

2023-2024 Westampton Complex Upgrades Phase 2:

Human Services Building Interior Renovations

PROJECT NO. 2191488 CPU PROJECT NO. CPU-23-0043A

for the

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLINGTON

49 Rancocas Road Mount Holly, New Jersey 08060

GENERAL DOCUMENTS AND SPECIFICATIONS

August 9, 2023

PREPARED BY:
Netta Architects
1084 Route 22 West
Mountainside, NJ 07092

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SECTION 00050 PROJECT SUMMARY

1. PROJECT NAME AND LOCATION:

2023-2024 Westampton Complex Upgrades Phase 2: Human Services Building Interior Renovations. 795 Woodlane Road, Westampton, NJ 08060

2. PROJECT SCOPE:

Construction of this project shall be a combined effort between the lowest responsible bidder and County forces. Please pay attention to the below as you are not bidding on construction of the entire project as delineated in the drawings and specifications.

The lowest responsible bidder shall be required to SUPPLY AND INSTALL the following in its entirety:

- Complete restroom renovations for all floors as delineated in the contract documents including but not limited to: pipe, fittings, fixtures, toilet partitions, grab bars, toilet accessories, showers, mechanical modifications, electrical work, ceiling work, and tile work.
- All HVAC Modifications for all work locations.
- Porcelain/Ceramic Tile and Tile Base
- Construction of the Family Restroom and Lactation Suite have been removed from this contract.

The lowest responsible bidder shall also be required to SUPPLY the following in its entirety for installation by County forces:

Solid Surface Counters for Interview Booths

Trades Required:

- General Construction
- Plumbing
- Electrical
- Mechanical

3. PROJECT PHASING

The work is to be conducted in an occupied building. All work is to be coordinated with the County as not to interrupt daily operations.

Phasing for the restroom work shall be as follows:

Phase 1: Ground and Second Floor Restrooms

Phase 2: First and Second Floor Restrooms, Family Restroom

Construction, Lactation Restroom Construction.

Miscellaneous work to assist the county shall occur concurrently with the above phases but shall not extend past the total contract time.

CONTRACT TIME:

150 Calendar Days

Phase 1 Duration: 60 Calendar Days Phase 2 Duration: 90 Calendar Days

5. LIQUIDATED DAMAGES:

\$2,000.00 Per Calendar Day Per Phase

6. **OWNER**:

Burlington County Board of County Commissioners

7. OWNER'S REPRESENTATIVE:

Matthew Netta Netta Architects 1084 Route 22 West Mountainside, NJ 07092 Phone: 973-379-0006

mnetta@nettaarchitects.com

8. BID OPENING

Date: January 4, 2024

Time: 10:30 AM (Local Time)

Location: https://burlcobids.ionwave.net

All bids shall be submitted online at https://burlcobids.ionwave.net the county shall not accept any bids submissions via email, courier, mail, or

in person delivery. The County is not responsible for any bid not submitted on time at https://burlcobids.ionwave.net. The County is not responsible for any internet submission issues that may include but not be limited to connection issues, technical difficulties, errors, power outages, etc.

At the time fixed for the opening of bids, their contents will be read and made public for the information of bidders and other interested persons, Bidders and interested persons may watch the bid opening online. Details on accessing the online bid opening can be found under the "Event Details" tab for this solicitation at https://burlcobids.ionwave.net.

9. **COST OF BID PACKAGE**: No Charge

10. SITE VISITS:

By Appointment Only. Please Contact Steven Stypinski, Director of Construction Services at sstypinski@co.burlington.nj.us to make an appointment.

11. PRE-BID CONFERENCE:

Date: December 13, 2023

Time: 10:00 AM Place: Board Room

49 Rancocas Road Mount Holly, NJ 08060

12. **DEADLINE FOR QUESTIONS**:

December 18, 2023 at 5:00 PM (local time)

All questions must be submitted at https://burlcobids.ionwave.net by the deadline.

No questions will be answered after this date.

13. THE CONTRACT DOCUMENTS:

Architect ID No.: 2191488

Drawing Date: August 9, 2023 County ID No.: CPU-23-0043

END OF SECTION 00050 - PROJECT SUMMARY

SECTION 00100 INSTRUCTIONS TO BIDDERS

THESE INSTRUCTIONS ARE IN ADDITION TO THOSE STIPULATED IN THE GENERAL AND SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA DOCUMENT A201 HEREIN ENCLOSED.

