 100,000 Pollution Cleanup
- \$ 50,000 Fire Damage
- \$ 5,000 Medical Expense
- \$4,000,000 Excess Umbrella Liability
- \$1,000,000 Sexual Harassment, Abuse or Molestation

Insurance Certificate – When Required

The contractor shall present to the Board of Education an insurance certificate in the above types and limits before any work or service begins.

MONROE TOWNSHIP Board of Education  
 C/o Office of the School Business Administrator  
 128 Saybrook Avenue  
 Williamstown, New Jersey 08094

Additional Insured Clause-- The contractor must include the following clause on the insurance certificate.

“The MONROE TOWNSHIP Board of Education is named as an additional insured.”

**29. OTHER INSURANCE**

WORKERS' COMPENSATION Evidence of adequate Workers' Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available for perusal. The minimum limits are the following unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee
Contract Liability	Same as General Liability

## Indemnification

The contractor shall assume all risk of and responsibility for and agrees to indemnify, defend, and save harmless the Board of Education, and its agents, employees, and Board members from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by their workers or by any subcontractor employed by the contractor or any of the subcontractor's workers.

## **Builders Risk Applicable**

The contractor shall obtain and pay for, within their bid, a Builder's Risk Policy providing coverage for all risk of physical loss or damage to the property in an amount equal to the total project value, less excavations and foundations.

The policy must be maintained for the duration of the project from the beginning of construction until:

- (i) written acceptance by the architect or substantial completion, and
- (ii) a temporary certificate of occupancy or certificate of occupancy has been issued.

A copy of the policy must be delivered to the Board of Education before construction begins. All of the contractor's policies, with the exception of workers' compensation, shall be endorsed by naming the Board of Education, its elected and appointed officials, and employees as additional insured. The contractor must also name the State of New Jersey, the NJSDA, the NJDOE, and the architect and staff as additional insured with respect to the work.

## **30. INTERPRETATIONS AND ADDENDA (N.J.S.A. 18A:18A-21(c) (2))**

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the School Business Administrator and/or the Architect/Engineer of Record. When applicable, and must be received by at least ten (10) business days, not including Saturdays, Sundays, and holidays, prior to the date fixed for the opening of bids to be given consideration. Any interpretations and supplemental instructions will be distributed in the form of written addenda to the specifications. The addenda will be provided by the Board of Education in accordance with N.J.S.A. 18A:18A-21(c) (2) to the bidder by certified mail, certified fax, or delivery service, no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the bids. All addenda so issued shall become part of the contract document.

## **31. LIABILITY – COPYRIGHT**

The contractor shall hold and save the Board of Education, its officials, and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of their contract.

### **32. LIQUIDATED DAMAGES**

The contractor agrees to substantially complete this public works project to the satisfaction of the Board of Education by the stated contract completion date or within the number of working days specified in the contract. Failure to complete the project within the specified time frame or contract completion date shall lead to the Board of Education assessing liquidated damages against the contractor in accordance with and pursuant to N.J.S.A. 18A:18A-41 and 18A:18A-19.

#### **Good Faith Estimate**

The Board of Education may assess liquidated damages by deducting the amount from monies that may be due or become due to the contract. A good faith estimate of damages may be outlined in the Technical Specifications section of the bid.

The Board may also assess the contractor for additional damages for costs the Board may incur because each day the project remains uncompleted. These costs include but are not limited to:

- Construction management fees
- Architect/engineer fees
- District administrative costs
- Any inspector or inspectors necessarily employed by the Board of Education on the work for any number of days in excess of the number allowed in the specifications

The Board of Education may also assess against all monies owed to the contractor, liquidated damages for the violation of any terms and conditions of the contract or agreement by the contractor or the failure to perform said contract or agreement in accordance with its terms and conditions or the terms or conditions of the "Public School Contracts Law," in accordance with and pursuant to N.J.S.A. 18A:18A-19 and 18A:18A-41.

### **33. MAINTENANCE BONDS Required**

When required by the Board of Education, the contractor shall furnish a Maintenance Bond for the total sum of the contract price, indemnifying the Board of Education against defects in construction for a period of two (2) years after the completion of the work, general wear and tear excepted.

The condition of this obligation is such that if the successful contractor shall indemnify and hold harmless the Board of Education from and against all losses, costs, damages, and expenses, whatsoever, which the Board may suffer or be compelled to pay because of the failure of the successful contractor to indemnify the Board against defects in construction for a period of two (2) years after the completion of the work.

### **34. NON-COLLUSION AFFIDAVIT**

The Board of Education requests that a notarized Non-Collusion Affidavit be submitted with the bid. The bidder has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this bid with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the bid and that all statements contained in the said bid and this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in the said bid and in the statements contained in this affidavit in awarding the contract for the said bid.

The bidder has to further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the bidder. The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All bidders are to complete, sign, have their signature notarized, and are requested to submit the form with the bid response.

### **35. NOTICE (AUTHORIZATION) TO PROCEED N.J.S.A. 18A:18A-36 (b)**

The bidder to whom the contract was awarded shall not perform any work or provide any services, materials, or supplies until a Notice (Authorization) to Proceed is received from the Office of the School Business Administrator. (N.J.S.A. 18A:18A-36(b)).

The Board of Education only recognizes the contractor's receipt of an approved, signed purchase order as a Notice to Proceed. No word of mouth, phone, fax, e-mail, letter, or other communication to proceed is a valid Notice to Proceed.

The Board intends to officially notify the bidder to whom the contract was awarded through a Notice to Proceed letter issued by the School Business Administrator. A purchase order will accompany the Notice to Proceed letter. The contractor shall submit certain documents to the Board as requested in the Notice to Proceed letter.

### **36. PAYMENTS**

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by the vendor/contractor
- Packing slips
- Invoices

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education unless otherwise agreed to by written contract or mandated by State Law\*. The Board may, at its discretion, make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time, depending on the Board of Education meeting schedule. \* See N.J.S.A. 18A:18A-40.1--Public Works Contracts

### **37. PAYMENT, PARTIAL, WITHHOLDING**

#### **A. Contract Thresholds; Partial Payments/Withholding**

- Contracts – Less than \$100,000 – Lump Sum Payment

Public works contracts less than \$100,000 shall be paid in one lump total sum, upon completion of the project and to the satisfaction of the Board of Education. (Ref. N.J.S.A. 18A:18A-40.1)

- Contracts – Exceeding \$100,000 – Monthly Payments

Public works contracts that exceed \$100,000 shall be paid with partial payments on a monthly basis for work that was completed to the satisfaction of the Board of Education.  
(Ref. N.J.S.A. 18A:18A-40.1)

### **B. Withholding of Monies – Percentage to be Withheld**

The Board of Education shall withhold the following percentages of outstanding balances of monies owed to contractors:

- Balances Exceeding \$500,000 Two (2%) Percent
- Balances Less than \$500,000 Five (5%) Percent

The amounts withheld shall be returned to the contracts upon fulfillment of the terms of the contract. (Ref. N.J.S.A. 18A:18A-40.3)

### **C. Prompt Payment**

The Board of Education will provide payment in accordance with the “Prompt Payment” law as codified in N.J.S.A. 2A:30A-1 et seq. All payments to contractors are subject to approval by the Board of Education at a public meeting.

All bills submitted to the owner for approval and payment pursuant to N.J.S.A. 2A:30A-1 et seq. must comply with the following provisions. In accordance with N.J.S.A. 2A:30A-2, the “billing date” shall be the periodic billing date specified in the contract with the Board of Education. The awarded bidder signs the certification on the voucher/purchase order that the work has been performed. These bills include all bills for improvements to real property and contracts for engineers, architects, surveyors, design, or skilled services relating to construction work.

Bills that are required to be approved by an engineering or architecture firm (prior to submission to the owner for approval) for purposes of confirmation of successful completion of construction work shall be approved within twenty (20) days of submission of the same to the architect or engineer. If bills are disapproved or monies withheld from payment, the notice of the reason for same shall be given within the same twenty (20) days to the contractor.

The Board must approve the payment of all bills. For the Board to consider a bill for approval, it shall be submitted to the Board at least two weeks prior to a scheduled/or re-scheduled Board meeting date. If the Board, or any agent or officer of the Board, determines that the bill is not approved, then notice of the disapproval shall be sent to the contractor within twenty (20) days of the Board meeting on which the bill was listed for approval. If the Board approves the bill, then payment shall be made to the contractor within seven (7) days of the Board meeting as per the “payment cycle.”

### **D. Release of Liens**

Neither the final payment nor any part of the retained percentage shall become due until the contractor delivers to the Board of Education 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 Board of Education, to indemnify themselves against any liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Board of Education all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

### **38. PERFORMANCE REVIEW—REPORT BY THE SCHOOL BUSINESS ADMINISTRATOR**

The Board of Education is informing all bidders that pursuant to N.J.S.A. 18A:18A-15, the School Business Administrator, upon completion of every contract for public work that exceeds \$20,000, shall report to the department (NJDPMC) as to the contractor's performance and shall also furnish such report from time to time during the performance of the contractor is then in default. The Board shall use NJDPMC Form 43-A Contractor Evaluation Report as the basis of its report.

### **39. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS**

- **Annual Disclosure**

A business entity as defined by law is advised of its 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-20.27 (P.L. 2005 c.271 s.3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement Commission at 1-888-313-3532 or at [www.elec.nj.us](http://www.elec.nj.us).

- **Chapter 271 Political Contribution Disclosure Form**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of 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 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 **\$200 per election cycle** that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

#### **40. POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS**

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4), please note the following:

- **Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)**

“No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under N.J.S.A. 19:44A-1 et seq. to a member of the board of education during the preceding one year period.

- **Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)**

“Contributions reportable by the recipient under P.L. 1973, c.83 N.J.S.A. 19:44A-1 et seq. to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract.”

“When a business entity referred in (a) (2) above is a natural person, contribution by that person’s spouse or child that resides therewith shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.”

- **Chapter 271 Political Contribution Disclosure Form – Required -- N.J.S.A. 19:44A-20.26 (a),**

Pursuant to N.J.S.A. 19:44A-20.26 (a), all business entities shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Board of Education will review the Chapter 271 Form to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract. It is noted that the disclosure requirements set forth in Section 2 of P.L. 2005 c. 271 (N.J.S.A. 19:44A-20.26) also shall apply when the contract is required by law to be publicly advertised for bids.

#### **41. PRE-BID MEETING; ATTENDANCE STRONGLY ENCOURAGED!**

The pre-bid meeting is an important part of the bidding process. It permits all bidders to have an equal understanding of the procurement/contracting requirements and the scope of work involved. Although pre-bid meetings are not mandatory, all potential bidders are strongly encouraged to attend. Please review the Technical Specifications for a pre-bid meeting announcement. Any or all changes to the bid specifications discussed as a result of the pre-bid meeting will be formalized in the form of a written addendum to the specifications and distributed in accordance with N.J.S.A. 18A:18A-21(c) (2). It is anticipated that the pre-bid meeting (if any) scheduled for this project will have an agenda format such as:

- **Registration Period**

All attendees will be asked to register to attend this meeting. Proper photo identification is required. Plans and specifications may be available for purchase from the Architect/Engineer of Record. Attendance will be recorded.

- **Review of Procurement/Contracting Requirements—School Business Administrator**

The School Business Administrator will review the major components of the procurement and contracting requirements of the bid.

- **Scope of Work and Scheduled Completion Time—Architect/Engineer**

The Architect/Engineer of Record, if any, in conjunction with the Director of Facilities (Buildings and Grounds) and the School Business Administrator, will review the scope of the work that is requested and completion time requirements (Number of Working Days). A review of the plans and any drawings may take place.

- **Walkthrough of Facility/Site**

The Architect/Engineer, if any, may conduct a facility site walkthrough with all interested parties in conjunction with the Director of Facilities (Buildings and Grounds) and/or the School Business Administrator.

- **Questions; Clarifications—Official Addenda Process**

Potential bidders are permitted to ask questions during the process. Questions of substantial measure or requiring clarification of work to be completed may be answered at the meeting; however, the Architect/Engineer shall answer all such questions in writing in the form of an official addendum.

Answers to questions, interpretations, or supplemental instructions will be distributed as a written official addendum to the specifications.

The official addenda will be provided by the School Business Administrator's Office of the Board of Education in accordance with N.J.S.A. 18A:18A-21(c) (2) to the bidder by certified mail, certified fax, or delivery service, no later than seven (7) days, not including Saturdays, Sundays, or holidays prior to the date for acceptance of the bids. All addenda so issued shall become part of the bid and contract document.

#### **42. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS**

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

### 43. PRE-QUALIFICATION OF BIDDERS

**DPMC Prequalification**--Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all bidders on any contract for public work(s) in which the entire cost of the contract exceeds \$20,000.00 must be pre-qualified by the Department of Treasury, Division of Property Management and Construction, (DPMC) 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 Board if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction, which fully develops the financial ability, adequacy of plant and equipment, organization, and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

**NJSDA Prequalification**---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:76-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

#### **Prequalification Affidavit—No Material Adverse Change**

Every pre-qualified bidder shall submit, with their bid, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

All bidders shall furnish satisfactory evidence that their subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. Subcontractor listing and bidder's personnel and experience sheet shall be submitted to the Board as part of the bidding documents. Where the bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000.00, the sub-contractor shall be pre-qualified to perform the work, and the bidder shall submit the required documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The Board may make such additional investigations necessary to determine the ability, competence, and financial responsibility of the bidder to perform the work. Upon request, the bidder shall furnish the Board with the information and data for this purpose. The Board reserves the right to reject any bid if the information fails to establish to the Board's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

#### **Notice Of Classification** N.J.S.A. 18A:18A-26 et seq., N.J.S.A. 52:35-1 et seq.

All bidders for public works contracts exceeding \$20,000 shall submit with their bid a copy of a valid and active Notice of Classification letter issued by the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. Any bid submitted to a school board under the terms of New Jersey Statutes, not including a copy of a valid and active classification letter, shall be rejected as being non-responsive to bid requirements.

#### **Uncompleted Contracts (For Contracts Exceeding \$20,000)--N.J.A.C. 17:19-2.13 (a)**

All bidders for public works contracts exceeding \$20,000 shall submit with their bid a copy of a certified Total Amount of Uncompleted Contracts Form as prescribed by code. (Form DPMC 701). Failure to submit this document will result in the rejection of the bid as being non-responsive.

#### **44. PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS**

The State of New Jersey Prevailing Wage Act, with applicable statewide wage rates and the wage rates for the county of the location of the school district, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56.27 et seq., may be included in these bid contract documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development or may be viewed at the following link. <https://www.nj.gov/labor/wageandhour/>.

- **Compliance with New Jersey Prevailing Wage Act—Payment to Workers**

Every contractor and subcontractor performing services in connection with this project shall pay all workers a wage rate not less than the published prevailing wage rates for the locality in which the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

In the event it is found that any worker employed by the contractor or any subcontractor covered by the said contract has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Board of Education may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. Reference N.J.S.A. 34:11-56.27

- **Lowest Bidder Prevailing Wage Certification—Ten Percent (10%)**

The bidder who submits the lowest bid price for the contract by ten (10 %) percent or more under the amount of the next lowest bid shall prior to the award of the contract, certify to the Board of Education on a form provided by the Board, that the prevailing wage rates required by the Prevailing Wage Act shall be paid in performing the work under the contract.

If the bidder does not provide the certification required prior to the award of the contract, the Board of Education shall award the contract to the next lowest responsible and responsive bidder. Reference N.J.S.A. 34:11-56.27 (a)

- **Submission of Certified Payrolls to the Board of Education-- Form MW-562 (6/23)**

Every contractor is required to submit certified payrolls to the Board of Education for each payroll period within ten (10) days of paying wages to their employees. The contractor shall use the New Jersey Department of Labor/Workforce Development Form MW-562 (6/23) to certify payroll records. The contractor further understands that no payments will be made to the contractor by the Board of Education if the Board does not receive certified payrolls. The contractor is responsible for ensuring timely receipt by the Board of certified payrolls. Reference N.J.A.C. 12:60-5.1 (c)

- **Submission of Certified Payrolls—Online to NJ Wage HUB**

Contractors are required to submit certified payrolls for each payroll period using the online Form MW-562 (6/23) through the *New Jersey Wage Hub*.

- **Reminder to the Contractor**

Submitting Form MW-562 (6/23) online to the New Jersey Wage Hub will NOT satisfy the requirement to submit them to the public body.

- **Submission of Affidavit Filing of Written Statements of Amounts Due Workers**

Before final payment, the contractor shall furnish the Board of Education with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements.

The contractor shall keep an accurate record showing the name, craft, or trade and the actual hourly rate of wages paid to each workman employed in connection with this work.

Furthermore, before the Board of Education makes final payment, the contractor and subcontractor shall file written statements with the Board certifying the amounts then due and owing from such contractor and subcontractor filing such statement to all workers for wages due on account of the public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively, which statement shall be verified by the oath of the contractor or subcontractor, as the case may be, that he has read such statement subscribed by him, knows the contents thereof, and that the same is true of his own knowledge; provided, however, that nothing herein shall impair the right of a contractor to receive final payment because of the failure of any subcontractor to comply with provisions of this act. Reference N.J.S.A. 34:11-56.33

- **Posting of Prevailing Wages**

The contractor and subcontractor shall 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 places as used to pay workmen their wages. Ref. 18A:7G-23 and N.J.S.A. 34:11-56.32.

- **Prevailing Wages Certification—Submission with Bid**

The bidder is requested to submit the Prevailing Wages Certification Form with its bid package.

- **Non-compliance Statement**

If it is found that any worker employed by the contractor or any subcontractor covered by the said contract has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Board of Education may begin proceedings to terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

#### **45. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form**

The Board of Education may make such investigations as necessary to determine the bidder's ability to perform the contract's terms. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

#### **46. PUBLIC WORKS CONTRACTOR'S REGISTRATION EVIDENCE—"Public Works Contractor Registration Act"**

- Valid Certificate – Receipt of Bid

All contractors must adhere to the provisions of the Public Works Contractor Registration Act – N.J.S.A. 34:11-56.48 et seq. The PWCRA requires that *"No contractor shall bid on any contract for public work . . . unless the contractor is registered pursuant to this act."* The law requires that all contractors and sub-contractors named in the bid possess a valid certificate at the time the bid is received by the contracting unit, in this case, the Board of Education.

All bidders **are requested** to submit with the bid package a current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Act Certificate that was issued by the State of New Jersey, prior to the receipt of the bid date and time.

The contractor most likely to be considered for the contract award must submit a copy of the current New Jersey Department of Labor and Workforce Development Public Works Contractor Registration Certificate and, if applicable, copies of certifications of all listed subcontractors prior to the award of the contract. **If the successful contractor fails to provide copies of certificates prior to the award of the contract, the bid may be rejected as non-responsive.**

#### **47. REJECTION OF BIDS**

- **Bid Rejections—N.J.S.A. 18A:18A-22—Rejection of All Bids**

The Board of Education reserves the right to reject all bids pursuant to the conditions outlined in N.J.S.A. 18A:18A-22.