- LOCATION OF BID OPENING: Sealed bids will be received, publicly opened and read aloud by the Contracting Agent for the Board of County Commissioners of the County of Burlington, New Jersey, on date, time and location of bid opening as stated in the Project Summary

 — Division 0, Section 00050.
- 2. OBTAINING DRAWINGS AND SPECIFICATIONS: Drawings and Specifications can be obtained at https://burlcobids.ionwave.net. Paper copies or CD's will not be provided by the County.
- 3. ADDRESSING AND DELIVERY OF BID SUBMISSION: All bids shall be submitted online at https://burlcobids.ionwave.net the county shall not accept any bids submissions via email, courier, mail, or in person delivery. The County is not responsible for any bid not submitted on time at https://burlcobids.ionwave.net. The County is not responsible for any internet submission issues that may include but not be limited to connection issues, technical difficulties, errors, power outages, etc.
- 4. TYPE OF BID LUMP SUM: The bidder shall deliver one single overall lump sum proposal for all work delineated on the drawings and described in the specifications. A summary of which is listed as: Project Summary Division 0, Section 00050.
- 5. COMPLETE BID: Bidders must supply a complete bid for the bid to be accepted. Required Documents to be submitted at https://burlcobids.ionwave.net. Please see Section 00400 BIDDERS CHECKLIST for a list of required documents.
- 6. LATE BIDS: No late bid will be accepted or considered. The County will not be responsible for any bid not submitted on time due to internet, website, or any other technical difficulty. This shall include but not be limited to power outages, internet disconnections, computer complications, website errors, etc. It is the bidders responsibility to ensure that the bid is prepared and submitted in a timely fashion to navigate technical and digital complications.
- 7. BIDDERS RESPONSIBILITY BY SUBMITTING A PROPOSAL: By submitting a proposal the prospective bidder covenants and agrees that he fully understands his obligations and that he will not make claim for or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information
- 8. BID WITHDRAWAL: A written request for the withdrawal of a bid or any part thereof will be granted if the request is received by the County Purchasing Agent prior to the specified time of bid opening.
- 9. ERRORS ON THE BID FORM: Carelessness in quoting prices or in preparation of the bid proposal will not relieve the bidder of his obligation to complete the project for the amount stated in his Bid Form. It is understood and agreed that all prices quoted are firm and are not subject to any increase during the life of the contract.
- 10. SIGNATURE ON THE BID FORM: Bids must be electronically submitted per the requirements at https://burlcobids.ionwave.net. Scanned copies of the bid specification will not be accepted. The County will not accept any proposal submissions through alternative methods including but not limited to email, fax, hand delivery, courier, mail, etc.

Unit Prices, Allowances, Line Item Amounts, Alternates, and Total Bids are to be submitted in the spaces provided under the "Line Items" section of this solicitation at https://burlcobids.ionwave.net Failure to electronically sign, give all information, complete, and submit the bid may result in the rejection of the bid, in whole or in part.

- 11. SITE VISITS PRIOR TO BID SUBMISSION: Prospective bidders are highly recommended to visit the site prior to submitting a bid and become thoroughly familiar with existing conditions. However, by submission of this bid, the Contractor warrants that he is familiar with all site conditions as if he had visited the site for inspection. Site visits are by appointment only. Instructions for scheduling a site visit can be found in Project Summary, Division 0, Section 00050.
- 12. QUESTIONS DURING THE BID PERIOD: No questions raised at the pre-bid meeting (if applicable) are binding. For binding answers, all questions must be submitted in writing at https://burlcobids.ionwave.net by the deadline for questions as listed in the Project Summary, Division 0, Section 00050. Questions submitted to the Owner or Owners Representative via email or fax will not be responded to. A written addendum will be emailed to all prospective bidders currently on record, no later than seven (7) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents.
- 13. ANSWERS DURING THE BID PERIOD: All questions will be answered in writing. Neither the County nor their authorized representative will be responsible in any way for <u>oral answers unconfirmed in writing</u>, to any inquiries regarding the answer, intent or meaning of the drawings or the specifications.
- 14. BID GUARANTEE: Bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 10% of the bid, not to exceed \$20,000 and shall be made payable to the Burlington County Treasurer. Bidders submit a **copy** of the bid guarantee online as part of the electronic bid submission. Additionally, the bidder must mail or deliver the **original** bid guarantee to the County. The original bid guarantee must be mailed or delivered to the County in a sealed envelope with the bid title and number clearly marked on the outside. The original bid guarantee is due to the County no later than the deadline for receipt of bids. Failure to comply will result in rejection of the bid.

The original bid guarantee can be delivered by hand or courier to:
County of Burlington
Department of Finance and Purchasing
County Office Building
First Floor, Room 104
49 Rancocas Road
Mount Holly, NJ 08060-6000

The original bid guarantee can be mailed to: County of Burlington Department of Finance and Purchasing 49 Rancocas Road Post Office Box 6000 Mount Holly, NJ 08060-6000

- 15. BID GUARANTEE RETURN: Bid Bond, certified check or cashier's check as submitted with this bid solicitation will be returned to all but the three (3) lowest responsible bidders within three (3) days after opening of the bids, Sundays and Holidays excepted. Said bid deposit will be returned to the three (3) lowest bidders upon receipt of approved performance bond if required and upon execution of a formal contract with the successful bidder(s).
- 16. CONSENT OF SURETY FOR A PAYMENT & PERFORMANCE BOND MUST ACCOMPANY ALL BIDS: To insure that a Payment and Performance Bond will be provided as required by the Contract Documents, a Certificate from a Surety Company to provide a Payment and Performance Bond (Consent of Surety) is required. This Consent of Surety must be submitted to the Board of County Commissioners of the County of Burlington along with the Contractor's bid submission using the form provided in this Solicitation.

Failure to submit the Consent of Surety on the attached form at the time of the contractor's bid submission constitutes a material deviation from the specifications and will cause the bid to be rejected.

The Consent of Surety must be drawn to the Board of County Commissioners of the County of Burlington in the amount equal to 100% of the Contractor's bid proposal amount. A Power of Attorney appointing the person signing the Form as Attorney-in-Fact must also be attached to the form and submitted with the Contractor's bid submission. The Consent of Surety must be valid for a period of no less than ninety (90) days from the date of bid opening.

The surety company providing the Consent of Surety and Payment and Performance Bond must be authorized pursuant to the New Jersey Statutes to carry on business in the State of New Jersey and subject to the requirements outlined in the General and Supplemental Conditions of the Contract.

17. AWARD: The County reserves the right to award the contract to the bidder submitting the most favorable aggregate bid. The County shall have the exclusive right to accept one or more of the alternates identified in the contract documents. If the County exercises this right, the acceptance of such alternate or alternates will be used in calculating the overall contract sum, and in determining which bidder has the most favorable aggregate bid.

The successful bidder to whom the award is to be made, will be notified in writing upon formal acceptance of the proposal by the Board of County Commissioners.

Until the Division of Purchase receives a sufficient performance bond, no proposal will be accepted and no contract will be awarded. After receipt of a sufficient performance bond and other submissions required by the bid specifications, the proposal will be accepted and a signed contract and purchase order will be forwarded to the successful bidder. The County will then notify the Architect to issue the "Notice to Proceed".

- 18. REJECTION OF ALL BIDS: The County of Burlington may reject all bids for any of the following reasons:
 - a. The lowest bid substantially exceeds the cost estimate for the project;
 - b. The lowest bid substantially exceeds the County's appropriation for the project;
 - c. The Board of County Commissioners decides to abandon the project;
 - d. The County wants to substantially revise the specifications for the project;

- e. The purposes of provisions or both of the New Jersey Local Public Contracts Law (P.L.1971,c.198,N.J.S.A. 40A:11-1 et seq.) are being violated; and
- f. The Board of County Commissioners decides to use the State authorized contract pursuant to section 12 of P.L.1971,c.198 (C.40A:11-12)

If all bids are rejected, bid guarantees will be returned with three (3) days of the date of determination to reject.

19. COMMENCEMENT OF THE WORK: The County of Burlington does not authorize the expenditure of any monies by the successful bidder, including that undertaken through the ordering of goods or materials, prior to the receipt by the successful bidder of (1) a contract signed by the County, (2) a purchase order issued by the County of Burlington, Division of Purchase, and (3) a Notice to Proceed from the Architect.

Any such expenditure of monies by the successful Bidder prior to the receipt of all three items will be at the Bidders own risk.

- 20. FAILURE TO EXECUTE THE CONTRACT: If the successful bidder fails to enter into such contract or fails to meet the performance bond and insurance requirements within ten (10) days after the award or neglects to perform after acceptance of bid by the County then the check or security deposited by him shall, at the option of the Board of County Commissioners, be retained by such Board as liquidated damages, or if a bid bond has been supplied, principal and surety shall be liable for the amount of the bid.
- 21. LAW AGAINST DISCRIMINATION: As per N.J.S.A. 40A:11-13, the successful bidder shall be prohibited from discrimination in the hiring of persons who are qualified and available to perform work to which the contract relates by reasons of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality in accordance with State of New Jersey Law.

Bidders shall be required to complete an Anti-Discrimination Agreement under the Attributes tab within the solicitation located at https://burlcobids.ionwave.net. The successful bidder shall comply with the anti-discrimination provisions during the term of the contract pursuant to N.J.S.A.10:2-1

- 22. AFFIRMATIVE ACTION: All bidders are required to comply with the requirements of P. L. 1975, c 127 (N.J.A.C. 17:27) Affirmative Action as supplemented and amended.
- 23. PREVAILING WAGE RATES: When applicable, the contractor shall pay the latest prevailing wage rates, for projects in excess of \$2,000.00 as determined by the Commissioner of Labor and Industry of the State of New Jersey, for the locality in which the work is to be performed pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56, 25 et. seq.). A schedule of such is available from the Public Contracts Section, Office of Wage and Hour Compliance, CN 389, Trenton, NJ 08625-0389, telephone number (609) 292-2259. The Contractor shall comply with all applicable statutes and regulations regarding the payment of wages and specifically Title 34, Chapter 11, of the Revised Statutes of New Jersey. In the event it is found that a worker employed by the Contractor under this contract has been paid a rate of wages less than the prevailing rate required, the County may terminate the Contractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion. The Contractor and his sureties shall be liable to the County for any excess costs occasioned thereby. Contractor is

responsible for using the schedule most current at the time of the signing of the contract. It is the intention of the parties that the contractor comply with all applicable statues and regulations regarding the payment of wages, and specifically, Chapter 11 of Title 3 of the Revised Statutes of New Jersey including, but not limited to the following:

a. The public works employer (any natural person, company, firm, subcontractor or other entity engaged in public work) must submit to the Board a certified payroll record (on a form satisfactory to the Commissioner of Labor, copy attached) for each payroll period within 10 days of the payment of wages. [N.J.A.C. 12: 60-6.1 c] to the following address:

Burlington County Treasurer's Office 49 Rancocas Road P.O. Box 6000 Mt. Holly, NJ 08060-6000 Attention: Auditing

- b) No award of the contract will be made to a bidder on the debarred list of the Commissioner of Labor. N.J.S.A. 34:11-56.38.
- 24. DISQUALIFICATION OF BIDDERS: As per N.J.S.A. 40A:11-4 (P.L.1999,c440) The County may disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the governing body finds that it has had prior negative experience with the bidder. Bids for this contract will only be considered from bidders not listed on any debarred list published by the State of New Jersey or any federal government agency
- 25. LICENSES: All trades requiring licenses shall provide them and maintain them during the duration of the project.
- 26. IDENTIFICATION: All employees of successful Contractor shall have proper photo identification in their possession when performing duties relating to this contract within or upon County property.
- 27. AMERICAN MADE GOODS: Wherever available, only products or items manufactured in the United States of America shall be furnished per this solicitation in accordance with the Local Public Contract Law of 1971, 40A: 11-18.
- 28. BRAND NAMES: Any specific references to name brands, manufacturers or products are made to establish the level of quality required and should be interpreted to read "or equivalent". The Architect shall be the sole determiner of the equivalency of such a non-listed product or manufacturer with those enumerated in the specifications.
- 29. RELEASE OF LIENS: The Contractor shall at time of final payment, submit signed copies of the "Release of Liens" as directed in the specifications and herein attached.
- 30. COUNTY/VENDOR RELATIONSHIP: The entering into of a Contract/Agreement between Vendor and the Board does not create an employer-employee relationship. Vendor shall at all times be treated as an independent contractor. Neither Vendor nor its employees, agents, subcontractors, subcontractor-employees, assignees, invitees or designees shall be considered employees of the Board, and shall not have any legal rights of a County employee.

END OF SECTION 00100 - INSTRUCTIONS TO BIDDERS

SECTION 00200 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

PART ONE - GENERAL

- 1.01 DESCRIPTION
- A. The A.I.A. Document number **A201**, titled **"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"**, 1997 edition, is a part of this specification and is included here in its entirety for that purpose.

AIA DOCUMENT A201-1997

General Conditions of the Contract for Construction

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AIA DOCUMENT A201-1997
GENERAL CONDITIONS
OF THE CONTRACT FOR
CONSTRUCTION

The American Institute of Architects 1735 New York Ayenue, N.W. Washington, D.C. 20006-5292

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ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

1.1.2 THE CONTRACT

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

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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



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complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

- 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- 1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (i) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects:

1.4 INTERPRETATION

1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS

- 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.
- 1.5.2 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.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in



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the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

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 Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been inade to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- 2.2.2 Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.
- 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in



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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 Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

- 3.1 GENERAL
- 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR-
- 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.
- 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.



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3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.
- 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

- 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.
- 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not 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 otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract



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Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which 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 AND NOTICES

- 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.
- 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws; statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.
- 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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:

- 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;
- 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 Clause 3.8.2.1 and
 - (2) changes in Contractor's costs under Clause 3.8.2.2.
- 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.



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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, Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review 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

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

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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 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 which 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



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the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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



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3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits 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.

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

3.15 CLEANING UP

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

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, 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



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construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 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 Subparagraph 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 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

- 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.
- 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.
- 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

4.2 ARCHITECT'S 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 (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.
- 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (i) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work 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 neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.
- 4.2.3 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.



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- 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
- 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- 4.2.6 The Architect will have 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 Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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 Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 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, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.



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4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial 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 so 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.

4.3 CLAIMS AND DISPUTES

- 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of 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. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.
- 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 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.
- 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.



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- 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.
- 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.7 CLAIMS FOR ADDITIONAL TIME

4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

- 4.3.7.2 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.
- 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- 4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.
- 4.3.10 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 Subparagraph 4:3:10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

4,4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a



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- 4.4.2 The Architect will review Claims and within ten days of the receipt of the 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 Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.
- 4.4.3 In evaluating Claims, the Architect 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 Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.
- 4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.
- 4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.
- 4.4.6 When a written decision of the Architect states that (i) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.
- 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or 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 Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- 4.4.8 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 prior to resolution of the Claim by the Architect, by mediation or by arbitration.
- 4.5 MEDIATION
- 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be



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subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

- 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.
- 4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.6 ARBITRATION

- 4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.
- 4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.
- 4.6.3 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.
- 4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. 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.



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4.6.6 Judgment on Final Award. 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.

ARTICLE 5 SUBCONTRACTORS

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

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly 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 change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the



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Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner, Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which 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 Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
- **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.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
- 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.
- 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised,
- 6:1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the



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6.2 MUTUAL RESPONSIBILITY

- 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.
- 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 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 Subparagraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 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.
- 7.12 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.
- 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.



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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:
 - a change in the Work;
 - 12 the amount of the adjustment, if any, in the Contract Sum; and
 - 3 the extent of the adjustment, if any, in the Contract Time.
- 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

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:
 - inutual 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 Subparagraph 7.3.6.
- 7.3.4 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.
- 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.
- 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect 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, a reasonable allowance for overhead and profit. In such case, and also under Clause 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 Subparagraph 7.3.6 shall be limited to the following:
 - 1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - 3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;



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.5 additional costs of supervision and field office personnel directly attributable to the change.