- **Bid Rejections—Individual Bids**

The Board reserves the right to reject individual bids when, in their determination, the bid received is not responsive pursuant to N.J.S.A. 18A:18A-2 (y) and/or when the Board determines the bidder not to be responsible—N.J.S.A. 18A:18A-2 (x).

#### **48. RENEWAL OF CONTRACT; AVAILABILITY AND APPROPRIATION OF FUNDS**

The Board of Education may, at its discretion, request that a contract that is subject to renewal be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator may negotiate terms for a renewal of the contract proposal and present such negotiated proposal to the Board of Education. The Board of Education is the final authority in awarding contract renewals. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

#### **49. RIGHT TO KNOW LAW**

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Worker and Community Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the following:

New Jersey Department of Health  
Workplace Health and Safety  
Right to Know Unit, CN 368  
Trenton, New Jersey 08625-0368

#### **50. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)**

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or **school district**, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater

interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

The included Statement of Ownership shall be completed and submitted with the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

#### **51. SUBCONTRACTING: Subcontractor Disclosure Statement; Named Specialty Trades**

Pursuant to N.J.S.A. 18A:18A-18 (b), any bidder who bids for the overall contract (Paragraph (5) and who will subcontract any of the following work shall identify the subcontractor(s) that will be used on the form provided by the Board of Education.

- Plumbing and gas fitting work;
- Refrigeration, heating, and ventilating systems and equipment;
- Electrical work, including any electrical power plant, tele-data, fire alarm, or security systems; and
- Structural steel and ornamental ironwork;

The Board of Education requires this document to be submitted with the bid package.

#### Qualified Subcontractors

If the cost of the work done by the subcontractors exceeds \$20,000.00, then said contractor shall be qualified in accordance with N.J.S.A. 18A:18A-26 et seq. For those subcontractors in the four branches listed above, the bidder shall supply proof that the subcontractor is qualified by submitting with the bid response the following subcontractor documents:

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate
- Trade Licenses when applicable

For all other subcontractors who will perform work valued in excess of \$20,000.00, the bidder shall submit the evidence of the subcontractor's qualifications listed above within ten (10) days of receipt of notice of the award of the contract.

Documents to be Submitted: All Subcontractors; Request of the Board of Education Contractors, other than those submitting a bid pursuant to Paragraph (5) of N.J.S.A. 18A:18A-18A and who will be using a subcontractor on any part of the bid, are requested to identify the subcontractor(s) by submitting the bid package the following subcontractor documents at the time of the bid:

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate
- Trade Licenses when applicable

Contractors are reminded that the subcontractors listed on the forms provided by the school district may not be changed later, except in the case of failure in performance or other contract breaches where a change is needed to protect the school district.

**NJSDA Prequalification**---Pursuant to N.J.S.A. 18A:7G-33, all contractors bidding on any contract for a School Facilities Project as defined in N.J.A.C. 6A:26-1.2, shall be prequalified with the New Jersey School Development Authority in the major construction trades listed in N.J.S.A. 18A:76-33. Bidders will have to submit a Sworn Contractor Certification attesting to the NJSDA prequalification. Named subcontractors shall also be pre-qualified with the NJSDA—N.J.A.C. 6A:26-4.7 (b) (3).

## **52. SUBCONTRACTING: PROHIBITIONS: HOLD HARMLESS**

Prime contractors, with whom the Board of Education have an executed contract, may not subcontract any part of any work done for the Board without first receiving written approval from the Board. Contractors seeking to use subcontractors must first complete the Request to Sub-Contract Form as provided by the Board of Education.

### **Subcontractors Prohibited to Sub Contract**

It is the prime contractor's responsibility to ensure that no subcontractor who has received written permission to do work for the Board subcontracts any of their work without first receiving written approval from the prime contractor and the School Business Administrator or designee. The prime contractor assumes all responsibility for work performed by subcontractors. The prime contractor must also provide to the Board of Education the following documents secured from all approved subcontractors:

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law;
- Evidence of Performance Security;
- Documents listed in the Subcontractor Document Submissions list.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

### **53. SWORN CONTRACTOR CERTIFICATION—(Bidder’s Certification)**

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

### **54. TAXES; Contractor’s Use of Board’s Tax Identification Number—Prohibited**

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.) and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of the said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to all labor, services, materials, and supplies furnished to the Board of Education.

Contractors may not use the Board’s tax identification number to purchase supplies, materials, services, or equipment for this project. A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies, and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education.

All contractors are referred to the New Jersey Division of Taxation—**Tax Bulletin S&U-3** and, in particular, the Contractor’s Exempt Purchase Certificate (Form ST-13). Again, contractors are not permitted to use the Board’s tax identification number to purchase supplies, materials, services, or equipment.

### **55. TERMINATION OF CONTRACT**

If the Board of Education determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties, and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused to the District by the contractor’s breach of this agreement. The Board may withhold payment due to the contractor and apply the same towards damages once established. The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources. The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

### **56. WITHDRAWAL OF BIDS**

- **Before The Bid Opening**

The School Business Administrator may consider a written request from a bidder to withdraw a bid if the School Business Administrator receives the written request before the advertised time of the bid opening. Any bidder who has been granted permission by the School Business Administrator to have their bid withdrawn cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

- **After The Bid Opening**

The Board of Education may consider a written request from a bidder to withdraw a bid if the School Business Administrator receives the written request within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor who wishes to withdraw a bid must provide a certification supported by written factual evidence that the contractor made an error or omission and that the error or omission was a substantial computational error, unintentional omission, or both.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator, the Director of Facilities (Buildings and Grounds), other interested administrators, and the Architect/Engineer of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn, the bidder shall be disqualified from bidding on the same project if the project is re-bid. If the bidder fails to meet the burden of proof to have the bid withdrawn, the request to withdraw the bid will be denied, and if the bidder fails to execute the contract, the bid guarantee will be forfeited and become the property of the Board of Education.

# MONROE TOWNSHIP BOARD OF EDUCATION



## BID DOCUMENTS

All documents in this section shall be completed, signed, and submitted with the bid package. Failure to submit the bid documents and other specified documents may result in the bid being rejected as non-responsive (N.J.S.A. 18A:18A-2(y)).



**Lisa Schulz**  
School Business Administrator/Board Secretary

**ACKNOWLEDGEMENT OF ADDENDA**

**Partial Roof Replacement at the Monroe Township Middle School**

Bid No. **1313**

Bid Date **Wednesday, August 6, 2025**

The bidder acknowledges receipt of the hereinafter enumerated Addenda issued during the bidding period and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

ADDENDUM NO.	ISSUING DATE
_____	_____
_____	_____
_____	_____
_____	_____

**NO ADDENDA RECEIVED**

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

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

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

This document is be submitted with the bid package.

## **AFFIRMATIVE ACTION—CONSTRUCTION CONTRACTS--ACKNOWLEDGEMENT**

The undersigned acknowledges and agrees to comply with the following:

### **AFFIRMATIVE ACTION—EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO**

The construction contractor shall complete and submit an Initial Project Workforce Report, Form AA-201, upon notification of award by the Board of Education but prior to the execution of the contract. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. 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 Department of Labor Workforce and Development and the Board of Education Public Agency Compliance Officer.

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT B. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

#### **Vendor/Contractor Guidelines for Awarded Public Contracts**

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link.

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](http://state.nj.us)

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

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

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

Bid No. 1313

This document is to be submitted with the bid package.

# ASSURANCE OF COMPLIANCE FORM

## Contact with Students

During the performance of this contract, a contracted service provider may come in contact with the school district's students. The district fully understands its obligation to provide all students and staff members with a safe, educational environment. To this end, the district requires all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below-listed requirements and the bidder's assurance of compliance with those listed requirements.

## Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider who has witnessed or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer or the School Business Administrator.

## Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider shall provide to the school district, prior to commencement of the contract, evidence or proof that each employee assigned to provide services and who comes in **regular contact** with students has had a criminal history background check and, furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide proof of criminal history background check for any employee coming in regular contact with students prior to commencement of contact may be cause for breach of contract. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

## Pre-Employment Requirements; P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq.

When applicable, all contracted service providers whose employees have **regular contact with students** shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education, Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<https://www.nj.gov/education/crimhist/preemployment/>

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

Name of Authorized Representative \_\_\_\_\_

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

As part of this bid, all bidders are to sign and submit the enclosed Assurance of Compliance Form, acknowledging their responsibilities to comply with the above laws and administrative code.

Bid No. 1313

**MONROE TOWNSHIP BOARD OF EDUCATION**

**CHAPTER 271  
POLITICAL CONTRIBUTION DISCLOSURE FORM**

**(Contracts that Exceed \$17,500.00)**

**Ref. N.J.S.A. 19:44-20.26**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (Business Entity) has made the following reportable political contributions (more than **\$200** per election cycle) to any elected official, political candidate, or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract.

**Reportable Contributions**

<b>Date of Contribution</b>	<b>Amount of Contribution</b>	<b>Name of Recipient</b>	<b>Name of Contributor</b>

The Business Entity may attach additional pages if needed.

---

**NO REPORTABLE CONTRIBUTIONS** (Please check (✓) if applicable.)

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

**Certification**

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.

Name of Authorized Agent \_\_\_\_\_

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_

Business Entity \_\_\_\_\_

Bid No. 1313

The Board of Education requires that this document be completed and returned with the bid.

# CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of 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 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 **\$200 per election cycle** that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

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

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

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

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.** **July 20, 2023**

**INSERT LIST OF AGENCIES IN YOUR  
COUNTY AND LEGISLATIVE  
DISTRICT(S)**

**MONROE TOWNSHIP BOARD OF EDUCATION**  
**CONTRACTOR QUESTIONNAIRE/CERTIFICATION**

**RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL**

Bid No. **1313**

Bid Date **Wednesday, August 6, 2025**

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

Address \_\_\_\_\_ P.O. Box \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Business Phone Number ( ) \_\_\_\_\_ Extension \_\_\_\_\_

Emergency Phone Number ( ) \_\_\_\_\_ FAX NO. ( ) \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No. \_\_\_\_\_

Unique Entity Identifier (if applicable) \_\_\_\_\_ CAGE Code (if applicable) \_\_\_\_\_

**Questionnaire**

1. How many years have you been engaged in the contracting business under your present firm or trading name?

\_\_\_\_\_ Years

2. Have you ever failed to complete any work awarded to your Business Entity?

Yes       No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

3. Have your Business Entity ever defaulted on a contract?

Yes       No

If yes, explain \_\_\_\_\_

\_\_\_\_\_

4. Have you or other principals of your Business Entity been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any public works projects by any federal, state, or local agencies, including any **“prior negative experience”** disqualification pursuant to N.J.S.A. 18A:18A-4 (b) (c)?

Yes       No

If yes, explain \_\_\_\_\_

***(Form continued on next page)***

# CONTRACTOR QUESTIONNAIRE/CERTIFICATION--Page 2

## RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL

Bid No. **1313**

Bid Date **Wednesday, August 6, 2025**

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

### **Experience – Educational Facilities:**

The Board of Education requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of a similar nature as outlined in the bid from \_\_\_\_\_ (\_\_\_\_) public school districts/charter schools in New Jersey within the past \_\_\_\_\_ (\_\_\_\_) years. Bidders are to complete the section on experience and provide supporting documentation with the bid package.

A. Title of Work/Project: \_\_\_\_\_

Name of School District: \_\_\_\_\_

Name of School Official: \_\_\_\_\_ Title \_\_\_\_\_

Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

B. Title of Work/Project: \_\_\_\_\_

Name of School District: \_\_\_\_\_

Name of School Official: \_\_\_\_\_ Title \_\_\_\_\_

Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

C. Title of Work/Project: \_\_\_\_\_

Name of School District: \_\_\_\_\_

Name of School Official: \_\_\_\_\_ Title \_\_\_\_\_

Phone Number \_\_\_\_\_ E-Mail \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

*(Form continued on next page)*

**CONTRACTOR QUESTIONNAIRE/CERTIFICATION--Page 3**

**RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL**

Bid No. **1313**

Bid Date **Wednesday, August 6, 2025**

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

**References**

**Architects**--List names of architects that you have worked with on projects within the last five (5) years.

	<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

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

**Bank**--List the name of the principal bank with which your Business Entity does business.

	<u>Bank</u>	<u>Officer</u>	<u>Phone Number</u>
	_____	_____	_____

**Trade**--List names of companies within your trade with which your Business Entity does business:

	<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

*(Form continued on next page)*

# CONTRACTOR QUESTIONNAIRE/CERTIFICATION--Page 4

## RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL

Bid No. 1313

Bid Date **Wednesday, August 6, 2025**

---

Name of Business Entity

### CERTIFICATIONS

- **Debarment/Suspension**

I certify that the entity listed on the form or any person employed by this entity, nor the person's affiliates, are not debarred or suspended from contracting with a federal government agency, nor debarred or suspended from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting the following.

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov/exclusions)
- Workplace Accountability in Labor List (The WALL)

- **Direct/Indirect Interests**

I declare and certify that no member of the ANYTOWN Board of Education, nor any officer or employee, or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation exists where a Board member, employee, officer of the board has an interest in the bid, etc., please attach a letter of explanation to this document duly signed by the president of the firm or Business Entity.

- **Gifts; Gratuities; Compensation**

I declare and certify that no person from my firm, business, corporation, association, or partnership offered or paid any fee, commission, or compensation or offered any gift, gratuity, or other things of value to any school official, board member, or employee of the Board of Education.

- **Vendor Contributions**

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3 (a) (1-4) concerning vendor contributions to school board members.

- **False Material Representation/Truth in Contracting**

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a false material representation in connection with the negotiation, award, or performance of a government contract. I further acknowledge my understanding of the New Jersey Truth in Contracting Laws.

---

President or Authorized Agent

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**Signature**

This document is to be submitted with the bid package.

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**  
**Public Works**

**RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL**

Bid No. **1313**

Bid Date **Wednesday, August 6, 2025**

It is the determination of the Board of Education that this is a public works project in which the contract amount in total will exceed \$2,000.00 (two thousand dollars); therefore, pursuant to the Public Works Contractor Registration Act -- N.J.S.A. 34:11-56.48 et seq., bidders are to be aware of the following:

No contractor shall bid on any contract for public work as defined in N.J.S.A.34:11-56.26 unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid for the contract unless the subcontractor is registered pursuant to N.J.S.A.34:11-56.48 et seq. at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid, shall engage in the performance of any public work subject to the contract unless the contractor or subcontractor is registered pursuant to that act.

I certify that our Business Entity understands that the project of the Board of Education requires that all contractors and subcontractors listed in this bid possess a valid Contractor Registration Certificate at the time the bid is received by the Board and furthermore certify that I will provide copies of the valid certificates prior to the award of contract.

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

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

This document is to be submitted with the bid package.

# EQUIPMENT CERTIFICATION

## RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL

Bid No. **1313**

Bid Date: **Wednesday, August 6, 2025**

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

A) \_\_\_\_\_ (*Name of Business Entity*) owns all the necessary equipment as required by the specifications and to complete the specified public work project.

**or**

B) \_\_\_\_\_ (*Name of Business Entity*) leases or controls all the necessary equipment as required by the specifications and completes the specified public work project.

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

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

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

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

The Board of Education requires that this document be submitted with the bid package.

# NON-COLLUSION AFFIDAVIT

## RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL

**Bid No. 1313**

**Bid Date: Wednesday, August 6, 2025**

I, \_\_\_\_\_ of the City of \_\_\_\_\_

in the County of \_\_\_\_\_ and the State of \_\_\_\_\_

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

I am \_\_\_\_\_ of the \_\_\_\_\_  
Title Name of Business Entity

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(Print Name of Contractor/Vendor)

Subscribed and sworn to: \_\_\_\_\_  
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
Print Name of Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.  
Month Day Year

\*SEAL\*

\*STAMP\*

This document is to be submitted with the bid package.



# PREVAILING WAGES COMPLIANCE CERTIFICATION

## Partial Roof Replacement at the Monroe Township Middle School

The Board of Education determines that this public works project will total more than \$2,000.00 (two thousand dollars). Therefore, prevailing wage rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

### Certification

I certify that our Business Entity understands that we shall pay all workers a wage rate not less than the published prevailing wage rates for the locality in which the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay its workers prevailing wages in full accordance with the law.

### Certified Payrolls—Form MW 562 (6/23)

I agree to submit certified payrolls to the Board of Education for each payroll period within ten (10) days of the payment of wages. The contractor shall use the New Jersey Department of Labor/Workforce Development **Form MW-562 (6/23)** to certify payroll records. I further understand that the Board of Education will not make any payments if certified payrolls are not received. The Board of Education reminds all contractors of the following.

- **Submission of Certified Payrolls—Online to NJ Wage HUB**

Contractors are required to submit certified payrolls for each payroll period using the online Form MW-562 (6/23) through the *New Jersey Wage Hub*.

- **Reminder to the Contractor**

Submitting Form MW-562 (6/23) online to the New Jersey Wage Hub will NOT satisfy the requirement to submit them to the Board of Education.

### Non-compliance Statement

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

### NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the bidder or any person having an “interest” with the bidder been notified by the New Jersey Department of Labor and Workforce Development by a notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the 18 within the last five (5) years?

\* Yes \_\_\_\_\_

No \_\_\_\_\_

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

### Submission of Certified Payroll Records

All certified payroll records are to be submitted to the person named below, who is coordinating the activities for the project:

Lisa Schulz  
Monroe Township Board of Education

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

Authorized Agent \_\_\_\_\_

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

This document is to be submitted with the bid package.

## STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

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

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

**Part II** Check the appropriate box

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who owns a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**
- OR**
- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

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

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

# SUBCONTRACTOR'S DISCLOSURE FORM

## RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL

The \_\_\_\_\_ (Name of Business Entity)

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

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_  
Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

If the bidder is not going to subcontract any portion of this project, the bidder need not complete any further part of this document. If the bidder will subcontract any of the work, the bidder must do the following:

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

### Subcontractor Documents Submission; Single Overall Contract Bid

For those subcontractors in the four branches listed below, the bidder shall supply proof that the subcontractor is qualified by submitting with the bid response the following subcontractor documents:

- Plumbing and gas fitting work;
- Refrigeration, heating, and ventilating systems and equipment;
- Electrical work, including any electrical power plant, tele-data, fire alarm, or security systems; and
- Structural steel and ornamental ironwork;

### Documents to be Submitted

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

### Subcontractor Documents Submission: All Subcontractors

Contractors, other than those submitting a bid pursuant to Paragraph (5) of N.J.S.A. 18A:18A-18A and who will be using a subcontractor on any part of the bid, are requested to identify the subcontractor(s) by submitting the bid package the following subcontractor documents at the time of the bid:

### Documents to be Submitted

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

*\* Failure to identify the names and addresses of any subcontractors required to be named in the bid, or to submit the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.*

The Board of Education requires that this document be submitted with the bid package.

**SUBCONTRACTOR'S DISCLOSURE STATEMENT (Continued)**

**RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL**

**1. Sub-contractor for PLUMBING AND GAS FITTING WORK**

Name of Subcontracting Business Entity \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No: \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

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

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

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

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

**Certification of Equipment**

The \_\_\_\_\_ hereby certifies the above-named  
*Name of Business Entity*

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

\_\_\_\_\_  
**Authorized Agent (Print) -- Bidder**

\_\_\_\_\_  
**Signature of Authorized Agent—Bidder**

The Board of Education requires that this form be completed and returned with the bid, if applicable.