7.3.7. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which 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.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

7.3.9 When the Owner and Contractor agree with the 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 shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

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

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 Paragraph 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.
- 18,2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given



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by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of morgages, mechanic's liens and other security interests.

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

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.
- 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.
- 8.3.3 This Paragraph 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.

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents:
- 9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which 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 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay,



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- 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 CERTIFICATES FOR PAYMENT

- 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.
- 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.



9.5.1 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 Subparagraph 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 Subparagraph 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



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opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:

a defective Work not remedied;

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

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

- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 5 damage to the Owner or another 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 persistent failure to carry out the Work in accordance with the Contract Documents.
- 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 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 promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.
- 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.
- 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.



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9.7 FAILURE OF PAYMENT

9.7.1 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 arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9:9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. 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



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

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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



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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:

a liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

2 failure of the Work to comply with the requirements of the Contract Documents; or

3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

.1 employees on the Work and other persons who may be affected thereby;

2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care 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 Clauses 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 Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.



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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 load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 HAZARDOUS MATERIALS

10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

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 Subparagraph 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) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

10:4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

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

10.6 EMERGENCIES

10.6.1 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



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ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 claims for damages insured by usual personal injury liability coverage;

5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

is claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

7 claims for bodily injury or property damage arising out of completed operations; and

claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract, Unless otherwise required by the Contract Documents, the Owner



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shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Clauses 11.1.1.2 through 11.11.5.

11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Paragraph 11.1.

11.4 PROPERTY INSURANCE

11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property-insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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

11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

11.4.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

11.4.1.5 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial



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occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

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

11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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

11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (i) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Paragraph 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.



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11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraphs 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.5 PERFORMANCE BOND AND PAYMENT BOND

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

11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.11 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 required 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 which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.



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12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections 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 Paragraph 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 Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4.

12.2.2. 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 performance 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 Paragraph 12.2.

12:2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 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

12.3.1 If the Owner prefers to accept Work which 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.



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ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

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

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

13.3 WRITTEN NOTICE

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

13.4 RIGHTS AND REMEDIES

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

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

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 which do not become requirements until after bids are received or negotiations concluded.

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



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

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

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

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

13.6 INTEREST

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

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

Before Substantial Completion, As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.



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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

.2 an act of government, such as a declaration of national emergency which 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 Subparagraph 9.43, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.
- 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 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 Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.
- 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.3.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- 1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- 4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - 1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
 - .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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 Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.



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

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

termination of the Contract.

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

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

1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

i cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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



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CONSTRUCTION

SECTION 00300 SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions add to or revise AIA Document No. A201-97, "General Conditions of the Contract for Construction" (General Conditions). These Supplementary General Conditions are a part of the General Conditions. Revised Paragraphs, Sub-Paragraphs, and Clauses have the same numerical designations occurring in the General Conditions. Revised paragraphs are included in their entirety herein. Deletions to the revised paragraphs are represented as STRICKEN from the text and additions or modifications are represented as BOLD ITALICIZED INSERTIONS into the text. Additional paragraphs, sub-paragraphs and clauses are marked as such and are numbered sequentially into coordination with the General Conditions. Unaltered provisions of any Articles, paragraphs, sub-paragraphs or clauses of the General Conditions are not included herein shall remain in effect as written.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Revise 1.1.1 as follows:

1.1.1 (Revised) – THE CONTRACT DOCUMENTS

"The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 other documents such as bidding requirements. (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements). The Contract Documents also include all documents submitted as part of a complete bid submission or required to be submitted as a prerequisite for commencement of the work."

1.1.3 THE WORK

Add the following Clause:

1.1.3.1 (Added) - Temporary facilities, tools, and other portions of the work which are not to be delivered to the Owner at, or prior to, final completion shall not be subject to the General Conditions except to the extent that they may interfere with or otherwise adversely affect the Owner's use of or interest in the site.

1.1.8 THE OWNER

Add the following Sub-Paragraphs:

1.1.8 (Added) - *The term "Owner" shall be a reference to the Board of County Comissioners* Burlington County, New Jersey, 08060-6000

1.1.9 THE OWNER'S REPRESENTATIVE

1.1.9 (Added) - For the purposes of this specification, the Owner's representative shall also be referred to as "Architect". The name of the Owner's representative is listed in Division 0, Section 00050.

1.1.10 CONTRACTOR

Add the following Sub-paragraph:

1.1.10 (Added) - The word 'Contractor' shall mean the Contractor with whom the overall single lump-sum contract has been executed.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Sub-paragraph:

1.2.1.1 (Added) - The term "reasonably inferable" includes work necessary to "provide" work indicated or specified, as defined in the Contract Documents

Add the following Sub-paragraphs:

- 1.2.4 (Added) Details referenced to portions of the work shall apply to other like portions of the work not otherwise detailed.
- 1.2.5 (Added) The Contractor shall request, from the Architect/Engineers, interpretation of apparent discrepancies, conflicts, or omissions in the Specifications and Drawings. Subcontractors shall forward such requests through the Contractor. Such requests, and the Architect/Engineers interpretation, shall be in written form. Other forms of communications shall be used to expedite resolution of concerns, but will not be binding.
- 1.2.6 (Added) During the course of the work, should any ambiguities or discrepancies be found in the Specifications or on the Drawings; or should there be found any discrepancies between the Drawings and Specifications to which the Contractor has failed to call attention before submitting his bid, then the Architect will interpret the intent of the Drawings and Specifications; and the Contractor hereby agrees to abide by the Architect's interpretation and to carry out the work in accordance with the decision of the Architect. It is expressly stipulated that neither the Drawings nor the Specifications shall take precedence over the other, and it is further stipulated that the Architect may interpret or construe the Drawings and Specifications so as to secure in all cases the result most consistent with the needs and requirements of the work.
- 1.2.7 (Added) In all cases, the details, drawings, and specifications shall be checked with existing conditions and with work in place, and variations, if any, shall be referred by the

Contractor to the Architect for adjustment, as the Contractor will be responsible for the fit or work in place.

- 1.2.8 (Added) When a profile, section or other finished condition is shown, furring or other method of obtaining such finished conditions shall be provided. The drawings may show work fully drawn out or only a portion thereof, the remainder being in outline. The drawn out portions apply to other like or similar places.
- 1.2.9 (Added) Where it is required in the specifications that materials, products, processes, equipment, or the like be installed or applied in accordance with manufacturer's instructions, directions, or specifications, or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with printed material concerned for use under conditions similar to those at the job site. Provide copies of such instructions to the Architect and obtain his written approval before beginning work.
- 1.2.10 (Added) Any material specified by reference to the number, symbol, or title of a Commercial Standard, Federal Specification, ASTM Specification, trade association standard, or other similar standards, shall comply with the requirements in the latest adopted revision thereof and any amendments or supplements thereto in effect at the time the Contract Documents are issued for bid. The standards referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. The architect will furnish upon request information as to how copies of the standards referred to may be obtained.

1.5 **EXECUTION OF CONTRACT DOCUMENTS**

Delete 1.5.1 in its entirety and replace with revised 1.5.1

1.5.1 (Revised) -- The Owner and the Contractor shall sign five (5) copies of the Contract Documents, One (1) complete set will be returned to the Contractor and shall serve as his copy of the executed Contract for Construction.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete 1.6.1 in its entirety and replace with revised 1.6.1

1.6.1 (Revised) - The Drawings and Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. Other documents, including those in electronic format are not included in the Instruments of service. The Contractor will be issued free of charge one paper copy of the plans and one copy of the specifications for his use during the project. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractors or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set shall be returned or suitably accounted for to the Architect, at the Owner's and or the Architect's request, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's

consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project, the are not to be used by the Contractor or ant Subcontractor, Subsubcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Subsubcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorizations shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 - OWNER

- 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
- 2.2.1 Delete in its entirety
- 2.2.2 Delete 2.2.2 in its entirety and replace with revised 2.2.2
- 2.2.2. (Revised) -- The Contractor shall secure and pay for all necessary municipal and state approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Owner shall reimburse the Contractor for the direct cost of such expenses, without mark-up for overhead and profit pursuant to Subparagraph 7.2.1.
- 2.2.5 Delete 2.2.5 in its entirety and replace with revised 2.2.5
- 2.2.5 (Revised) -- The Contractor will be furnished free of charge: One (1) set of contract documents fully executed by contractor and Owner, and sealed drawings and specifications as required for submission to necessary code officials, one (1) set of reproducible drawings and one (1) additional Project Manual for use by the Contractor and the subcontractors to make record documents. If additional documents are required by the Contractor, the additional documents may be obtained at the cost of reproduction. One (1) copy of any subsequent drawing issued after the release of the bid documents will be provided free of charge.
- 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK
- 2.4.1 Revise 2.4.1 as follows:

2.4.1 (Revised) "If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period, give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct and deficiencies, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change order shall be issued deducting from payments then or thereafter due the Contractor 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and/or his Surety shall pay the difference to the Owner."

ARTICLE 3 - CONTRACTOR

3.2.1 Revise 3.2.1 as follows:

3.2.1 (Revised) "Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require. "The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

The Contractor agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the Contract Documents on his part, or of any failure to fully familiarize himself with any conditions related to the contract.

If the Contractor performs any construction activity knowing or having a reasonable opportunity to know that it involves a recognized or apparent error, inconsistency or omission in the Contract Documents without such written notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction."

3.2.2 Revise 3.2.2 as follows:

3.2.2 (Revised) -- "Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but 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. The Contractor is not required to

ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building costs, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect."

3.2.3 Revise 3.2.3 as follows:

3.2.3 (Revised) "If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architects in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraph 3.2.1. and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect."