**SUBCONTRACTOR'S DISCLOSURE STATEMENT (Continued)**

**RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL**

**2. Sub-Contractor for REFRIGERATION, HEATING & VENTILATING SYSTEMS, AND EQUIPMENT**

Name of Subcontracting Business Entity \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No: \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

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

\_\_\_\_\_ Yes Estimated Value of Contract \$ \_\_\_\_\_

\_\_\_\_\_ No Estimated Value of Contract \$ \_\_\_\_\_

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

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

**Certification of Equipment**

The \_\_\_\_\_ hereby certifies the above-named  
*Name of Business Entity*

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

\_\_\_\_\_  
**Authorized Agent (Print) -- Bidder**

\_\_\_\_\_  
**Signature of Authorized Agent—Bidder**

The Board of Education requires that this form be completed and returned with the bid, if applicable.

**SUBCONTRACTOR'S DISCLOSURE STATEMENT (Continued)**

**RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL**

**3. Sub-Contractor for ELECTRICAL WORK; TELE-DATA, FIRE ALARM OR SECURITY SYSTEMS**

Name of Subcontracting Business Entity \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No: \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

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

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

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

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

**Certification of Equipment**

The \_\_\_\_\_ hereby certifies the above-named  
*Name of Business Entity*

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

\_\_\_\_\_  
**Authorized Agent (Print) -- Bidder**

\_\_\_\_\_  
**Signature of Authorized Agent—Bidder**

The Board of Education requires that this form be completed and returned with the bid, if applicable.

**SUBCONTRACTOR’S DISCLOSURE STATEMENT (Continued)**

**RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL**

**4. Subcontractor for STRUCTURAL STEEL & IRON WORK**

Name of Subcontracting Business Entity \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No: \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

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

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

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

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor’s Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

**Certification of Equipment**

The \_\_\_\_\_ hereby certifies the above-named  
*Name of Business Entity*

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

\_\_\_\_\_  
**Authorized Agent (Print) -- Bidder**

\_\_\_\_\_  
**Signature of Authorized Agent—Bidder**

The Board of Education requires that this form be completed and returned with the bid, if applicable.

## REQUEST OF THE BOARD OF EDUCATION

Contractors, other than those submitting a bid pursuant to Paragraph (5) of N.J.S.A. 18A:18A-18A and who will be using a subcontractor on any part of the bid, **are requested** to identify the subcontractor(s) by submitting the bid package the following subcontractor documents at the time of the bid:

### SUBCONTRACTOR'S DISCLOSURE STATEMENT

#### **OTHER TRADES**

Title of Bid

Name of Trade/Type of Work \_\_\_\_\_

Name of Subcontracting Business Entity \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ FEIN No: \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

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

\_\_\_\_\_ Yes Estimated Value of Contract \$ \_\_\_\_\_

\_\_\_\_\_ No Estimated Value of Contract \$ \_\_\_\_\_

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

- Notice of DPMC Classification Form
- Total Amount of Uncompleted Contractor's Form—Certified (Form DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate

#### **Certification of Equipment**

The \_\_\_\_\_ hereby certifies the above-named

*Name of Business Entity*

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

\_\_\_\_\_  
**Authorized Agent (Print) -- Bidder**

\_\_\_\_\_  
**Signature of Authorized Agent—Bidder**

**SWORN CONTRACTOR CERTIFICATION; QUALIFICATIONS AND CREDENTIALS  
(Bidder's Certification)**

Bid No. 1313

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

I, \_\_\_\_\_, the principal owner or officer of the business entity, certify that the forging statements are true and our firm has the following qualifications and credentials:

- A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of this certificate is requested to be submitted with the bid but prior to the award of the contract.
- A current, valid Certificate of Authority to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
- A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;

During the term of the school facilities project, I, as principal owner or officer of the business entity or corporation and the contractor, will have in place a suitable quality control and quality assurance program and appropriate safety and health plan. I certify that, at the time of bidding, the amount of the bid proposal and the value of all of its outstanding incomplete contracts do not exceed the firm's existing aggregate rating limit.

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

Name of Owner or Officer \_\_\_\_\_

**Signature of Owner or Officer** \_\_\_\_\_

Notarized before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
**NOTARY PUBLIC SIGNATURE** Print Name of Notary Public

My commission expires \_\_\_\_\_  
Month Day Year

**-SEAL- STAMP**

The Board of Education requires that this form be completed and returned with the bid.

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

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives. It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

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

Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

The Board requests that this form be submitted with the bid.

**EXHIBIT B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**  
**N.J.A.C. 17:27-1.1 et seq.**  
**CONSTRUCTION CONTRACTS**

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade.

## EXHIBIT B (Continued)

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

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

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

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

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

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

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

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

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

# CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the ANYTOWN Board of Education prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: BIDDER/VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
Unique Identifier Number (if applicable)	
CAGE/NCAGE Code (if applicable)	
<b>Check the box that represents the type of business organization:</b>	

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

PART II – CERTIFICATION OF NON-DEBARMENT: INDIVIDUAL OR ORGANIZATION			
<p>I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>ANYTOWN Board of Education</b> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <b>ANYTOWN Board of Education</b> to notify the <b>ANYTOWN Board of Education</b> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <b>ANYTOWN Board of Education</b>, permitting the <b>ANYTOWN Board of Education</b> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

**PART III – CERTIFICATION OF NON-DEBARMENT: INDIVIDUAL OR ENTITY OWNING GREATER THAN 50 PERCENT OF ORGANIZATION**

**Section A (Check the Box that applies)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
--------------------------	---

Name of Individual or Organization	
------------------------------------	--

Physical Address	
------------------	--

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

**Section B (Skip if no Business entity is listed in Section A above)**

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization’s parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization’s parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization’s parent entity, as the case may be.
--------------------------	---

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
--	--

Physical Address	
------------------	--

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

**Section C – Part III Certification**

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ANYTOWN Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award the ANYTOWN Board of Education to notify the ANYTOWN Board of Education in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Board of Education, permitting the ANYTOWN Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**

Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Physical Address

**\*\*Add additional sheets if necessary\*\***

OR

The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

**Section B (skip if no business entities are listed in Section A of Part IV)**

Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

**\*\*Add additional Sheets if necessary\*\***

OR

No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

**Section C – Part IV Certification**

I hereby certify that the Organization listed above in Part I, does not own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the ANYTOWN Board of Education is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the ANYTOWN Board of Education to notify the ANYTOWN Board of Education in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the ANYTOWN Board of Education, permitting the ANYTOWN Board of Education to declare any contract(s) resulting from this certification void and unenforceable.

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

This form is to be completed and returned with the bid.

**MONROE TOWNSHIP BOARD OF EDUCATION**

# Appendix Section

A. Model Performance Bond Form - *Sample*

B. Surety Disclosure Statement and Certification - *Sample*

**Model Performance Bond Form**  
N.J.S.A. 2A:44-147

***SAMPLE***

2A:44-147. The bond required by this article shall be in substantially the following form:

"Know all men by these presents, that we, the undersigned as principal and as sureties, are hereby held and firmly bound unto in the penal sum of dollars, 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 above named principal did on the ..... day of ....., 20 ....., enter into a contract with , which said contract is made a part of this the 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 and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A:44-143 having a just claim, as well as for the oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

"The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond."

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

L.1951 (1st SS), c.344; amended [1996, c.81](#), s.6.

**Surety Disclosure Statement and Certification**

N.J.S. A. 2A:44-143

**SAMPLE**

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

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

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, ..... (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

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

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or

(3)(b) above, or both, then for each such contract of reinsurance:

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

.....

.....

.....; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. [1993, c.243](#) (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

(to be completed by an authorized certifying agent

for each surety on the bond)

I ..... (name of agent), as ..... (title of agent) for ..... (name of surety), a corporation/mutual insurance company/other (indicating type of business organization) (circle one) domiciled in ..... (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

.....

(Signature of certifying agent)

.....

(Printed name of certifying agent)

.....

(Title of certifying agent)

L.1951 (1st SS), c.344; amended [1979, c.408](#); [1989, c.316](#); [1991, c.454](#); 1995, c.38, s.2; [1995, c.384](#), s.1; [1996, c.81](#), s.2.

MONROE TOWNSHIP BOARD OF EDUCATION



# TECHNICAL SPECIFICATIONS



**Lisa Schulz**  
School Business Administrator/Board Secretary

# Supplemental Specifications

## Title of Bid

### AWARD OF CONTRACT

The Board of Education intends to award the contract for the project as follows:

### RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL

### EXPERIENCE

The Board of Education requires evidence from all bidders that they have completed work or projects of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid from \_\_\_\_\_ (\_\_\_\_) public school districts or charter schools located in New Jersey within the past \_\_\_\_\_ (\_\_\_\_) years.

### NUMBER OF WORKING DAYS; TIME OF COMPLETION -- (N.J.S.A. 18A:18A-19)

The contractor agrees to substantially complete this public works project to the satisfaction of the Board of Education within \_\_\_\_\_ (\_\_\_\_) working days from the receipt of the official Notice to Proceed and purchase order. The district has defined a working day as a calendar day.

The number of working days the district sets may be extended by mutual agreement between the contractor and the district. The mutual agreement shall be in writing and considered an addendum to the contract.

### PRE-BID MEETING

A pre-bid meeting for this project is scheduled for

July 10, 2025

10:00 a.m.

At the Williamstown High School, 700 Tuckahoe Road, Williamstown, NJ 08094

The purpose of this meeting is to review the legal and technical requirements of the bid proposal. While attendance is not mandatory, prospective bidders are strongly encouraged to attend this important meeting. As a result of the pre-bid meeting, addenda to this bid proposal may be issued.

**TRADE CLASSIFICATION(S) (Optional)**

**A. Bidder:**

For the purpose of this Public Works bid, each bidder shall be classified by the State of New Jersey—Division of Property Management and Construction in the following trade(s):

Classification Code  
\_\_\_\_\_ (*List Code #*)

Classification Trade Name  
\_\_\_\_\_ (*List name of trade*)

Proof of classification shall be submitted with the bid package in the form of a current Notice of Classification as issued by the New Jersey Division of Property Management and Construction.

**B. Subcontractor:**

For the purpose of this Public Works bid, each bidder shall use a subcontractor that is properly classified by the State of New Jersey—Division of Property Management and Construction in the following trade(s):

Classification Code  
\_\_\_\_\_ (*List Code #*)

Classification Trade Name  
\_\_\_\_\_ (*List name of trade*)

Proof of classification, in the form of a current Notice of Classification form, for each Sub-Contractor shall be submitted by the bidder with the bid package for any estimated subcontractor work exceeding \$20,000.00.

**APPROVED APPRENTICESHIP FORM**  
**FOR CONSTRUCTION PROJECTS**

Apprenticeship is training in occupations that require a wide and diverse range of skills and knowledge, as well as maturity and independence of judgement. It involves planned, day-by-day training on the job and experience under proper supervision, combined with related technical instruction.

As practiced by modern industry, apprenticeship is a business-like system designed to provide workers entering industry with comprehensive training by exposing them to the practical and theoretical aspects of the work required in a highly skilled occupation. This is accomplished through structured training on the job and related theoretical instruction.

Under the National Apprenticeship Act, the Bureau of Apprenticeship and Training (BAT) is responsible for providing service to existing apprenticeship programs and technical assistance to organizations that would like to establish an apprenticeship program. The Bureau works very closely with State Apprenticeship Councils (SAC) and the educational system to deliver support services at the National, State and local level.

Approved Apprenticeship programs are usually available through local County Vocational Schools, through various Union Locals, and/or through the U.S. Department of Labor.

The U.S. Department of Labor for New Jersey may be reached at:

US Department of Labor  
Bureau of Apprenticeship & Training  
485 Route 1 South  
Bldg. "E," Room 300  
Iselin, New Jersey 08830

The Monroe Township Board of Education has determined that it would be in the best interest of this particular project, and reasonably related to the specific work to be performed, that all bidders be required to participate in an approved apprenticeship program pursuant to standards established under the Department of Wage and Industry Act of 1948 (N.J.S.A. 34:1A-34 et. seq.). This requirement may be met by either showing a written agreement with a Union (**Which must be attached with your bid submission**) with an appropriate apprenticeship program, or by maintaining an in-house program that materially follows the guidelines for apprenticeship set forth by the Union of the same trade:

All subcontractors used by the bidder shall also have an approved apprenticeship program (**Which must be attached with your bid submission**).





# AIA<sup>®</sup> Document A701<sup>™</sup> – 2018

## Instructions to Bidders

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

**THE OWNER:**  
*(Name, legal status, address, and other information)*

**THE ARCHITECT:**  
*(Name, legal status, address, and other information)*

### TABLE OF ARTICLES

- 1      **DEFINITIONS**
- 2      **BIDDER'S REPRESENTATIONS**
- 3      **BIDDING DOCUMENTS**
- 4      **BIDDING PROCEDURES**
- 5      **CONSIDERATION OF BIDS**
- 6      **POST-BID INFORMATION**
- 7      **PERFORMANCE BOND AND PAYMENT BOND**
- 8      **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612<sup>™</sup>-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning \_\_\_\_\_ days after the opening of Bids, withdraw its Bid and request the return of its bid security.

#### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 Opening of Bids**

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

### **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

### § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- 1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- 2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- 3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- 4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013.)*

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

## SUPPLEMENTARY INSTRUCTION TO BIDDERS

The Instruction to Bidders of the American Institute of Architects, AIA-A701, 2018 Edition; hereinbefore attached as follows, inclusive is hereby supplemented amended or changed for this project as follows:

### ARTICLE 3 – BIDDING DOCUMENTS

#### 3.2.4 PLANS AND SPECIFICATIONS

The project shall be performed in accordance with the requirements of the plans and specifications which 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 conflict between drawings and specifications or drawings themselves or specifications themselves, or addenda or other contract documents not fully resolved by written addendum shall be bid on the more expensive material and method of work. It shall be impressed upon the bidder to attempt to contact the Architects for all interpretations as promptly as possible during the bidding period.

### ARTICLE 4 – BIDDING PROCEDURE

#### 4.2 BID SECURITY

4.2.1 Each proposal shall be accompanied by a Proposal Guarantee in the form of a Certified Check, Bid Bond, or Cashier's Check made payable to the Owner in the sum of Ten Percent (10%) of the Proposal, but in no case in excess of Twenty Thousand Dollars (\$20,000.00). Attorneys-in-fact who sign bonds must file with each bond a certificate and effectively dated copy of their power of attorney.

4.2.2 Form of Bid Bond to be provided by contractor.

4.2.3 All bid security except the security of the three apparent lowest responsible bidders shall, if requested, be returned after ten (10) days from the openings of the bids, Sundays and holidays excepted and the bids of such bidders shall be considered as withdrawn. Within three (3) days after the awarding of the contract and the approval of the Contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them forthwith, Sundays and holidays excepted.

#### 4.3 SUBMISSION OF BIDS

4.3.5 In accordance with Notice of Bids, proposals will be received for the performance of the project, on the items stated in the Form of Proposal for the project. The price bid shall cover all cost of any nature growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to perform and complete the project in the manner and within the time required, all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the project, and any additional expenses for unforeseen defective work or materials. Conditions, limitations or provisions attached by the bidder to the Proposal will not be accepted.

4.3.6 Bidders are cautioned to acquaint themselves with any requirements therein necessitating installation work by one Contractor of materials or equipment furnished by another Contractor as required to complete the entire project. Bidders shall also note all cases where it is specified that all work or material or both are to be omitted by one contractor and are to be furnished by another identified therein.

- 4.3.7 Proposals shall be submitted on the Form of Proposal furnished by the Architects properly filled out and shall be duly executed. When the Proposal is made by any individual, his post office shall be stated, and he shall sign the Proposal; when made by a firm or partnership, its name and post office address shall be stated and the Proposal shall be signed by one or more of the partners; when made by a corporation, its name and the principal post office shall be stated, and the Proposal shall be signed by an authorized official of the corporation. Before award is made to a bidder not a resident of the State of New Jersey, such bidder shall designate a proper agent on the State of New Jersey on whom service can be made in event of litigation.
- 4.3.8 The Contractors shall submit with their bid a Certificate of Surety from a bonding company, licensed in New Jersey, stating that they will provide a 100% Payment and Performance Bond for the Contractor.
- 4.5 NEW JERSEY OWNERSHIP STATEMENT
- 4.5.1 BE IT ENACTED by the State and General Assembly of the State of New Jersey:
- a. No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State of any county, municipality or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.
- 4.6 CONTRACTOR'S PRE-QUALIFICATION STATEMENT
- 4.6.1 Pursuant to Public Laws 1962, Chapter 105, for work exceeding \$20,000.00 the bidder shall submit with his bid a notarized affidavit setting forth the type and amount of work for which he has been qualified and that this qualification is current, and the extent of his uncompleted contracts at the time, and the date of classification. Forms for this purpose are available from the Division of Building and Construction, Taxation Building, 8<sup>th</sup> Floor, West State and Willow Streets, Trenton, New Jersey 08625.
- 4.6.2 Bidder shall also submit an Affidavit stating that there have been no material adverse changes in the qualification information submitted to obtain the classification from the State. All bidders shall include a "No Material Change of Circumstances Affidavit" with their bid.
- 4.7 Bidders shall comply with "The Public Works Contractor Registration Act". Bidders must apply for registration before bidding on this project. A copy of the Certificate or Registration OR a completed and submitted registration application must be included in the bid package.

## ARTICLE 5 – CONSIDERATION OF BIDS

### 5. ACCEPTANCE OF BID (AWARD)

- 5.3.3 Proposals shall be in effect for a period of sixty (60) days from the date bids are opened. Owner shall have the right to award any or all contracts during that period of time.
- 5.3.4 Award, if made, will be to the lowest responsible bidder whose proposal is complete in all respects with the requirements stated herein. Owner reserves the right to reject any or all bids. Any change or omission from the required proposal will be the basis for rejecting the proposal.

- 5.3.5 The Owner reserves the right to reject, in good faith, any bid, if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work within the specified time.

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

### 8.1 FORM TO BE USED

- 8.1.1 Form of Agreement shall be in the Owner and Contractor Agreement as bound in this specification.

## ARTICLE 9 – SUPPLEMENTARY INSTRUCTIONS

### 9.1. NON-DISCRIMINATION STATEMENTS

- 9.1.1 The Owner states that they will not discriminate against any bidder on the basis of race, religion, sex, national origin, length of hair, style of dress, or social status.
- 9.1.2 The Contractor or Subcontractor, where applicable, will not discriminate against any employee of applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause:
- 9.1.3 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, or sex.
- 9.1.4 The Contractor or Subcontractor, where applicable, will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's 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.