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 <u>Revise 3.2.2 as follows:</u>

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

3.3 Add the following Sub-paragraphs:

- 3.3.4 (Added) -- The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 3.3.4.1 (Added) -- Contractor shall lay out work and be responsible for all lines, elevations and measurements of the building, and other work executed by him under the Contract. He must exercise proper precaution to verify the figures shown on the drawings before laying out the work and will be held responsible for any errors resulting from his failure to exercise such precaution.
- 3.3.5 (Added) -- The Contractor, when requested by the Architect, shall meet with representative of the Architect at all times and furnish all information requested. He shall

allow the Architect to inspect the work at all times. Neither the Owner nor the Architect shall be liable to the Contractor for extra compensation or damages for interference or delays on account of any such meetings, information, or inspections so requested or other acts of the Architect done in good faith and within the scope of their employment by the Owner. In addition, the Contractor is entrusted with the oversight, management control and general direction of this project to insure that all contract completion dates are met. In the event that there are any delays caused to any subcontractor on this project, liability shall lie with the Contractor and not with the Owner.

3.4 LABOR AND MATERIALS

3.4.1 Add the following Clauses:

- 3.4.1.1 (Added) The Contractor must provide, at his own expense, suitable storage facilities at the site for the proper protection and safe storage of his materials. Such storage facilities and placement thereof must be approved in advance in writing by the Architect.
- 3.4.1.2 (Added) All materials delivered to the premises which are to form a part of the work are to be considered the property of the owner and must not be removed without the Architect's consent, but the Contractor shall remove all surplus materials upon completion of each phase of the work and as directed by the Architect.
- 3.4.1.3 (Added) When any room is used as a shop, storeroom, etc., during the progress of the work, the Contractor making use of the space will be held responsible for any repairs, patching or cleaning arising from such use. Prior approval of Architect and Owner for use of such areas is mandatory.

Add the following Clauses:

- 3.4.2.1 (Added) Not later than twenty (20) days from the Notice to Proceed, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the Specifications Div. 1-26, and if applicable, the installing Subcontractor's name. If a proposed product is being submitted as a proposed "equal" and not listed in the Specifications, comply with requirements listed elsewhere in the Specifications.
- 3.4.2.2 (Added) The Architect will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may State that action will be deferred until the Contractor provides further data. Failure of the Owner or the Architect to reply promptly shall not constitute a waiver of any of the requirement of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements. Any changes to such an approved list will be deemed a substitution.
- 3.4.2.3 (Added) After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth elsewhere in the Specifications. By making requests for substitutions the Contractor:
 - (A) Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

- (B) Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.
- (C) Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- (D) Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- 3.4 Add the following Sub-paragraph:
- 3.4.4 (Added) The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the locale of the Project, including, but not limited to, trade jurisdictions and agreements, incentive and premium time, pay, procurement, living and commuting conditions. Contractor shall assume responsibility for costs resulting from his failure to verify conditions affecting his labor.

3.5 WARRANTY

- 3.5 Add the following Sub-paragraphs:
- 3.5.2 (Added) The warranty period for the Work shall be two (2) years from the date of Final Acceptance or the Certificate of Occupancy, whichever occurs later. The Contractor shall be responsible for work or materials provided by the Suppliers, Subcontractors or others during this warranty period.
- 3.5.3 (Added) The Contractor shall maintain insurance coverage and provide a maintenance bond during the warranty period in accordance with the requirements outlined in Article 11 of the Supplementary General Conditions.
- 3.5.3 (Added) The Contractor shall maintain insurance coverage in accordance with the requirements for Liability Insurance/Maintenance Guarantee Period in Article 11 of the Supplementary General Conditions

3.6 TAXES

- 3.6.1 Delete 3.6.1 and replace with revised 3.6.1:
- 3.6.1 (Revised) -- The County of Burlington is exempt from all taxes including Federal Excise Tax, Fuel Tax, Transportation Taxes, and State Sales or Use Tax. Contractor's Exemption Purchase Certificate Form ST-13, issued by the State of New Jersey, Division of Taxation, Sales Tax Bureau, shall be completed and submitted to his suppliers for materials used on this project only.

3.7 PERMITS, FEES AND NOTICES

- 3.7.1 <u>Delete 3.7.1 in its entirety and replaced with revised 3.7.1:</u>
- 3.7.1 (Revised) -- The Contractor shall secure and pay for all fees for municipal and state permits, certificates and inspections in connection with the project and shall be responsible for the associated coordination with appropriate trades and officials. The Owner shall reimburse the Contractor for direct fees associated with municipal and state fees without markup for overhead and profit pursuant to subparagraph 7.2.1.
- 3.7.2 Add the following Clause:
- 3.7.2.1 (Added) The Contractor shall be responsible to obtain and maintain business licenses required by the State, county and / or city and shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work.
- 3.7.3 Revise 3.7.3 as follows:
- 3.7.3 (Revised) -- The Contractor is responsible to insure that his Work as described by the Contract Documents is "It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statues ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification."

3.8 ALLOWANCES

- 3.8.1 Revise 3.8.1 as follows:
- 3.8.1 (Revised) -- "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. The Architect shall review for approval all allowance items and the costs of such items as submitted by the contractor.