### 9.2 AFFIRMATIVE ACTION

- 9.2.1 During the performance of this contract, the contractor agrees as follows:
- i. 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, material status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, material status or sex. Such action 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;

- ii. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractors state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or affectional or sexual orientation;
  - iii. The contractor or subcontractor, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, 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.
  - iv. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- (b) When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by 1, 2, and 3 below, as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27 – 7.3 promulgated by the Treasurer pursuant to P.L. 1974, c.127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
- 1. 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 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 P.L. 1975, c.127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicated a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (c) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
- (c) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (b) 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 consistent with the applicable county employment goals:

1. To notify the Public Agency compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;
2. To notify any minority and female workers who have been listed with its as awaiting available vacancies;
3. Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with the union for the construction trade, to refer minority and female workers to fill job openings;
4. To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal.
5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female works so laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L.. 1975, c. 127;
6. To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
  - i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possess the skills and experience recognized by any worker skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (d) below.
  - ii. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
  - iii. If, for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy of the Public Agency Compliance Officer and to the Affirmative Action Office.

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 Affirmative Action Office and submitted promptly to that office upon request.
- (d) The contractor or subcontractor agrees that nothing contained in (c) above shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (c) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (c) above, it shall where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.
- (e) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this contract to the Affirmative Action Office 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 off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.
- (f) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to subchapter 10 of the Administrative Code (NJAC 17:27).
- 9.2.2 Each contractor shall submit and Initial Manning Report (AA201) within seven (7) days of award of contract or notification of intent to award by the Owner.
- 9.3 NON-COLLUSION
- 9.3.1 All bidders shall include a “Non-Collusion Affidavit” with their bid.
- 9.4 SCOPE OF PROPOSALS
- 9.4.1 The work under this contract or contracts include all work within the areas bounded by contract limit lines on the drawings, together with work beyond contract limit lines where shown on the drawings, specifications and other contract documents pertinent to the project available from the Architect, during the period.

9.4.2 Sealed Bids will be received for the following:

Contract I Renovations to the Home Economics Classroom at the Williamstown High School, Williamstown, New Jersey 08094

9.4.3 All bids will be submitted on one standard proposal form provided by the Architect (or an exact duplicate) and shall be in one sealed envelope from each Contractor with the name of the Contractor and division of work bid upon marked in the outside.

9.4.4 Refer to each Division of the Specification and Drawings and state amount of add or deduct from the Base Bid for the alternates listed there.

END OF SECTION

**BID – GENERAL CONSTRUCTION**

PROJECT IDENTIFICATION: *RENOVATIONS TO THE HOME ECONOMICS CLASSROOM AT THE WILLIAMSTOWN HIGH SCHOOL  
700 TUCKAHOE ROAD  
WILLIAMSTOWN, NEW JERSEY 08094*

THIS BID IS SUBMITTED TO: *MONROE TOWNSHIP BOARD OF EDUCATION  
128 SAYBROOK AVENUE  
WILLIAMSTOWN, NJ 08094  
ATTN: LISA SCHULZ  
BUSINESS ADMINISTRATOR / BOARD SECRETARY*

BID DATE: *WEDNESDAY AUGUST 6, 2025 at 2:00 P.M.*

BIDDER’S NAME:

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1. The undersigned Bidder proposes and agrees, if the Bid is accepted, to enter into an Agreement with OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance as stated in Paragraph 15 of the Instructions to Bidders. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER’s Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement:

- (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.2 of the General Conditions, and accepts the determination set forth in Paragraph GC-4.2.2 of the General Conditions, as may be amended by the Supplemental Conditions, of the extent the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise which may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (f) Bidder has given ARCHITECT written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to Bidder.
- (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. Bidder will complete the Work for the price(s) shown.

The bidders shall note their prices in both words and numbers, in case of any discrepancy the price listed in words will govern.

**CONTRACT 1 – Renovations to the Home Economics Classroom at the Williamstown High School: - Lump Sum Contract Price to furnish and install culinary equipment, etc. as per the bid documents:**

**BASE BID** \_\_\_\_\_ (Dollars)

(\$ \_\_\_\_\_).

**ALTERNATE 1 – Furnish and Install Walk-in Cooler: - Lump Sum Contract Price to furnish and install Walk-In Cooler:**

**ALTERNATE 1** \_\_\_\_\_ (Dollars)

(\$ \_\_\_\_\_).

**ALTERNATE 2 – Furnish and Install Instructor’s counter: - Lump Sum Contract Price to furnish and install Instructor’s counter with sink and associated plumbing and electric, etc.:**

**ALTERNATE 2** \_\_\_\_\_ (Dollars)

(\$ \_\_\_\_\_).

**ALTERNATE 3 – Furnish and Install reach-in refrigerator 7A and freezer 8A: - Lump Sum Contract Price to furnish and install reach-in refrigerator 7A and freezer 8A:**

**ALTERNATE 3** \_\_\_\_\_ (Dollars)

(\$ \_\_\_\_\_).

**ALTERNATE 4 – Furnish and Install shelving units 6, 9, 10, 11 and 12:** - Lump Sum Contract Price to furnish and install shelving units 6, 9, 10, 11 and 12:

**ALTERNATE 4** \_\_\_\_\_ (Dollars)

(\$ \_\_\_\_\_).

5. Bidder will provide substitute equipment and/or materials (if any) as listed below in lieu of the specified equipment and/or materials in accordance with the General Requirements in Specification Section 01600 – Materials and Equipment.
  - a. OWNER may select items of any manufacturer or supplier listed in the following tabulation. Bidder will furnish and install such items selected for a Contract Price equal to the lump sum Contract Price, adjusted by the amount of deduction for the substituted item(s).
  - b. In the following tabulations, the name of the manufacturer or supplier entered on line (a) is the name of the manufacturer or supplier named in the Specifications for that item and the cost for providing that specified item is included in the lump sum Contract Price. If the name of the manufacturer or supplier is not shown on line (a), it is understood that the lump sum Contract Price includes the cost for providing the item furnished by the manufacturer or supplier first named in that portion of the Specification pertaining to the equipment and/or materials being substituted.
  - c. Names of alternative manufacturers and suppliers are shown on lines (b) and (c) with the respective prices to be deducted from the lump sum Contract Price should the OWNER elect to accept the alternative item.

ALTERNATIVE EQUIPMENT AND/OR MATERIALS

Spec. Section	Item and Manufacturer of Supplier	Deduct from Base Bid
_____	(a) _____	_____
	(b) _____	_____
_____	(a) _____	_____
	(b) _____	_____
_____	(a) _____	_____
	(b) _____	_____
_____	(a) _____	_____
	(b) _____	_____

6. The following documents are to be attached to and made a condition of this Bid:

See list of required documents to be submitted in the Monroe Township Board of Education bid documents.

7. The terms used in this Bid which are defined in the General Conditions of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

If Bidder is:

**AN INDIVIDUAL**

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A PARTNERSHIP**

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_ (General Partner)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A CORPORATION**

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_ (State of incorporation)

By \_\_\_\_\_  
(Name of person authorized to sign)

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

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A JOINT VENTURE**

By \_\_\_\_\_  
(Name)

\_\_\_\_\_ (Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_ (Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

 **AIA**® Document A101™ – 2017

**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, legal status, address and other information)*

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

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

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

The Owner and Contractor agree as follows.

Init.

**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**

**EXHIBIT A 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:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

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User Notes:

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(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**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 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
------	-------

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## 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 amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified 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 by such data to substantiate its accuracy, as the Architect may require. This schedule of values 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 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 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 Article 12 of AIA Document A201–2017, 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:

## § 5.3 Interest

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.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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.)*

Init.

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

## 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 A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
*(Name, address, email address, and other information)*

§ 8.3 The Contractor’s representative:  
*(Name, address, email address, and other information)*

Init.

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

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

Init.

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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)

Init.



# Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

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

**OWNER:**

*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

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

Name and

Title:

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

Name and

Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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

## **General Conditions of the Contract for Construction**

for the following PROJECT:

*(Name and location or address)*

**THE OWNER:**

*(Name, legal status and address)*

**THE ARCHITECT:**

*(Name, legal status and address)*

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User Notes:

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

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

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

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

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

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

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

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

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

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

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

### § 1.8 Building Information Models Use and Reliance

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

## ARTICLE 2 OWNER

### § 2.1 General

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

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

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

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

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

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

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

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

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

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

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

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

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### § 3.5 Warranty

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

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

### § 3.6 Taxes

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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 Superintendent

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

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

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

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

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

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

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Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

**§ 3.11 Documents and Samples at the Site**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### § 3.13 Use of Site

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

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

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

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

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

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

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prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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

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

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

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

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

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

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

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

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

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

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

#### **§ 6.2 Mutual Responsibility**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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

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

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

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

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

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

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

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

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affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

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

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

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

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

### **§ 8.2 Progress and Completion**

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

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

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

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

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

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

### **§ 9.2 Schedule of Values**

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

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unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

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

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

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

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

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

### § 9.4 Certificates for Payment

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

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

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## § 9.5 Decisions to Withhold Certification

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

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

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

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

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

## § 9.6 Progress Payments

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

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

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

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

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

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

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

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

### § 9.7 Failure of Payment

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

### § 9.8 Substantial Completion

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

### § 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

### § 10.4 Emergencies

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

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

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

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

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

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

### § 11.2 Owner's Insurance

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

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

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

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### § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

### § 11.5 Adjustment and Settlement of Insured Loss

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

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## **§ 12.2 Correction of Work**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

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### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

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

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

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

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

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

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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

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

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

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

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

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

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

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

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

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

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

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

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

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

##### **§ 15.1.3 Notice of Claims**

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

Init.

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

#### § 15.1.4 Continuing Contract Performance

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

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

#### § 15.1.5 Claims for Additional Cost

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

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

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

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

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

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

#### § 15.2 Initial Decision

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

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

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

### **§ 15.3 Mediation**

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

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

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

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

#### § 15.4 Arbitration

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

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

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 Consolidation or Joinder

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

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

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

## SUPPLEMENTARY GENERAL CONDITIONS

The General Conditions of the Contract for Construction Standard Form of the American Institute of Architects, AIA-A-201-2017, Edition, hereinbefore attached as Pages 1 to 39 inclusive, is hereby supplemented, amended or changed for this Project as follows:

### ARTICLE 1 – GENERAL PROVISIONS

- 1.2 Correlation and Intent of the Contract Documents
  - 1.2.1 Add the Following: Failure to Execute Contract – Failure to comply with any of the requirements of these specifications; to execute the contract within ten days after formal notification, or to furnish security as required, shall be just cause for the annulment of the award, the amount of the proposal guarantee shall become the property of the Owner, not as a penalty, but as liquidated damages. Award may be to the next qualified bidder or the work re-advertised or handled as the Owner may elect.
  - 1.2.4 Add the following: Source of Supply and Quality of Materials: Wherever on the Plans or in the detailed Specifications, a particular brand or make of material, device or equipment is shown or specified, such material, device, or equipment is to be regarded merely as a standard. Any other brand or make, which in the opinion of the Architect is equal to that specified, will be accepted, conditional to Architect’s written approval to the Contractor’s written request for substitution. Such request shall be made through the Contractor, not from the supplier or Subcontractor.

### ARTICLE 3 – CONTRACTOR

- 3.1 General
  - 3.1.1 Add the following at the end of this Article: Wherever the words “General Contractor” are used, it shall mean the “Contractor for General Construction”. Whenever the work “Contractors” is used, it shall mean each and every Contractor engaged on the building.
- 3.3 Supervision and Construction Procedures
  - 3.3.2 Add the following: There shall be no drinking of alcoholic beverages, etc., allowed on the premises. No person shall be allowed to remain on the job site under the obvious influence of alcohol or the like.
  - 3.3.4 Add: Measurements – Field – Before ordering any material or doing any work, each Contractor or Subcontractor shall verify all measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings: any difference which may be found, shall be submitted to the Architect for consideration and clarification before proceeding with the work.
- 3.5 WARRANTY –
  - 3.5.1 Add to this article: No work by any contractor shall be performed so as to void any warranties held by the Owner or another contractor.
- 3.6 Taxes – Add to this article:
  - 3.6.2 New Jersey Sales Tax – Contractors and Subcontractors purchasing materials to be used on public projects will NOT be subject to New Jersey Sales Tax. Contractor shall file an exemption certificate from the State of New Jersey, supplied by the Owner.

- 3.8.2.5 Add: Surplus from allowances may be used by the Contractor, when approved in writing by the Architect, for labor and materials required for extra work. No additional overhead shall be allowed on monies spent out of this “general allowance”.
- 3.9 Superintendent
- 3.9.1 Add the following: The Contractor for General Construction shall be charged with the duty of coordinating the work of the several contractors involved. He shall advise them when the work at the site will be ready for their installations and cooperate with each to expedite the work.
- 3.10 Contractor’s Construction Schedules
- 3.10.4 Add: Within ten (10) calendar days after the award of the contract, a progress schedule shall be submitted by the General Contractor, after conference with all other contractors, and shall be a detailed construction progress schedule, and shall be prepared in the form of a bar diagram drawn to a suitable scale to indicate both estimated and actual progress at any one time of each division of the work and part thereof.
- 3.10.5 Add: After the progress schedule has been submitted to the Architect and been approved, the General and other contractors shall furnish sufficient forces, construction plant and equipment to insure the prosecution and completion of the work in accordance with the approved progress schedule.
- 3.10.6 Add: The General Contractor shall indicate on the progress schedule diagram the rate of progress of all contractors, and shall promptly deliver to the Architects two (2) black and white prints of the same, whenever requested by the Owner or Architect.
- 3.12 Shop drawings, Product Data, and Samples
- 3.12.7 Add the following: Architect assumes no responsibility for field dimensions.
- 3.12.8 Add the following: In reviewing shop drawings, the Architect assumes no responsibility for quantities, or for dimensional errors that may be present in the drawings. Final responsibility for dimensional assemblies to be installed in the building shall belong to the Contractor providing and installing same.
- 3.14 Cutting and Patching
- 3.14.2 Add: Consult the various divisions for specific requirements. Generally all prime contractors shall either erect their work ahead of the General Contractor, or shall provide reasonably in advance of a set of shop drawings indicating the required location and sized of all openings, sleeves and chaises required. The General Contractor shall place all sleeves, anchors, and bearing plates supplies to him according to these drawings.

#### ARTICLE 4 – ARCHITECT

- 4.2 Administration of the Contract
- 4.2.3 Add: The Architect will not be expected to expedite the job for the Contractor.
- 4.2.15 Add: The Architect shall be the sole interpreter of the plans and specifications and the Contractor’s performance therewith. It is the intent of these plans and specifications to provide materials of a quality consistent with the average of those provided under similar circumstances in the same general geographical area. The quality of the workmanship shall be determined in relation to the average of workmanship provided by Union tradesmen in the same geographical area. The Architect shall be the sole authority in making such determination.

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

- 6.1 Owners Right to Perform Work and to Award Separate Contracts
- 6.1.3 Delete the words “and of each separate Contractor” in the first sentence.
- 6.2 Mutual Responsibility
- 6.2.3 Add: If the Contractor does not defend such action, the Owner may, and charge the costs thereof to the Contractor.

## ARTICLE 7 – CHANGES IN THE WORK

- 7.2 Change Orders
- 7.2.1.4 Overhead and profit are hereby fixed at ten percent (10%) each.
- 7.2.2 Add: No change orders shall be valid until signed by the Owner.

## ARTICLE 9 – PAYMENTS AND COMPLETION

- 9.3 Applications for Payment
- 9.3.1 Add: For this contract, partial monthly payments shall be made as work progresses to cover the amount of work completed as of the time specified in the Contractor’s application for payment less a retainage, as follows: Contract up to \$100,000 – 10%, Contract up to \$500,000 – 5%, Contract over \$500,000 – 2%. In lieu of the retainage, a Contractor may agree to deposit with the Owner negotiable bearer bonds of the State of New Jersey or negotiable bearer bonds or notes of any particular subdivision of the State of New Jersey, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld as specified above. The nature and amount of bonds or notes to be deposited shall be subject to the approval of the Owner. “Value” shall mean par value or current market value, whichever is lower. If bonds or notes are deposited, they shall, together with any interest accruing on them, be returned to the Contractor upon successful completion of the terms of the Contract.
- 9.3.2 Add: Materials delivered but not installed shall be paid for on the basis of 75% of the invoice, and may be contingent upon insurance by the Contractor against theft and vandalism.
- 9.8 Substantial Completion
- 9.8.1 Add: The Contractor shall allow access by the Owner to any portion of such building substantially completed, when all bills approved by the Architect have been paid.
- 9.10 Final Completion and Final Payment
- 9.10.1 Add: The monies withheld (retainage) by the Owner from monthly payments to the Contractor shall constitute the final payment, to be paid upon final completion and Architect’s certification.
- 9.10.2 Add: A proof of payment and affidavit shall be delivered to the surety company and the surety company, after examination as called for in the statement form, shall complete and deliver to the Owner, prior to Contractor’s final payment, the Statement of Surety Company as attached to these specifications. With the request for final payment, the Contractor shall provide all required special guarantees, warranties, and certificates of approval.

## ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

### 10.5 Security

10.5.1 The General Contractor shall provide all temporary doors and closures to obtain building security from vandals or burglars as soon as practicable during the course of construction.

## ARTICLE 11 – INSURANCE AND BONDS

### 11.1 Contractor's Liability Insurance

#### 11.1.1 Expand as follows:

- a. The Contractor is to provide any pay for a comprehensive liability policy with minimum limits: \$1,000,000 per person per accident and \$1,000,000 aggregate per accident and \$1,000,000 aggregate property damage per accident. The limits are to be uniform for each of the following categories:
  1. Automobile – Owner and Non-Owner Liability
  2. Comprehensive General Operation Liability
  3. Contractual Liability including general or specific hold-harmless agreements (refer to NJ Statutes 2A:40A-1 and 2).
  4. Liability for completed Operations
  5. Personal Defamation of Character with limits of \$25,000.00 per person occurrence and \$75,000.00 aggregate.
- b. Workman's Compensation Insurance shall be provided and paid for by each Contractor in accordance with the laws of the State of New Jersey and shall be sufficient to secure the benefits of the New Jersey Workman's Compensation Law: provide \$100,000.00 minimum limits under the employer's liability endorsement.
- c. The Subcontractor shall provide insurance for Workman's Compensation and comprehensive liability for the same exposures as the Prime Contractor and as detailed in Paragraphs (2) and (b).

### 11.3 Property Insurance

11.3.1. Add: The contractors and subcontractors are responsible for any and all loss (for any reason whatsoever) that may be sustained to materials stored on the project site before they become an integral part of the building. The contractors and subcontractors shall also be responsible for any loss (for any reason whatsoever) that may be sustained to contractor's or subcontractor's tools or equipment. The contractors and subcontractors shall also be responsible for all damage or loss to glass (installed or otherwise).

11.3.3 Add: Neither approval by the Owner nor a failure to disapprove insurance furnished by a Contractor shall release the Contractor of full responsibility for liability for bodily injury or death, and damage and accidents as set forth herein.

### 11.4 Performance Bond and Payment Bond

11.4.1 Add: The several prime contractors will each be required to furnish surety company bonds from an approved surety company in the full amounts of their respective contracts for the faithful performance of the Contract and to guarantee the payment of all labor, materials, subcontracts and incidental work in connection therewith. This shall be in such form as will be approved by the Attorney for the Owner.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

12.2 Correction of Work

12.2.1 Add: The Architect’s services shall be charged at \$175.00 per man hour.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 Governing Laws

13.1.2 Add the following: Attention is called to the following State Laws which apply to Public Work in the State of New Jersey.

CHAPTER 9, TITLE 34, Revised Statutes, providing that the citizens of the State of New Jersey who have resided in the State not less than one (1) year be given preference in employment on public works, Contractors shall employ local labor to the extent that qualified employees are available.

CHAPTER 10, TITLE 34, Revised Statutes, providing in the contract for establishment of an eight-hour working day for laborers, workmen, and mechanics.

CHAPTER 150, LAWS OF 1963, The New Jersey Prevailing Wage Act stipulation of minimum prevailing wages applies to all public projects as they apply in this locality. See Wage Rate Statement which is on file with the Secretary of the Board of Education or the local governing body where applicable. All contractors shall submit payroll records with request for payment as per requirements of the NJ Department of Labor

CHAPTER 2, TITLE 10, Revised Statutes, the Contractor as a condition of the Contract shall and hereby does agree that the following shall be part of the contract.

That no Contractor or Subcontractor, nor any person on his behalf shall discriminate against any employee hired for the performance of work under this contract on account of race, creed, color, or sex.

That there may be deducted from the amount payable to the Contractor by the Owner a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person is discriminated against in violation of the provisions of the Contract.

CHAPTER 15, TITLE 40, and CHAPTERS 32, and 33 TITLE 52, Revised Statutes and whereby the Contractor as a condition of the Contract shall and hereby does agree, that in the performance of the Project, only domestic materials and manufactured and farm products of the United States will be used whenever available.

13.6 Interest

13.6.1 Delete and substitute in lieu of: Any monies authorized by the Architect not paid within 35 days of that time noted in the Agreement shall bear interest at the rate of one (1) point over Prime, from that date of payment established in the Agreement.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 Termination by the Owner for Cause – Add:

14.2.5 The expense of finishing the work shall include compensation for additional architectural, at \$175.00 per man per hour, managerial and administrative services, including legal charges, as well as any additional financial expense incurred. The expenses incurred by the Owner as herein provided, and the damage incurred through Contractor's default, shall be certified by the Architect, whose certificate thereof shall be conclusive. A strike of over twenty (20) working days shall be cause for termination of contract under these conditions. "Strikes" in this instance shall mean local type jurisdictional or "wild-cat" strikes, and not Union-wide contract connected strikes.

#### ARTICLE 15 – CLAIMS AND DISPUTES

##### 15.4 Arbitration

15.4.1 Add: The scope of the arbitration shall include both the facts and the issues of the dispute, and its award shall be binding on all parties.

#### ARTICLE 16 – SUPPLEMENTARY PROVISIONS

##### 16.1 Temporary Offices

Each Contractor has the right to provide his own office on the premises and remove same when directed. The General Contractor shall have installed a pay telephone until the completion of the project. The General Contractor shall also make available the office and telephone for the Architect's representative, and allow space for use by a testing laboratory when on-site control is required.

##### 16.2 Job Site Meetings

Regularly stated job site meetings shall be held as determined by the Construction Manager. Each Contractor, or his authorized representative, who shall be authorized to speak for and/or make decisions for the Contractor, shall attend.

##### 16.3 Temporary Services (also see Section 01500)

- a. Water: The General Contractor must provide water for construction purposes.
- b. Heat: Each Contractor shall furnish temporary heat as required. When the permanent heating system is completed, including controls, the Owner shall operate it and provide heat for the project at the Owner's expense.
- c. Electric: The Electrical Contractor shall provide temporary electrical service and panels. The Electrical Contractor will provide necessary connections and temporary lighting as required. The General Contractor will pay electric bills and meter deposit. If the Owner agrees, the Electrical Contractor will be permitted to use electricity from the adjacent existing building and install a sub-meter to compensate the Owner for electricity used.

##### 16.4 Sanitation

The General Contractor shall provide and maintain in clean working order at all times portable enclosed latrines in the quantity to accommodate all the workmen on the job, separate facilities for men and women.

##### 16.5 Time of Completion

The substantial completion date for the contract shall be 12-30-25.

16.6 Liquidated Damages

- a. Should the contractor fail to substantially complete the work included under his contract, the Owner may retain \$500.00 per calendar day for each and every day the entire work under his contract remains in default after the stipulated time of completion. This sum shall be agreed upon in the contract, not as a penalty, but as liquidated and ascertained damages, and shall represent a fair approximation of the additional expenses of the Owner because of non-completion by the original date. Refer to Article 8 in the AIA General Conditions.
- b. A deduction shall be made from the contract price by the Owner for any wages paid by the Owner to any inspector(s) necessarily employed by the Owner on the work, for any number of days in excess of the number allowed in the specifications (see Time of Completion).

# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT  
NUMBER:

OWNER:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT FOR:  
CONTRACT DATED:

CONTRACTOR:

SURETY:

OTHER:

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

\_\_\_\_\_  
*(Signature of authorized  
representative)*

\_\_\_\_\_  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:



# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER:

CONTRACT FOR:

ARCHITECT:

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR:

SURETY:

OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of  
*(Insert name and address of Contractor)*

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety  
of any of its obligations to  
*(Insert name and address of Owner)*

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

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

\_\_\_\_\_  
*(Signature of authorized representative)*

Attest:  
*(Seal):*

\_\_\_\_\_  
*(Printed name and title)*



# AIA® Document G701™ – 2017

## Change Order

PROJECT: *(Name and address)*

CONTRACT INFORMATION:

Contract For: General Construction  
Date:

CHANGE ORDER INFORMATION:

Change Order Number:  
Date:

OWNER: *(Name and address)*

ARCHITECT: *(Name and address)*

CONTRACTOR: *(Name and address)*

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original Contract Sum was	\$	_____	0.00
The net change by previously authorized Change Orders	\$	_____	0.00
The Contract Sum prior to this Change Order was	\$	_____	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	_____	0.00
The new Contract Sum including this Change Order will be	\$	_____	0.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

\_\_\_\_\_  
ARCHITECT *(Firm name)*

\_\_\_\_\_  
CONTRACTOR *(Firm name)*

\_\_\_\_\_  
OWNER *(Firm name)*

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## SECTION 011000 – SUMMARY OF WORK

### 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 WORKED COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of Renovations of the Home Economics Classroom at the Williamstown Township High School to convert it from a sewing classroom to a culinary classroom.
  - 1. Locations:
    - a. Williamstown High School, 700 Tuckahoe Road, Williamstown, New Jersey 08094
  - 2. Owner: Monroe Township Board of Education
- B. Contract Documents, dated May 2025, were prepared for the project by Joseph F. McKernan, Jr., Architects and Associates, 100 Dobbs Lane, Suite 204, Cherry Hill, New Jersey 08034.
- C. The Work will be bid under a single prime contract as follows:
  - 1. Contract -1 General Construction
- D. The scope of work consists of all labor, materials, and equipment for Roof Replacement at the Williamstown High School, Williamstown, NJ. Prior to bidding, the contractors are to inspect the building site to become familiar with all conditions.

#### 1.3 WORK UNDER OTHER CONTRACTS

- A. The successful bidders will cooperative fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

#### 1.4 WORK SEQUENCE: - Refer to the Construction Schedule and narrative.

#### 1.5 CONTRACTOR USE OF PREMISES

- A. General: During the construction period, the Contractors shall be restricted to areas of work only. The Contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. Parking is on-site at the school but the location will be determined by the school district, to avoid any conflict with the school traffic and parking.

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 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Division 1 Section "Unit Prices" for procedures for using unit prices.
  - 3. Division 1 Section "Quality Control" for procedures governing the use of allowances for testing and inspecting.

#### 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.

#### 1.5 LUMP SUM ALLOWANCES

- A. Use the lump sum allowances only as per schedule for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the lump sum allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. At Project closeout, credit unused amounts remaining in the lump sum allowance to Owner by Change Order.

#### 1.6 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure.
- C. Costs of services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

#### 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.
  - 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. Base Bid for the project shall include a General Allowance of \$35,000 allowance, to be expended as approved by the Architect and Owner, for unforeseen conditions, etc. and general work / repair as needed to the existing building in order to complete the project.

END OF SECTION 012100

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 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing Alternates.

1.3 DEFINITIONS

- A. Definition: An alternate is 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 the Owner decides to accept a corresponding change in either 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 the Alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the 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 mentioned as part of the Alternate.
- B. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Alternates shall be as listed in the Bid Form and detailed on drawings.

1.5 LIST OF ALTERNATES

- A. GENERAL CONSTRUCTION:  
Add Alternate1 – Furnish and install walk-in refrigerator as shown on the drawings.

END OF SECTION 012300

## SECTION 012500 - SUBSTITUTIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
  - 2. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
  - 3. Division 1 Section "Materials and Equipment" specifies requirements governing the Contractor's selection of products and product options.

#### 1.3 SUBMITTALS

- A. Substitution Request Submittal: The Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
  - 1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
  - 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
  - 3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
    - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed substitution.
    - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
    - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
    - d. Samples, where applicable or requested.
    - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
    - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
    - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
    - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within 2 weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
  1. Extensive revisions to the Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of the Contract Documents.
  3. The request is timely, fully documented, and properly submitted.
  4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  5. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
  6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
  7. Where a proposed substitution involves more than one prime contractor, each contractor shall cooperate with the other contractors involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of products.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

## PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012500

## SECTION 012600 - 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 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
  - 3. Division 1 Section "Applications for Payment" for administrative procedures governing Applications for Payment.
  - 4. Division 1 Section "Product Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

#### 1.3 MINOR CHANGES IN THE WORK

- A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on AIA Form G710, Architect's Supplemental Instructions.

#### 1.4 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
  - 2. Within 7 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
    - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.

1. Include a statement outlining the 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 Contract Time.
  2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Comply with requirements in Section "Product Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests or Owner's Forms, if applicable.

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

#### 1.6 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012600

## SECTION 012900 - APPLICATIONS FOR PAYMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
  - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section "Submittals."

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. List of products.
    - e. List of principal suppliers and fabricators.
    - f. Schedule of submittals.
  - 2. Submit the Schedule of Values to the Construction Manager and Architect at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format 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 Construction Manager.
    - c. Name of the Architect.
    - d. Project number.
    - e. Contractor's name and address.
    - f. Date of submittal.
  - 2. 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 Work.

- c. Change Orders (numbers) that affect value.
- d. Dollar value.
  - 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
- 4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- 5. 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 items stored off-site. Include requirements for insurance and bonded warehousing, if required.
- 6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager and Architect and paid for by the Owner.
  - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment or forms provided by the Owner
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Construction Manager and/or Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit four (4) signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
  - 1. Send a complete copy of Application for Payment to the Construction Manager at the same time.
  - 2. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
    - a. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of principal products.
  6. Submittal Schedule (preliminary if not final).
  7. Copies of building permits.
  8. Copies of authorizations and licenses from governing authorities for performance of the Work.
  9. Initial progress report.
  10. Certificates of insurance and insurance policies.
  11. Performance and payment bonds.
  12. Data needed to acquire the Owner's insurance.
  13. Initial settlement survey and damage report, if required.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  2. Administrative actions and submittals that shall precede or coincide with this application include:
    - a. Occupancy permits and similar approvals.
    - b. Warranties (guarantees) and maintenance agreements.
    - c. Test/adjust/balance records.
    - d. Maintenance instructions.
    - e. Meter readings.
    - f. Startup performance reports.
    - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    - h. Final cleaning.
    - i. Application for reduction of retainage and consent of surety.
    - j. Advice on shifting insurance coverages.
    - k. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.
  3. Ensure that unsettled claims will be settled.
  4. Ensure that incomplete Work is not accepted and will be completed without undue delay.

5. Transmittal of required Project construction records to the Owner.
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 012900

## SECTION 013100 - COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
  - 1. General project coordination procedures.
  - 2. Coordination Drawings.
  - 3. Administrative and supervisory personnel.
  - 4. Cleaning and protection.

#### 1.3 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in the 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 to assure maximum accessibility for required maintenance, service, and repair.
  - 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
  - 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules.
  - 2. Installation and removal of temporary facilities.
  - 3. Delivery and processing of submittals.
  - 4. Progress meetings.
  - 5. Project closeout activities.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. All Prime Contractors shall submit a complete daily report to the Construction Manager daily. Report form is attached. Submit requests for information to the CM for distribution to the Design Team. The CM will distribute the Design Team's answer to all Prime Contractors. RFI form is attached.

3.2 CLEANING AND PROTECTION

- A. Each Prime Contractor shall clean and protect construction in progress and adjoining materials in place, during handling and installation of material installed by their own forces. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise 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.
- D. All Prime shall remove all trash and debris generated by their forces to trash container provided by General Contractor daily. Trash container to be located on-site within 150 feet of entrance. General contractor to provide trash containers for all Prime Contractors.
- E. General Contractor to broom clean all floors as required, weekly as a minimum.

END OF SECTION 013100

## SECTION 013200 - PROJECT MEETINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
  - 1. Preconstruction conferences.
  - 2. Preinstallation conferences.
  - 3. Progress meetings.
  - 4. Coordination meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:

#### 1.3 PRECONSTRUCTION CONFERENCE

- A. The Construction Manager will schedule a preconstruction conference after execution of the Agreement to review responsibilities and personnel assignments.

#### 1.4 PREINSTALLATION CONFERENCES

- A. The Construction Manager shall conduct a preinstallation conference at the Project Site or other designated location before each construction activity that requires coordination with other construction.
- B. Attendees: The 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 the Architect of scheduled meeting dates.
  - 1. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

#### 1.5 PROGRESS MEETINGS

- A. Progress meetings will be held at the Project Site at regular intervals as scheduled by the Construction Manager.
- B. Attendance is required by all Prime Contractors.
- C. All Prime Contractors to submit Two Week Look Ahead Plan at the bi-weekly progress meeting.

1.6 COORDINATION MEETINGS

- A. The Construction Manager shall conduct project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special preinstallation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting within 5 business days of meeting.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013200

## SECTION 013300 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Contractor's construction schedule.
2. Shop Drawings.
3. Product Data.
4. Samples.
5. Quality assurance submittals.

- B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
2. Division 1 Section "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
3. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
4. Division 1 Section "Quality Control" specifies requirements for submittal of inspection and test reports.
5. Division 1 Section "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

#### 1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Retain subparagraph below where one submittal has an impact on another.
3. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
  - a. The Architect reserves the right to with hold action on a submittal requiring coordination with other submittals until all related submittals are received.
4. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block. Each copy of the submittal is to have a complete submittal data sheet, form is attached.

#### 1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 30 days after the date established for "Commencement of the Work."
  - 1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
  - 2. Revise percentage increments and time requirements below to suit Project.
  - 3. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
  - 4. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
  - 5. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- C. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
- D. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

#### 1.5 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
  - 1. Dimensions.
  - 2. Identification of products and materials included by sheet and detail number.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
- C. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

#### 1.6 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
  - a. Manufacturer's printed recommendations.
  - b. Compliance with trade association standards.
  - c. Compliance with recognized testing agency standards.
  - d. Application of testing agency labels and seals.
  - e. Notation of dimensions verified by field measurement.
  - f. Notation of coordination requirements.
2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

#### 1.7 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  1. Include identification on each sample with full project identification.
  2. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

#### 1.8 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

#### 1.9 ARCHITECT'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return promptly.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
  1. "Reviewed Only" – There are no notations or comments on the submittal and, in our opinion, the submittal meets the requirements of the Contract Documents and the CONTRACTOR may release the equipment for production.
  2. "Reviewed with Comments" – Notations have been made on the submittals to insure conformance with the Contract Documents. The CONTRACTOR may release the equipment for production in accordance with the notations.
  3. "Review and Resubmit" – When the material submitted is incorrect or insufficient to review properly and it is necessary to see the complete package again.

4. "Rejected" – The submittal does not meet the requirements of the Contract Documents. The CONTRACTOR must submit the specified product.
- C. Unsolicited Submittals: The Architect will return unsolicited submittals to the sender without action.
- D. Submit all requirements directly to the Architect and submit a copy to the CM. Architect will return submittals directly to the Prime Contractor. Submit ten (10) copies of all required submittal forms.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 013300

## SECTION 014000 - QUALITY CONTROL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- E. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Cutting and Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.

#### 1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: Contractor shall employ and pay a testing agency selected by the Owner to perform inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum as the Inspection and Testing Allowance.
  - 1. Where individual Sections specifically indicate that certain inspections, tests, and other quality control services are the Contractor's responsibility, the Owner /Architect shall select the testing agency and Contractor shall employ and pay the qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.

2. Where individual Sections specifically indicate that certain inspections, tests, and other quality control services are the Owner's responsibility, the contractor will employ and pay a qualified independent testing agency to perform those services at the direction of the owner.
- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.
1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
1. Provide access to the Work.
  2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
  3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
  4. Provide facilities for storage and curing of test samples.
  5. Deliver samples to testing laboratories.
  6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
  7. Provide security and protection of samples and test equipment at the Project Site.
- D. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 014000

## SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.

- B. Temporary utilities include, but are not limited to, the following:

1. Water service and distribution.
2. Temporary electric power and light.
3. Temporary heat and air conditioning.
4. Telephone service.
5. Sanitary facilities, including drinking water.
6. Storm and sanitary sewer.

- C. Support facilities include, but are not limited to, the following:

1. Field offices and storage sheds.
2. Temporary enclosures.
3. Temporary project identification signs.
4. Waste disposal services.
5. Construction aids and miscellaneous services and facilities.

- D. Security and protection facilities include, but are not limited to, the following:

1. Temporary fire protection.
2. Barricades, warning signs, and lights.
3. Temporary window opening filler panels as required to keep the building secure.
4. Environmental protection.

#### 1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

1. Building code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Environmental protection regulations.

- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

## PART 2 - PRODUCTS

### 2.1 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- C. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- D. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- E. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- F. Temporary Offices: Provide prefabricated or mobile units with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on supports adequate for normal loading. Provide separate mobile unit for the owner's Construction Manager with electrical and telephone connections. CM trailer is to be on site for the duration of construction and be large enough to accommodate two employees and occasional meetings.
- G. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.

## PART 3 - EXECUTION

### 3.1 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner, CM or Architect. Neither the Owner nor Architect will accept cost or use charges as a basis of claims for Change Orders.
- B. Water Service: Contractor will be permitted to use the existing water service in the building, connect to an exterior hoses bib.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
- D. Temporary Lighting: If the contractor performs any work prior to sunrise or after sunset he must provide any temporary lighting adequate to perform the task.
- E. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities. Install telephone on a separate line for each temporary office and first-aid station.
- F. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
- G. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
  1. Provide separate facilities for male and female personnel.

### 3.2 SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
  1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project Site. Keep the office clean and orderly for use for small progress meetings.
- C. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
  1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  2. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  3. Where required make enclosures secure against break-in or out.

- D. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
- E. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Separate and recycle metals, glass, plastics, clean paper and building materials. Dispose of material lawfully.

### 3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
  - 1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
  - 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  - 1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- E. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

### 3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 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.
  - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, when 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 the 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 the Contractor's property. The Owner reserves the right to take possession of project identification signs.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of ductwork and housings.
    - b. Replace significantly worn parts and parts subject to unusual operating conditions.
    - c. Replace lamps burned out or noticeably dimmed by hours of use.
  - 3. Coordinate restoration of permanent construction and site with sitework contractor at completion of project.
  - 4. Restore all area to pre-construction condition.

END OF SECTION 015000

## SECTION 016000 - MATERIALS AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies requirements for submittal of the Contractor's Construction Schedule.
  - 2. Division 1 Section "Substitutions" specifies administrative procedures for handling requests for substitutions made after award of the Contract.

#### 1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
  - 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.

## 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
  - 2. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 3. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 4. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
  - 1. Proprietary Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
  - 2. Semiproprietary Specification Requirements: Where Specifications name 2 or more products or manufacturers, provide 1 of the products indicated. No substitutions will be permitted.
  - 3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

END OF SECTION 016000

## SECTION 017000 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise the Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - 7. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
  - 8. Complete final cleanup requirements, including touchup painting.
  - 9. Touch up and otherwise repair and restore marred, exposed finishes.

- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
  2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
  4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
  5. Submit consent of surety to final payment.
  6. Submit a final liquidated damages settlement statement.
  7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  2. If necessary, reinspection will be repeated.

#### 1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
  2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
  3. Note related change-order numbers where applicable.

4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  3. Note related record drawing information and Product Data.
  4. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
  2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
  3. Upon completion of markup, submit complete set of record Product Data to the Architect for the Owner's records.
- E. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions.
  2. Spare parts list.
  3. Copies of warranties.
  4. Wiring diagrams.
  5. Recommended "turn-around" cycles.
  6. Inspection procedures.
  7. Shop Drawings and Product Data.
  8. Fixture lamping schedule.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
1. Maintenance manuals.
  2. Record documents.
  3. Cleaning.
  4. Warranties and bonds.
  5. Maintenance agreements and similar continuing commitments.

### 3.2 FINAL CLEANING

- A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 Section "Construction Facilities and Temporary Controls."
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
    - a. Remove labels that are not permanent labels.
    - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
    - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
    - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
    - e. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
  - 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 017000

## 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. Construction layout.
  - 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, replacing defective work, and final cleaning.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least [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. 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.

## 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 results in increased maintenance or decreased operational life or safety.
    - a. Primary operational systems and equipment.
    - b. Mechanical systems piping and ducts.
    - c. Control systems.
    - d. Fire-detection and alarm systems.
    - e. Electrical wiring systems.
    - f. Operating systems of special construction.
  - 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. 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. General: Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. 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. 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. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. 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.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. 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.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- 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."

### 3.3 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. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. 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.
- E. 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."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to **minimize** interruption to occupied areas.
- G. 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..
  - 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. 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.
- H. 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. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  3. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

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. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017740 - WARRANTIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
  - 2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.
  - 3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- D. Separate Prime Contracts: Each prime contractor is responsible for warranties related to its own contract.

#### 1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

#### 1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

#### 1.5 SUBMITTALS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
  - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
- C. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
  - 1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- D. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
  - 2. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 017740

## 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 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. ~~Demolition as necessary in order to convert a Sewing Home Economics Classroom to a Culinary Home Economics Classroom. Demolition includes but is not limited to removal of existing casework, cutting / trenching of existing concrete floor to install plumbing lines as necessary, etc. and removal of a portion of the Middle School roof, fascia, gutters and top section of downspouts as necessary for the installation of a new standing seam metal roof.~~

#### 1.3 DEFINITIONS

- A. Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. 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.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- ~~4.B. Documentation of Existing Conditions: Document existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by re-roofing operations. Submit before work begins. Use high-resolution digital photographs or video supplemented by written commentary.~~

## 1.6 FIELD CONDITIONS

- A. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

## 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 and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.

## 1.8 COORDINATION

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

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

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

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off utilities with utility companies.
  - 2. Disconnect, demolish HVAC systems, equipment, and components indicated on Drawings to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

- b. Equipment to Be Removed: Disconnect and cap services and remove equipment.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 3. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.
- ~~C.D.~~ During roof removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

### 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. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches.
  - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 5. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

### ~~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, and then remove concrete between saw cuts.~~

~~B. — Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power driven saw, and then remove masonry between saw cuts.~~

~~C. — Concrete Slabs on Grade: Saw cut perimeter of area to be demolished, and then break up and remove.~~

~~Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings."~~

~~D. — Roofing: Notify owner each day of extent of roof tear off proposed. Remove existing roofing materials, insulation, etc down to the structural deck. Remove fasteners from deck. Clean all demolition debris from the roof deck before proceeding with installation of the new roof system. Inspect deck for damage or inadequate attachment. If deck surface is not suitable for receiving new roofing, immediately notify Architect.~~

### 3.63.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  - 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.

### 3.73.6 CLEANING

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

END OF SECTION 024119

## SECTION 033000 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

#### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mix water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- D. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
  - 1. Cementitious materials and aggregates.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Admixtures.
  - 4. Curing materials.
  - 5. Floor and slab treatments.
  - 6. Bonding agents.
  - 7. Vapor retarders.
  - 8. Joint-filler strips.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
  - 1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- E. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
  - 1. ACI 301, "Specification for Structural Concrete."
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage.

### PART 2 - PRODUCTS

#### 2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
  - 1. Plywood, metal, or other approved panel materials.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - 1. Furnish units that will leave no corrodible metal closer than 1 inch (25 mm) to the plane of the exposed concrete surface.

#### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

- B. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

### 2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete.
- B. Joint Dowel Bars: Plain-steel bars, ASTM A 615/A 615M, Grade 60 (Grade 420). Cut bars true to length with ends square and free of burrs.

### 2.4 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II.
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
  1. Class: Severe weathering region, but not less than 3S.
  2. Nominal Maximum Aggregate Size: 3/4 inch (19 mm).
- C. Water: Potable and complying with ASTM C 94.

### 2.5 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range Water-Reducing Admixture: ASTM C 494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

### 2.6 VAPOR RETARDERS

- A. Vapor Retarder: polyethylene sheet, not less than 10 mils (0.25 mm) thick.

### 2.7 FLOOR AND SLAB TREATMENTS

- A. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, non-glazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

- B. Penetrating Liquid Floor Treatment: Chemically reactive, waterborne solution of inorganic silicate or silicate materials and proprietary components; odorless; colorless; that penetrates, hardens, and densifies concrete surfaces.
- C. Products: Subject to compliance with requirements, provide the following penetrating liquid floor treatment products or equal:
  - 1. Day-Chem Sure Hard; Dayton Superior Corporation
  - 2. Euco Diamond Hard; Euclid Chemical Co.
  - 3. Seal Hard; L&M Construction Chemicals, Inc.

## 2.8 CURING MATERIALS

- A. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- B. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound:
    - a. Klear-Kote Cure-Sealer-Hardener, 30 percent solids; Burke Group, LLC (The).
    - b. Polyseal WB; ChemMasters.
    - c. UV Safe Seal; Lambert Corporation.
    - d. Lumiseal WB Plus; L&M Construction Chemicals, Inc.

## 2.9 RELATED MATERIALS

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
  - 1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
  - 2. Type I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
  - 3. Type IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

## 2.10 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
  - 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Slab-on-Grade: Proportion normal-weight concrete mix as follows:
  - 1. Compressive Strength (28 Days): 4000 psi (27.6 MPa).
  - 2. Maximum Slump: 4 inches (100 mm).

- D. Cementitious Materials: For concrete exposed to deicers, limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements.
- E. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 5 percent +/- 1 percent, unless otherwise indicated.
- F. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- G. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

#### 2.11 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

#### 2.12 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.

### PART 3 - EXECUTION

#### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
  - 1. Do not use rust-stained steel form-facing material.
- E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- F. Chamfer exterior corners and edges of permanently exposed concrete.
- G. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

- H. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- I. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- J. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 1. Install anchor bolts, accurately located, to elevations required.

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.
- B. Leave formwork, for beam soffits, joists, slabs, and other structural elements, that supports weight of concrete in place until concrete has achieved the following:
  - 1. 28-day design compressive strength.
- C. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- D. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

- E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

### 3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
  - 3. Use a bonding agent or epoxy-bonding adhesive, as required, at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groove tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
- E. Dowel Joints: Install dowel sleeves and dowels or dowel bar and support assemblies at joints where indicated.
  - 1. Use dowel sleeves or lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Before placing concrete, water may be added at Project site, subject to limitations of ACI 301.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.

- D. Deposit concrete in forms in horizontal layers no deeper than 24 inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
  2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Maintain reinforcement in position on chairs during concrete placement.
  3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  4. Slope surfaces uniformly to drains where required.
  5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched. Remove fins and other projections exceeding ACI 347R limits for class of surface specified.

### 3.8 FINISHING SLABS

- A. General: Comply with recommendations in ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel and Fine-Broom Finish: All slabs and walks shall receive the following surface finish; apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.
- C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
  - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

### 3.9 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.

### 3.10 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.
- B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, as follows:
  - 1. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

### 3.11 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
  - 1. Defer joint filling until concrete has aged at least six months. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.
- C. Install semirigid epoxy joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

### 3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article. The scheduling and costs for all testing shall be the responsibility of the contractor.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
  3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
  5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
    - a. Cast and field cure one set of four standard cylinder specimens for each composite sample.
  6. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7 days and two at 28 days.
    - a. Test two field-cured specimens at 7 days and two at 28 days.
    - b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
- C. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- D. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- E. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

END OF SECTION 033000

## SECTION 055000 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Loose steel lintels.
- B. Related Sections include the following:
  - 1. Division 5 Section "Structural Steel" for structural-steel framing system components.

#### 1.3 SUBMITTALS

- A. Shop Drawings: Detail fabrication and erection of each metal fabrication indicated. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
  - 1. Provide templates for anchors and bolts specified for installation under other Sections.
- B. Samples for Verification: For each type and finish of extruded nosing and tread.
- C. Mill Certificates: Signed by manufacturers of stainless-steel sheet certifying that products furnished comply with requirements.
- D. Welding Certificates: Copies of certificates for welding procedures and personnel.
- E. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

#### 1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing metal fabrications similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Welding: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1, "Structural Welding Code--Steel."
  - 2. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

## 1.5 PROJECT CONDITIONS

- A. Field Measurements: Where metal fabrications are indicated to fit walls and other construction, verify dimensions by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
  - 1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate construction to ensure that actual dimensions correspond to established dimensions. Allow for trimming and fitting.

## 1.6 COORDINATION

- A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

## PART 2 - PRODUCTS

### 2.1 METALS, GENERAL

- A. Metal Surfaces, General: For metal fabrications exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.

### 2.2 FERROUS METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

### 2.3 PAINT

- A. Shop Primers: Provide primers that comply with Division 9 Section "Painting."
- B. Shop Primer for Ferrous Metal: Organic zinc-rich primer, complying with SSPC-Paint 20 and compatible with topcoat.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Carboline 621; Carboline Company.
    - b. Aquapon Zinc-Rich Primer 97-670; PPG Industries, Inc.
    - c. Tneme-Zinc 90-97; Tnemec Company, Inc.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.

## 2.4 FASTENERS

- A. General: Provide Type 304 or 316 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, where built into exterior walls. Select fasteners for type, grade, and class required.
- B. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
- C. Anchor Bolts: ASTM F 1554, Grade 36.
- D. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.
  - 1. Material: Carbon-steel components zinc-plated to comply with ASTM B 633, Class Fe/Zn 5.

## 2.5 GROUT

- A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

## 2.6 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Shear and punch metals cleanly and accurately. Remove burrs.
- C. Ease exposed edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- E. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
- F. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

- G. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water may accumulate.
- H. Allow for thermal movement resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening up of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- I. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.
- J. Remove sharp or rough areas on exposed traffic surfaces.
- K. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts. Locate joints where least conspicuous.

## 2.7 LOOSE BEARING AND LEVELING PLATES

- A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.
- B. Galvanize plates after fabrication.

## 2.8 LOOSE STEEL LINTELS

- A. Fabricate loose structural-steel lintels from steel angles and shapes of size indicated for openings and recesses in masonry walls and partitions at locations indicated.
- B. Size loose lintels to provide bearing length at each side of openings equal to one-twelfth of clear span, but not less than 8 inches (200 mm), unless otherwise indicated.
- C. Galvanize loose steel lintels located in exterior walls.

## 2.9 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish metal fabrications after assembly.

## 2.10 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize is required for all steel products exposed to the exterior, to comply with applicable standard listed below:
  - 1. ASTM A 123, for galvanizing steel and iron products.
  - 2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.

- B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface-preparation specifications and environmental exposure conditions of installed metal fabrications:
  - 1. Exteriors (SSPC Zone 1B): SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
  - 2. Interiors (SSPC Zone 1A): SSPC-SP 3, "Power Tool Cleaning."
- C. Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1," for shop painting.
  - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal fabrications to in-place construction. Include threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- C. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- D. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- E. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

### 3.2 SETTING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with grout.

1. Use nonshrink grout, either metallic or nonmetallic, in concealed locations where not exposed to moisture; use nonshrink, nonmetallic grout in exposed locations, unless otherwise indicated.
2. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

### 3.3 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055000

## SECTION 061050 - MISCELLANEOUS CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Framing with dimension lumber.
  - 2. Wood furring, grounds, nailers, and blocking.
  - 3. Plywood panels.

#### 1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Wood treatment data as follows, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials:
  - 1. For each type of preservative-treated wood product, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
  - 2. For waterborne-treated products, include statement that moisture content of treated materials was reduced to levels indicated before shipment to Project site.
- C. Warranty of chemical treatment manufacturer for each type of treatment.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.
  - 1. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

### PART 2 - PRODUCTS

#### 2.1 LUMBER, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.

- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
  - 1. NELMA - Northeastern Lumber Manufacturers Association.
  - 2. SPIB - Southern Pine Inspection Bureau.
  - 3. WCLIB - West Coast Lumber Inspection Bureau.
  - 4. WWPA - Western Wood Products Association.
  
- C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
  - 1. For exposed lumber, furnish pieces with grade stamps applied to ends or back of each piece.
  
- D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  - 1. Provide dressed lumber, S4S, unless otherwise indicated.
  - 2. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

## 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. General: Where lumber or plywood is indicated as preservative treated or is specified to be treated, comply with applicable requirements of AWWA C2 (lumber) and AWWA C9 (plywood). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.
  - 1. Do not use chemicals containing chromium or arsenic.
    - a. Chemical shall be Amine (ACQ)
  - 2. For exposed items indicated to receive stained finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
  
- B. Pressure treat aboveground items with waterborne preservatives to a minimum retention of 0.25 lb/cu. ft. (4.0 kg/cu. m). After treatment, kiln-dry lumber and plywood to a maximum moisture content of 19 and 15 percent, respectively. Treat indicated items and the following:
  - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
  - 3. Wood framing members less than 18 inches (460 mm) above grade.
  - 4. Wood floor plates installed over concrete slabs directly in contact with earth.
  
- C. Pressure treat wood members in contact with ground or freshwater with waterborne preservatives to a minimum retention of 0.40 lb/cu. ft. (6.4 kg/cu. m).

## 2.3 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.

- B. All framing lumber for use in the exterior walls, interior bearing partition and floor joists shall have a fiber stress certification of 1200 psi. All lumber delivered to the project shall be stamped with the grade of fiber stress rating.

#### 2.4 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.
- C. Moisture Content: 19 percent maximum for lumber items are not specified to receive wood preservative treatment.
- D. Grade: For miscellaneous lumber sizes, provide No. 3 or Standard grade lumber per ALSC's NGRs of any species. For board-size lumber, provide No. 3 Common grade per NELMA, NLGA, or WWPA; No. 2 grade per SPIB; or Standard grade per NLGA, WCLIB or WWPA of any species.

#### 2.5 WOOD-BASED STRUCTURAL-USE PANELS

- A. Structural-Use Panel Standards: Provide either all-veneer, mat-formed, or composite panels complying with DOC PS 2, "Performance Standard for Wood-Based Structural-Use Panels," unless otherwise indicated. Provide plywood panels complying with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood," where plywood is indicated.
- B. Trademark: Factory mark structural-use panels with APA trademark evidencing compliance with grade requirements.
  - 1. Span Ratings: Provide panels with span ratings required to meet "Code Plus" provisions of APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial."
- C. Plywood Floor Decking: (Courtroom raised platforms).
  - 1. Span Rating: Not less than 32/0
  - 2. Thickness: Not less than 3/4" (16 mm) Tongue and groove.
- D. Miscellaneous Concealed Panels: APA-rated sheathing, Exposure 1, span rating to suit framing in each location.
- E. Plywood Backing Panels: For mounting electrical or telephone equipment, provide thirty (30) fire-retardant-treated plywood panels with grade, C-D Plugged Exposure 1, in thickness indicated or, if not otherwise indicated, not less than 15/32 inch (11.9 mm) thick.

#### 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
  - 1. Where miscellaneous carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.

- B. Nails, Wire, Brads, and Staples: FS FF-N-105.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
- C. Fit carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Apply field treatment complying with AWWA M4 to cut surfaces of preservative-treated lumber and plywood.
- E. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.
- F. Countersink nail heads on exposed carpentry work and fill holes with wood filler.
- G. Use fasteners of appropriate type and length. Pre-drill members when necessary to avoid splitting wood.

#### 3.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS

- A. Install where shown and where required for screeding or attaching other work. Cut and shape to required size. Coordinate locations with other work involved.
- B. Attach to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
- C. Install all required blocking for: pay phones, toilet accessories, signs, lockers, projection screens, appliances, detention equipment, acoustical wall panels, louvers, window casework, window shades, clocks, and any other items requiring wood blocking.

#### 3.3 INSTALLATION OF STRUCTURAL-USE PANELS

- A. General: Comply with applicable recommendations contained in APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
  - 1. Comply with "Code Plus" provisions of the above referenced guide.

END OF SECTION 061050

## SECTION 061600 - SHEATHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Wall sheathing.
- 2. Sheathing joint and penetration treatment.

- B. Related Requirements:

- 1. Division 6 Section Miscellaneous Carpentry for plywood backing panels.
- 2. Division 7 Section "Weather Barriers" for water-resistive barrier applied over wall sheathing.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

#### 1.4 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project Site to comply with the requirements in Division 1 Section "Project Management and Coordination."

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

### PART 2 - PRODUCTS

#### 2.1 WALL SHEATHING

- A. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.

- 1. Basis of Design: Subject to compliance with the requirements, provide products by G-P Gypsum Corporation:
  - a. G-P Gypsum Corporation; Dens-Glass Gold.

2. Type and Thickness: Type X, 5/8 inch (15.9 mm) thick.
3. Size: 48 by 96 inches (1219 by 2438 mm) for vertical installation.

## 2.2 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
- B. Screws for Fastening Gypsum Sheathing to Cold-Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing to be attached, with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.
  1. For steel framing less than 0.0329 inch (0.835 mm) thick, use screws that comply with ASTM C 1002.
  2. For steel framing from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick, use screws that comply with ASTM C 954.
- C. Screws for Fastening Oriented-Strand-Board-Surfaced, Polyisocyanurate-Foam Sheathing to Metal Roof Deck: Steel drill screws, in type and length recommended by sheathing manufacturer for thickness of sheathing to be attached, with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117. Provide washers or plates if recommended by sheathing manufacturer.

## 2.3 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIALS

- A. Sealant for Glass-Mat Gypsum Sheathing: Silicone emulsion sealant complying with ASTM C 834, compatible with sheathing tape and sheathing and recommended by tape and sheathing manufacturers for use with glass-fiber sheathing tape and for covering exposed fasteners.
  1. Sheathing Tape: Self-adhering glass-fiber tape, minimum 2 inches (50 mm) wide, 10 by 10 or 10 by 20 threads/inch (390 by 390 or 390 by 780 threads/m), of type recommended by sheathing and tape manufacturers for use with silicone emulsion sealant in sealing joints in glass-mat gypsum sheathing and with a history of successful in-service use.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  1. NES NER-272 for power-driven fasteners.
  2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."

- D. Coordinate wall sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

### 3.2 GYPSUM SHEATHING INSTALLATION

- A. Comply with GA-253 and with manufacturer's written instructions.
  - 1. Fasten gypsum sheathing to cold-formed metal framing with screws.
  - 2. Install boards with a 3/8-inch (9.5-mm) gap where non-load-bearing construction abuts structural elements.
  - 3. Install boards with a 1/4-inch (6.4-mm) gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.
- B. Apply fasteners so heads bear tightly against face of sheathing, but do not cut into facing.
- C. Horizontal Installation: Install sheathing with V-grooved edge down and tongue edge up. Interlock tongue with groove to bring long edges in contact with edges of adjacent boards without forcing. Abut ends of boards over centers of studs, and stagger end joints of adjacent boards not less than one stud spacing. Attach boards at perimeter and within field of board to each steel stud.
  - 1. Space fasteners approximately 8 inches (200 mm) o.c. and set back a minimum of 3/8 inch (9.5 mm) from edges and ends of boards.
  - 2. For sheathing under stucco cladding, boards may be initially tacked in place with screws if overlying self-furring metal lath is screw-attached through sheathing to studs immediately after sheathing is installed.
- D. Vertical Installation: Install board vertical edges centered over studs. Abut ends and edges of each board with those of adjacent boards. Attach boards at perimeter and within field of board to each stud.
  - 1. Space fasteners approximately 8 inches (200 mm) o.c. and set back a minimum of 3/8 inch (9.5 mm) from edges and ends of boards.
  - 2. For sheathing under stucco cladding, boards may be initially tacked in place with screws if overlying self-furring metal lath is screw-attached through sheathing to studs immediately after sheathing is installed.
- E. Seal sheathing joints according to sheathing manufacturer's written instructions.
  - 1. Apply elastomeric sealant to joints and fasteners and trowel flat. Apply sufficient amount of sealant to completely cover joints and fasteners after troweling. Seal other penetrations and openings.
  - 2. Apply glass-fiber sheathing tape to glass-mat gypsum sheathing joints and apply and trowel silicone emulsion sealant to embed entire face of tape in sealant. Apply sealant to exposed fasteners with a trowel so fasteners are completely covered. Seal other penetrations and openings.

END OF SECTION 061600

## SECTION 072100 - BUILDING INSULATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Sound attenuation insulation
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 9 Section "Gypsum Board Assemblies" for insulation installed as part of framed wall and partition assemblies.

#### 1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of insulation product specified.
- C. Product test reports from and based on tests performed by a qualified independent testing agency evidencing compliance of insulation products with specified requirements including those for thermal resistance, fire-test-response characteristics, water-vapor transmission, water absorption, and other properties, based on comprehensive testing of current products.

#### 1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility for Insulation Products: Obtain each type of building insulation from a single source with resources to provide products complying with requirements indicated without delaying the Work.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated on Drawings or specified elsewhere in this Section as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
  - 1. Surface-Burning Characteristics: ASTM E 84.
  - 2. Fire-Resistance Ratings: ASTM E 119.
  - 3. Combustion Characteristics: ASTM E 136.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Protect plastic insulation as follows:
  - 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
  - 2. Protect against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.
  - 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide insulation products by one of the following:
  - 1. Extruded-Polystyrene Board Insulation:
    - a. Amoco Foam Products Company.
    - b. Dow Chemical Co.
    - c. UC Industries, Inc.; Owens-Corning Co.
  - 2. Glass-Fiber Insulation:
    - a. CertainTeed Corporation.
    - b. Owens-Corning Fiberglas Corporation.
    - c. Schuller International, Inc.
  - 3. Mineral-Fiber Insulation, Sound attenuation and Fire stopping
    - a. Roxul, Inc.

### 2.2 INSULATING MATERIALS

- A. General: Provide insulating materials that comply with requirements and with referenced standards.
  - 1. Preformed Units: Sizes to fit applications indicated; selected from manufacturer's standard thicknesses, widths, and lengths.
- B. Extruded-Polystyrene Board Insulation: Rigid, cellular polystyrene thermal insulation formed from polystyrene base resin by an extrusion process using hydro chlorofluorocarbons as blowing agent to comply with ASTM C 578 for type and with other requirements indicated below:
  - 1. Type IV, 1.60-lb/cu. ft. (26-kg/cu. m) minimum density, unless otherwise indicated.
  - 2. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indices of 75 and 450, respectively.
  - 3. Use extruded polystyrene board insulation for under slab, cavity wall insulation and at the adhered stone veneer.
- C. Faced Glass-Fiber Blanket Insulation: Thermal insulation combining glass fibers of type described below with thermosetting resins to comply with ASTM C 665, Type III, Class A (blankets with reflective vapor-retarder membrane facing and flame spread of 25 or less); with scrim-kraft.

1. Glass-Fiber Type: Fibers manufactured from glass, FSK, formaldehyde free, 25% recycled material content.
  2. Flanged Units: Provide blankets fabricated with facing incorporating 5-inch- (127-mm-) wide flanges along edges for attachment to framing members.
  3. "R" value as noted on the plans.
- D. Mineral-Fiber Insulation: Thermal and non-combustible insulation made from Stone Wool to meet ASTM E136 and ASTM E83 for fire and smoke development.
1. Product to be supplied in both batts and rigid boards as noted on the details for the various locations in the exterior and interior walls.
  2. Thicknesses and "R" values shall be as noted on the drawings.
  3. Sound attenuation rigid boards shall be 3" (3inches) thick.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements of Sections in which substrates and related work are specified and to determine if other conditions affecting performance of insulation are satisfactory. Do not proceed with installation until unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Clean substrates of substances harmful to insulations or vapor retarders, including removing projections capable of puncturing vapor retarders or that interfere with insulation attachment.

#### 3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, unsoiled, and has not been exposed at any time to ice and snow.
- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Apply single layer of insulation to produce thickness indicated.

#### 3.4 INSTALLATION OF PERIMETER AND UNDER-SLAB INSULATION

- A. On vertical surfaces, set units in adhesive applied according to manufacturer's written instructions. Use adhesive recommended by insulation manufacturer.

#### 3.5 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- B. Seal joints between closed-cell (nonbreathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.
- C. Set vapor-retarder-faced units with vapor retarder to warm side of construction, unless otherwise indicated. Do not obstruct ventilation spaces, except for firestopping.
  - 1. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to surrounding construction to ensure airtight installation.
- D. Set reflective, foil-faced units with not less than 0.75-inch (19-mm) air space in front of foil as indicated.
- E. Install mineral-fiber blankets in cavities formed by framing members according to the following requirements:
  - 1. Use blanket widths and lengths that fill cavities formed by framing members. Where more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
  - 2. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
- F. Install the sound attenuating boards in the walls as noted, to be full width between framing members and full height of the partition, mechanically support as needed to assure they stay in position.

### 3.6 PROTECTION

- A. General: Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 072100

## SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes sheet metal flashing and trim in the following categories:
  - 1. Metal flashing.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 4 Sections for through-wall flashing and other integral masonry flashings specified as part of masonry work.
  - 2. Division 7 Section "Joint Sealants" for elastomeric sealants.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.

#### 1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- C. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.
- D. Samples of sheet metal flashing, trim, and accessory items, in the specified finish. Where finish involves normal color and texture variations, include Sample sets composed of 2 or more units showing the full range of variations expected.

### PART 2 - PRODUCTS

#### 2.1 METALS

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability of alloy and temper designated below:

1. Factory-Painted Aluminum Sheet: ASTM B 209 (ASTM B 209M), 3003-H14, with a minimum thickness of 0.040 inch (1.0 mm), unless otherwise indicated.
  2. Extruded Aluminum: ASTM B 221 (ASTM B 221M), alloy 6063-T52, with a minimum thickness of 0.080 inch (2.0 mm) for primary legs of extrusions that are anodized, unless otherwise indicated.
- B. Galvanized Steel Sheet: ASTM A 526, G 90 (ASTM A 526M, Z 275), commercial quality, or ASTM A 527, G 90 (ASTM A 527M, Z 275), lock-forming quality, hot-dip galvanized steel sheet with 0.20 percent copper, mill phosphatized where indicated for painting; not less than 0.0396 inch (1.0 mm) thick, unless otherwise indicated.
- C. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792, Class AZ-50 coating, Grade 40 (ASTM A 792M, Class AZ-150 coating, Grade 275) or to suit project conditions, with 55 percent aluminum, not less than 0.0396 inch (1.0 mm) thick, unless otherwise indicated.
- D. Stainless Steel: 0.0156 inch thick, (4 mm).

### 2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Burning Rod for Lead: Same composition as lead sheet.
- B. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- C. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil (0.4-mm) dry film thickness per coat.
- D. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- E. Elastomeric Sealant: Generic type recommended by sheet metal manufacturer and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealants."
- F. Epoxy Seam Sealer: 2-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints, including riveted joints.
- G. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.
- H. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
- J. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

### 2.4 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

- C. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
- E. Expansion Provisions: Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).
- F. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- G. Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- H. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- I. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
  - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

## 2.5 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.
- B. Base Flashing: Fabricate from the following material:
  - 1. Aluminum-Zinc Alloy-Coated Steel: 0.032 thick.
- C. Counterflashing: Fabricate from the following material:
  - 1. Aluminum: 0.032 inch thick.
- D. Flashing Receivers: Fabricate from the following material:
  - 1. Aluminum: 0.032 inch thick.
- E. Equipment Support Flashing: Fabricate from the following material:
  - 1. Galvanized Steel: 0.028 inch thick.

## 2.6 ALUMINUM EXTRUSION FABRICATIONS

- A. Aluminum Extrusion Units: Fabricate extruded-aluminum running units with formed or extruded-aluminum joint covers for installation behind main members where possible. Fabricate mitered and welded corner units.

## 2.7 ALUMINUM FINISHES

- A. General: Comply with Aluminum Association's (AA) "Designation System for Aluminum Finishes" for finish designations and application recommendations.
- B. High-Performance Organic Coating Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid chromate-fluoride-phosphate conversion coating as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's instructions for aluminum work exposed to view.
  - 1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
    - a. Color and Gloss: As selected by Architect from manufacturer's full range of choices for color and gloss.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).
- D. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
  - 1. Use joint adhesive for nonmoving joints specified not to be soldered.
- E. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- F. Seams: Fabricate nonmoving seams in aluminum with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.

- G. Separations: Separate metal from noncompatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
- H. Counterflashings: Coordinate installation of counterflashings with installation of assemblies to be protected by counterflashing. Install counterflashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches (50 mm) and bed with sealant.
- I. Equipment Support Flashing: Coordinate equipment support flashing installation with roofing and equipment installation. Weld or seal flashing to equipment support member.
- J. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Install flashing as follows:
  - 1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
  - 2. Seal and clamp flashing to pipes penetrating roof, other than lead flashing on vent piping.

### 3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION 076200

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes sealants for the following applications, including those specified by reference to this Section:
- B. This Section includes sealants for the following applications:
  - 1. Exterior joints in the following vertical surfaces and nontraffic horizontal surfaces:
    - a. Perimeter joints around the doors and windows frames as noted.
    - b. Other joints as indicated.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

#### 1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.
- D. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Product Test Reports: From a qualified testing agency indicating sealants comply with requirements, based on comprehensive testing of current product formulations.
- F. Warranties: Special warranties specified in this Section.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

#### 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
  - 2. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

#### 1.8 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- C. Special Manufacturer's Warranty: Written warranty, signed by elastomeric sealant manufacturer agreeing to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: 20 years from date of Substantial Completion.

### PART 2 - PRODUCTS

## 2.1 PRODUCTS AND MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products indicated for each type in the sealant schedules at the end of Part 3.

## 2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

## 2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant in the Elastomeric Joint-Sealant Schedule at the end of Part 3, including those referencing ASTM C 920 classifications for type, grade, class, and uses.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified in the Elastomeric Joint-Sealant Schedule to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

## 2.4 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

## 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include the following:
    - a. Concrete.
    - b. Masonry.
  3. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
    - a. Metal.
- B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability. Install backer rods in all joints of the dimensional stone cladding.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- E. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses provided for each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

### 3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

### 3.6 ELASTOMERIC JOINT-SEALANT SCHEDULE

- A. Low-Modulus Nonacid-Curing Silicone Sealant: Joints in masonry walls, around window and door frames and other joints as indicated, provide products complying with the following:

- 1. Products: Provide one of the following or equal:
  - a. 864; Pecora Corporation.
  - b. Spectrem 1; Tremco
  - c. 790; Dow Corning.
- 2. Type and Grade: S (single component) and NS (nonsag).
- 3. Class: 25.
- 4. Additional Movement Capability: 50 percent movement in extension and 50 percent movement in compression for a total of [100] percent movement.
- 5. Use Related to Exposure: NT (nontraffic).
- 6. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
- 7. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.

- B. Medium-Modulus Neutral-Curing Silicone Sealant: In joints between the cast iron roof panels, where indicated on the plans, provide products complying with the following:

- 1. Products: Provide one of the following or equal:
  - a. 895; Pecora Corporation
  - b. 756 H.P.; Dow Corning.
  - c. Silglaze II; GE Silicones.
- 2. Type and Grade: S (single component) and NS (nonsag).
- 3. Class: 25.
- 4. Additional Movement Capability: 50 percent movement in extension and 50 percent movement in compression for a total of 100 percent movement.
- 5. Use[s] Related to Exposure: NT (nontraffic)
- 6. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

END OF SECTION 079200

## SECTION 092900 - GYPSUM BOARD ASSEMBLIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Nonload-bearing steel framing members for gypsum board assemblies.
  - 2. Gypsum board assemblies attached to steel framing.

#### 1.3 DEFINITIONS

- A. Gypsum Board Construction Terminology: Refer to ASTM C 11 and GA-505 for definitions of terms for gypsum board assemblies not defined in this Section or in other referenced standards.

#### 1.4 ASSEMBLY PERFORMANCE REQUIREMENTS

- A. Sound Transmission Characteristics: For gypsum board assemblies with STC ratings, provide materials and construction identical to those of assemblies whose STC ratings were determined according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency.

#### 1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of product specified.
- C. Shop Drawings showing locations, fabrication, and installation of control and expansion joints including plans, elevations, sections, details of components, and attachments to other units of Work.
- D. Product certificates signed by manufacturers of gypsum board assembly components certifying that their products comply with specified requirements.

#### 1.6 QUALITY ASSURANCE

- A. Single-Source Responsibility for Steel Framing: Obtain steel framing members for gypsum board assemblies from a single manufacturer, unless otherwise indicated.
- B. Single-Source Responsibility for Panel Products: Obtain each type of gypsum board and other panel products from a single manufacturer.

- C. Single-Source Responsibility for Finishing Materials: Obtain finishing materials from either the same manufacturer that supplies gypsum board and other panel products or from a manufacturer acceptable to gypsum board manufacturer.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Neatly stack gypsum panels flat to prevent sagging.

#### 1.8 PROJECT CONDITIONS

- A. Environmental Conditions, General: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C 840 requirements or gypsum board manufacturer's recommendations, whichever are more stringent.
- B. Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 deg F (4 deg C). For adhesive attachment and finishing of gypsum board, maintain not less than 50 deg F (10 deg C) for 48 hours before application and continuously after until dry. Do not exceed 95 deg F (35 deg C) when using temporary heat sources.
- C. Ventilation: Ventilate building spaces as required to dry joint treatment materials. Avoid drafts during hot, dry weather to prevent finishing materials from drying too rapidly.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
  - 1. Gypsum Board and Related Products:
    - a. Georgia-Pacific Corp.
    - b. National Gypsum Co.; Gold Bond Building Products Division.
    - c. United States Gypsum Co.

#### 2.2 GYPSUM BOARD PRODUCTS

- A. General: Provide gypsum board of types indicated in maximum lengths available that will minimize end-to-end butt joints in each area indicated to receive gypsum board application.
  - 1. Widths: Provide gypsum board in widths of 48 inches (1219 mm).
  - 2. Shaft wall panels shall be 16" wide installed in CH Studs.
- B. Gypsum Wallboard: ASTM C 36 and as follows:
  - 1. Type: Moisture and impact resistant for all vertical surfaces, unless otherwise indicated.

2. Type: Water-Resistant Gypsum Backing Board for tiled walls.
3. Type: 1" shaft wall liner panels.
4. Edges: Tapered.
5. Thickness: 1/2 inch (12.7 mm), for ceilings and soffits.
6. Thickness: 5/8 inch (15.9 mm) unless otherwise indicated.

### 2.3 TRIM ACCESSORIES

- A. Accessories for Interior Installation: Cornerbead, edge trim, and control joints complying with ASTM C 1047 and requirements indicated below:
1. Material: Formed metal or plastic, with metal complying with the following requirement:
    - a. Steel sheet zinc coated by hot-dip process or rolled zinc.
  2. Shapes indicated below by reference to Fig. 1 designations in ASTM C 1047:
    - a. Cornerbead on outside corners, unless otherwise indicated.
    - b. L-bead with face flange only; face flange formed to receive joint compound. Use L-bead where indicated.
    - c. One-piece control joint formed with V-shaped slot and removable strip covering slot opening.
    - d. Reveal Bead in ceiling, "Reveal" Stock # 5110, 1/2"x 1/2", or equal, refer to ceiling plan.

### 2.4 JOINT TREATMENT MATERIALS

- A. General: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.
- B. Joint Tape for Gypsum Board: Paper reinforcing tape, unless otherwise indicated.
1. Use pressure-sensitive or staple-attached, open-weave, glass-fiber reinforcing tape with compatible joint compound where recommended by manufacturer of gypsum board and joint treatment materials for application indicated.
- C. Drying-Type Joint Compounds for Gypsum Board: Factory-packaged vinyl-based products complying with the following requirements for formulation and intended use.
1. Ready-Mixed Formulation: Factory-mixed product.
    - a. Taping compound formulated for embedding tape and for first coat over fasteners and face flanges of trim accessories.
    - b. Topping compound formulated for fill (second) and finish (third) coats.
    - c. All-purpose compound formulated for both taping and topping compounds.

### 2.5 MISCELLANEOUS MATERIALS

- A. General: Provide auxiliary materials for gypsum board construction that comply with referenced standards and recommendations of gypsum board manufacturer.
- B. Laminating Adhesive: Special adhesive or joint compound recommended for laminating gypsum panels.

- C. Spot Grout: ASTM C 475, setting-type joint compound recommended for spot-grouting hollow metal door frames.
- D. Fastening Adhesive for Metal: Special adhesive recommended for laminating gypsum panels to steel framing.
- E. Steel drill screws complying with ASTM C 1002 for the following applications:
  - 1. Fastening gypsum board to steel members less than 0.033 inch (0.84 mm) thick.
- F. Sound-Attenuation Blankets: Unfaced mineral-fiber blanket insulation produced by combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665 for Type I (blankets without membrane facing).
  - 1. Mineral-Fiber Type: Fibers manufactured from glass.
- G. Thermal Insulation: See Section 07210 for Thermal Insulation
  - a. Mineral-Fiber Type: Fibers manufactured from glass.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates to which gypsum board assemblies attach or abut, installed hollow metal frames, cast-in-anchors, and structural framing, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of assemblies specified in this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Ceiling Anchorages: Coordinate installation of ceiling suspension systems with installation of overhead structural assemblies to ensure that inserts and other provisions for anchorages to building structure have been installed to receive ceiling hangers that will develop their full strength and at spacing required to support ceilings.

### 3.3 APPLYING AND FINISHING GYPSUM BOARD, GENERAL

- A. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
- B. Install gypsum panels with face side out. Do not install imperfect, damaged, or damp panels. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- C. Locate both edge or end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Avoid joints other than control joints at corners of framed openings where possible.
- D. Attach gypsum panels to existing studs so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

- E. Attach gypsum panels to framing provided at openings and cutouts.
- F. Spot grout hollow metal door frames for solid-core wood doors, hollow metal doors, and doors over 32 inches (813 mm) wide. Apply spot grout at each jamb anchor clip and immediately insert gypsum panels into frames.
- G. Form control and expansion joints at locations indicated and as detailed, with space between edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels.
- H. Cover both faces of steel stud partition framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases that are braced internally.
  - 1. Except where concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect joists, and other structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by coffers, joists, and other structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.
- I. Where STC-rated gypsum board assemblies are indicated, seal construction at perimeters, behind control and expansion joints, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions. Comply with ASTM C 919 and manufacturer's recommendations for location of edge trim and closing off sound-flanking paths around or through gypsum board assemblies, including sealing partitions above acoustical ceilings.
- J. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.
  - 1. Space screws a maximum of 12 inches (304.8 mm) o.c. for vertical applications.

### 3.4 GYPSUM BOARD APPLICATION METHODS

- A. Single-Layer Application: Install gypsum wallboard panels as follows:
  - 1. On ceilings, apply gypsum panels prior to wall/partition board application to the greatest extent possible and at right angles to framing, unless otherwise indicated.
  - 2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless parallel application is required for fire-resistance-rated assemblies. Use maximum-length panels to minimize end joints.
    - a. Stagger abutting end joints not less than one framing member in alternate courses of board.
- B. Single-Layer Fastening Methods: Apply gypsum panels to supports as follows:
  - 1. Fasten with screws and glue.
- C. Multiple Layer Application:
  - 1. Install multiple layers by alternating horizontal and vertical panels.
  - 2. Screws shall be long enough to penetrate the metal stud a minimum of 3/4".

### 3.5 INSTALLING TRIM ACCESSORIES

- A. General: For trim accessories with back flanges, fasten to framing with the same fasteners used to fasten gypsum board. Otherwise, fasten trim accessories according to accessory manufacturer's directions for type, length, and spacing of fasteners.
- B. Install corner bead at external corners.
- C. Install edge trim where edge of gypsum panels would otherwise be exposed. Provide edge trim type with face flange formed to receive joint compound, except where other types are indicated.
  - 1. Install L-bead where edge trim can only be installed after gypsum panels are installed.
  - 2. Install aluminum trim and other accessories where indicated.
- D. Install control joints according to ASTM C 840 and manufacturer's recommendations, with a maximum spacing of 30', or as shown in specific locations by the Architect for visual effect.

### 3.6 FINISHING GYPSUM BOARD ASSEMBLIES

- A. General: Treat gypsum board joints, interior angles, flanges of corner bead, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration.
- B. Prefill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.
- C. Apply joint tape over gypsum board joints and to flanges of trim accessories as recommended by trim accessory manufacturer.
- D. Levels of Gypsum Board Finish: Provide the following levels of gypsum board finish per GA-214.
  - 1. Level 4 for gypsum board surfaces, unless otherwise indicated.
- E. Use the following joint compound combination as applicable to the finish levels specified:
  - 1. Embedding and First Coat: Ready-mixed, drying-type, all-purpose or taping compound. Fill (Second) Coat: Ready-mixed, drying-type, all-purpose or topping compound. Finish (Third) Coat: Ready-mixed, drying-type, all-purpose or topping compound.
- F. For Level 4 gypsum board finish, embed tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Touch up and sand between coats and after last coat as needed to produce a surface free of visual defects and ready for decoration.

### 3.7 CLEANING AND PROTECTION

- A. Promptly remove any residual joint compound from adjacent surfaces.
- B. Provide final protection and maintain conditions, in a manner acceptable to Installer, that ensure gypsum board assemblies are without damage or deterioration at the time of Substantial Completion.

END OF SECTION 092900

## SECTION 095113 - ACOUSTICAL PANEL CEILINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes ceilings consisting of acoustical panels and exposed suspension systems.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Samples: Submit product samples for each material specified.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels and suspension system components to Project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

#### 1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

#### 1.6 COORDINATION

- A. Coordinate layout and installation of acoustical panels and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

#### 1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.

1. Acoustical Ceiling Units: One carton of each size and pattern.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, those indicated for each designation in the Acoustical Panel Ceiling Schedule at the end of Part 3.

### 2.2 ACOUSTICAL PANELS, GENERAL

- A. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.
  1. Mounting Method for Measuring Noise Reduction Coefficient: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches (400 mm) away from test surface per ASTM E 795.
- B. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
- C. Antimicrobial Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial solution consisting of a synergistic blend of substituted ammonium salts of alkylated phosphoric acids admixed with free alkylated phosphoric acid that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria.
- D. Panel Characteristics: Comply with requirements indicated in the Acoustical Panel Ceiling Schedule at the end of Part 3, including those referencing ASTM E 1264 classifications.

### 2.3 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable ASTM C 635 requirements.
- B. Metal Suspension System Characteristics: Comply with requirements indicated in the Acoustical Panel Ceiling Schedule at the end of Part 3.
- C. Finishes and Colors, General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Provide manufacturer's standard factory-applied finish for type of system indicated.
- D. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated. System installation shall comply with all local seismic requirements.
- E. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
  1. Zinc-Coated Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
  2. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635, Table 1, Direct Hung) will be less than yield stress of wire, but provide not less than 0.106-inch- (2.69-mm-) diameter wire.

- F. Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that fit acoustical panel edge details and suspension systems indicated; formed from sheet metal of same material and finish as that used for exposed flanges of suspension system runners.
  - 1. For lay-in panels with reveal edge details, provide stepped edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage, and other conditions affecting performance of acoustical panel ceilings.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with publications referenced below per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
  - 1. Standard for Ceiling Suspension System Installations: Comply with ASTM C 636.
- B. Suspend ceiling hangers from building's structural members and as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
  - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, counter-splaying, or other equally effective means. Bracing shall meet seismic standards for the area.
  - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
  - 4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure; that are appropriate for substrate; and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
  - 5. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, powder-actuated fasteners, or drilled-in anchors that extend through forms into concrete.
  - 6. Do not attach hangers to steel deck tabs.
  - 7. Do not attach hangers to steel roof deck. Attach hangers to structural members.
  - 8. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers, unless otherwise indicated; and provide hangers not more than 8 inches (200 mm) from ends of each member.
- C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.

1. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m). Miter corners accurately and connect securely.
  2. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- D. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- E. Install acoustical panels with undamaged edges and fitted accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
1. Arrange directionally patterned acoustical panels as follows:
    - a. As indicated on reflected ceiling plans.
  2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension system runners and moldings.
  3. For reveal-edged panels on suspension system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
  4. Paint cut panel edges remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
- F. Install hold-down clips in the areas of the building as noted on the Room Finish Schedule. Clips shall be as recommended by the suspension system manufacturer and shall fit tightly over the “Tee” members of the system.

### 3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Owner may engage a qualified independent testing agency to perform field quality-control testing.
- B. Extent and Testing Frequency: Testing will take place in successive stages in areas described below. Proceed with installation of acoustical panel ceilings only after test results for previously installed hangers comply with requirements.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Remove and replace those fasteners and anchors that test results indicate do not comply with specified requirements.
- E. Additional Testing: Where fasteners and anchors are removed and replaced, additional testing will be performed to determine compliance with specified requirements.

### 3.4 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

### 3.5 ACOUSTICAL PANEL CEILING SCHEDULE

- A. Water-Felted, Mineral-Base Acoustical Panels with Membrane-Faced Overlay for Acoustical Panel Ceiling - APC-B: Where 2' by 4' panels are indicated, provide acoustical panels complying with the following:
1. Products: Provide the following or approved equal:
    - a. Kitchen Zone – Square Lay-in by Armstrong – Item #672
  2. Classification: Panels fitting ASTM E 1264 for Type III, mineral base with painted-faced overlay; Form 2, water felted.
  3. Pattern: Panels fitting ASTM E 1264 pattern designation CE
  4. Color: White.
  5. Light Reflectance Coefficient: Not less than 0.89.
  6. Noise Reduction Coefficient: NRC 0.50.
  7. Ceiling Attenuation Class: CAC 33.
  8. Edge Detail: Square.
  9. Thickness: 5/8 inch (15 mm).
  10. Size: 24 by 48 inches (600 by 1200 mm).
- B. Suspension Systems for Acoustical Panel Ceilings:
1. Existing grid system to remain in place. Patch and repair as necessary to match existing.

END OF SECTION 095113

## SECTION 096519 - RESILIENT TILE FLOORING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Vinyl composition floor tile.
  - 2. Resilient wall base and accessories.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Maintenance Data: For resilient floor tile to include in the maintenance manuals specified in Division 1.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer to perform work of this Section who has specialized in installing resilient products similar to those required for this Project and with a record of successful in-service performance.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Project site in manufacturer's original, unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store products in dry spaces protected from the weather, with ambient temperatures maintained between 50 and 90 deg F (10 and 32 deg C).
- C. Store tiles on flat surfaces.
- D. Move products into spaces where they will be installed at least 48 hours before installation, unless longer conditioning period is recommended in writing by manufacturer.

#### 1.6 PROJECT CONDITIONS

- A. Maintain a temperature of not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C) in spaces to receive products for at least 48 hours before installation, during installation, and for at least 48 hours after installation, unless manufacturer's written recommendations specify longer time periods. After post installation period, maintain a temperature of not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

- B. Do not install products until they are at the same temperature as the space where they are to be installed.
- C. Close spaces to traffic during flooring installation and for time period after installation recommended in writing by manufacturer.
- D. Install tiles and accessories after other finishing operations, including painting, have been completed.
- E. Do not install flooring over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive, as determined by flooring manufacturer's recommended bond and moisture test.

#### 1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
  - 1. Furnish one box for each color selected.
  - 2. Deliver extra materials to Owner.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, those indicated in the Resilient Tile Flooring Schedule at the end of Part 3.

#### 2.2 RESILIENT ACCESSORIES

- A. Rubber Wall Base: Products complying with FS SS-W-40, Type I and with requirements specified in the Resilient Tile Flooring Schedule.
- B. Rubber Accessory Moldings: Products complying with requirements specified in the Resilient Tile Flooring Schedule.

#### 2.3 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
- C. Metal Edge Strips: Extruded Aluminum with mill finish of width shown, or height required to protect exposed edges of tiles, and in maximum lengths to minimize running joints.

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where installation of resilient products will occur, with Installer present, for compliance with manufacturer's requirements. Verify that substrates and conditions are satisfactory for resilient product installation and comply with requirements specified.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
  - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by flooring manufacturer.
  - 2. Subfloor finishes comply with requirements specified in Division 3 Section "Cast-in-Place Concrete" for slabs receiving resilient flooring.
- C. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. General: Comply with resilient product manufacturer's written installation instructions for preparing substrates indicated to receive resilient products.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
  - 1. All existing floors where the covering has been removed shall be flash patched prior to the installation of the new resilient tile.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Broom and vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.3 TILE INSTALLATION

- A. General: Comply with tile manufacturer's written installation instructions.
- B. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half of a tile at perimeter.
  - 1. Lay tiles square with room axis, unless otherwise indicated.
- C. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped, or deformed tiles.
  - 1. Lay tiles with grain running in one direction.
  - 2. Lay tiles in pattern of colors and sizes indicated on Drawings.

- D. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures, including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.
- E. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other nonpermanent, nonstaining marking device.
- G. Install tiles on covers for telephone and electrical ducts, and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on covers. Tightly adhere edges to perimeter of floor around covers and to covers.
- H. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to comply with tile manufacturer's written instructions, including those for trowel notching, adhesive mixing, and adhesive open and working times.
  - 1. Provide completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- I. Hand roll tiles according to tile manufacturer's written instructions.

#### 3.4 RESILIENT ACCESSORY INSTALLATION

- A. General: Install resilient accessories according to manufacturer's written installation instructions.
- B. Apply resilient wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
  - 1. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
  - 2. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
  - 3. Do not stretch base during installation.
  - 4. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
  - 5. Form outside corners on job from straight pieces of maximum lengths possible, without whitening at bends. Shave back of base at points where bends occur and remove strips perpendicular to length of base that are only deep enough to produce a snug fit without removing more than half the wall base thickness.
  - 6. Form inside corners on job, from straight pieces of maximum lengths possible, by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce a snug fit to substrate.
- C. Place resilient accessories so they are butted to adjacent materials and bond to substrates with adhesive. Install reducer strips at edges of flooring that would otherwise be exposed.

#### 3.5 CLEANING AND PROTECTING

- A. Perform the following operations immediately after installing resilient products:
  - 1. Remove adhesive and other surface blemishes using cleaner recommended by resilient product manufacturers.
  - 2. Sweep or vacuum floor thoroughly.

3. Do not wash floor until after time period recommended by flooring manufacturer.
  4. Damp-mop floor to remove marks and soil.
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by flooring manufacturer.
1. Apply protective floor polish to floor surfaces that are free from soil, visible adhesive, and surface blemishes, if recommended in writing by manufacturer.
    - a. Use commercially available product acceptable to flooring manufacturer.
    - b. Coordinate selection of floor polish with Owner's maintenance service.
  2. Cover products installed on floor surfaces with undyed, untreated building paper until inspection for Substantial Completion.
  3. Do not move heavy and sharp objects directly over floor surfaces. Place plywood or hardboard panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.
- C. Clean floor surfaces not more than 4 days before dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Clean products according to manufacturer's written recommendations.
1. Before cleaning, strip protective floor polish that was applied after completing installation only if required to restore polish finish and if recommended by flooring manufacturer.
  2. After cleaning, reapply polish to floor surfaces to restore protective floor finish according to flooring manufacturer's written recommendations. Coordinate with Owner's maintenance program.

### 3.6 RESILIENT TILE FLOORING SCHEDULE

- A. Vinyl Composition Tile (VCT): Where this designation is indicated, provide vinyl composition floor tile complying with the following:
1. Products: As follows:
    - a. Reference Product: Standard Excelon Vinyl Composition Tile, Multi-color and Imperial texture by Armstrong World Industries.
  2. Color and Pattern: As selected by Architect from manufacturer's full range of colors and patterns produced for tile complying with requirements indicated.
  3. Class 2 (through-pattern tile).
  4. Wearing Surface: Smooth
  5. Thickness: 1/8 inch (3.2 mm).
  6. Size: 12 by 12 inches (304.8 by 304.8 mm).
- B. Rubber Wall Base RWB: Where this designation is indicated, provide rubber wall base complying with the following:
1. Products: As follows:
    - a. Reference Product: Type TS extruded rubber cove base by Roppe Corp.
  2. Color and Pattern: As selected by Architect from manufacturer's full range of colors and patterns produced for rubber wall base complying with requirements indicated.
  3. Style: [Cove with top-set toe.]

4. Minimum Thickness: 1/8 inch (3.2 mm).
5. Height: 4 inches (101.6 mm), 6 inches (152.4 mm where indicated)
6. Lengths: Cut lengths 48 inches (1219.2 mm) long
7. Outside Corners: Job formed.
8. Inside Corners: Job formed.
9. Surface: Smooth.

END OF SECTION 096519

## SECTION 099000 - PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following: Adjust list below to suit the Project.
  - 1. Exposed interior items and surfaces.
  - 2. Surface preparation, priming, and finish coats specified in this Section
- B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.
  - 1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.
- C. Related Sections include the following:
  - 1. Division 9 Section "Gypsum Board Assemblies" for surface preparation for gypsum board.

#### 1.3 SUBMITTALS

- A. Product Data: For each paint system specified. Include block fillers and primers.
  - 1. Submit manufacturer's literature including descriptive and performance data.
  - 2. Submit application instructions and methods, including mixing, surface preparation, compatible primers and topcoats, recommended wet and dry film thickness.
  - 3. Submit material safety data sheets (MSDS) for each product.
  - 4. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated, if not indicated on Color Schedule.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Contents by volume, for pigment and vehicle constituents.
  - 5. Thinning instructions.
  - 6. Application instructions.
  - 7. Color name and number.
  - 8. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

## 1.6 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F (10 and 32 deg C).
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F (7.2 and 35 deg C).
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
  - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

## 1.7 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
  - 1. Quantity: Furnish the Owner with 1 qt. of each material and color applied.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Products by Sherwin-Williams, Inc. are the basis of design and set the standard of quality required.

- B. Substitutions: Equivalent products of other manufacturers may be submitted for approval providing the products submitted are of the same types, have label analyses similar to those specified, meet or exceed the performance criteria, and are suitable for the use intended.
- C. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

## 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Match colors indicated by reference to manufacturer's color designations.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
  - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
  - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

2. Floors to receive the heavy duty epoxy floor coating shall be thoroughly cleaned and prepped in accordance with the manufacturer's specifications. Particular attention shall be taken on the existing concrete slab where old flooring has been removed, clean off all old adhesive and flash patch as necessary. The floor surface must be acceptable to the manufacturer and installer prior to start of application, any problems must be brought to the attention of the general contractor and the Architect, and corrected before work can start
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
1. Provide barrier coats over incompatible primers or remove and reprime.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  3. Use only thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the schedules.
  2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  3. Provide finish coats that are compatible with primers used.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
  2. Omit primer on metal surfaces that have been shop primed and touchup painted.
  3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
  2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

### 3.4 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

### 3.5 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

### 3.6 INTERIOR PAINT SCHEDULE

- A. Gypsum Wall Board:
1. Epoxy Paint:
    - a. Primer: 1coat ProMar 200 Zero VOC Interior Latex Primer.
    - b. 2nd & 3rd coat: 2 coats Pro Industrial Waterbased Catalyzed Epoxy Eggshell.
    - c. Retain the paint system below for a low-luster (eggshell or satin), acrylic-enamel finish over interior concrete masonry block units subject to normal use and moderate environments.

END OF SECTION 099000