3.9 SUPERINTENDENT

Add the following Sub-paragraph:

3.9.2 (Added) – At least one Superintendent shall be required at each project site and shall be present at the jobsite from the start of construction and shall remain on the site until the completion of all corrective and punch list items. The number of necessary assistants to the superintendent shall be such that areas where work is in progress shall be adequately supervised by the Contractors superintendent or one of his assistants. If, in the Architect/Engineers' opinion, the quality or progress of the work is adversely affected by lack of adequate supervision, the Contractor shall increase the number of supervisory personnel at no increase in the Contract Sum.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Add the following Clause:

- 3.10.1.1 (Added) less specified elsewhere the Contractor shall comply with these requirements: Within fifteen (15) days after the date of the "Notice to Proceed " the General Contractor shall submit to the Architect, on forms supplied by the Architect, or on the Contractor's own forms if acceptable to the Architect, a bar-graph Progress Schedule upon which shall be indicated the dates for starting and the dates for completion of all contracts and all divisions of the work in a manner which will coincide with Time for Completion. Progress Schedules should be updated and presented at each construction meeting unless otherwise noted.
- 3.10.2 Revise 3.10.2 as follows:
- 3.10.2 (Revised) "The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals."
- 3.10.3 Revise 3.10.3 as follows:
- 3.10.3 (Revised) -- "The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.
- 3.10 Add the following Sub-paragraph:
- 3.10.4 (Added) Schedules shall comply with the requirements of Division 1 relating to "Construction Schedules".

3.12 SHOP DRAWINGS PRODUCT DATA AND SAMPLES

- 3.12.3 Revise 3.12.3 as follows:
- 3.12.3 (Revised) -- "Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged" except for samples authorized to be used in the work, samples shall be delivered to the Architect/Engineer upon completion of the work if requested, and otherwise shall become the property of the Contractor and shall be removed from the site.
- 3.12.7 <u>Revise 3.12.7 as follows:</u>
- 3.12.7 (Revised) -- "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 reviewed by the Architect.
- 3.12.8 Revise 3.12.8 as follows:
- 3.12.8 (Revised) -- "The work shall be in accordance with approved reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such

deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval review thereof."

- 3.12 Add the following Sub-paragraph:
- 3.12.11 (Added) Detailed requirements for Shop Drawings, Product Data and Samples are specified in Division 1.
- 3.13 USE OF SITE
- 3.13.1 Revise 3.13.1 as follows:
- 3.13.1 (Revised) "The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site."
- 3.13 Add the following Sub-paragraphs:
- 3.13.2 (Added) The Contractor is responsible for insuring the safety of the Work and all persons associated with the work either directly or indirectly through the location and weights of all equipment and materials he intends to place on the slab.
- 3.13.3 (Added) If not specified in the Contract Documents, the limit of Contractor activities and use of the site shall be determined by the Architect prior to the start of construction.
- 3.18 INDEMNIFICATION
- 3.18.1 Delete 3.18.1 in its entirety and replace with revised 3.18.1
- 3.18.1 (Revised) "To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, Article 11 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, 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 which would otherwise exist as to a party or person described in this Paragraph 3.18."
- 3.18 Add the following Sub-paragraph:
- 3.18.3 (Added) The Contractor's indemnification as described in Section 3.18 shall continue after the completion of the performance of the Work for any claim, damage, loss or expense caused by negligent acts or omissions of the Contractor, a Subcontractor or anyone for whose acts they may be responsible which negligent acts or omissions occur prior to the completion of the Work or the Maintenance Guarantee Period.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 Revise 4.1.1 as follows:

4.1.1.1 (Revised) "the Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative." The term Architect includes the Architect or other professional listed elsewhere in the Contract Documents as the Owner's Representative.

4.1.3 <u>Revise 4.1.3 as follows:</u>

4.1.3 (Revised) – "If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect."

4.2 ARCHITECTS ADMINISTRATION OF THE CONTRACT

4.2.1 Revise 4.2.1 as follows:

4.2.1 (Revised) – "The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year two-year maintenance period for correction of Work described in Paragraph 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract."

4.2.2 Revise 4.2.2 as follows:

4.2.2 (Revised) – "The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work 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 neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1."

4.2.4 Revise 4.2.4 as follows:

- 4.2.4 (Revised) "Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with Subcontractors and material suppliers shall be through the Contractor." Communications by and with separate contractors shall be through the Owner Architect"
- 4.2.5 <u>Is deleted in its entirety and replaced with the following Revised 4.2.5:</u>
- 4.2.5 (Revised) Based on the Architect's evaluation of the Contractor's Applications for Payment, the Architect will review and certify the amount due and issue Certificates for Payment in accordance with Article 9 as revised in this Addendum 1.
- 4.2.7 Revise 4.2.7 as follows:
- 4.2.7 (Revised) "The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawing, 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 with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or a separate contractor, while allowing sufficient time in the Architect's professional judgment to permit adequate review." The Architect's actions will be taken in accordance with the accepted Submittals Schedule, 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 Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated b the Architect, of any construction means, methods, techniques, sequences ore procedures. The Architect's approval review of a specific item shall not indicate approval of an assembly of which the item is a component."

4.2.11 Revise 4.2.11 as follows:

4.2.11 (Revised) – "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 request will be made in writing. within any time linits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

4.3 CLAIMS AND DISPUTES

- 4.3.2 Revise 4.3.2 as follows:
- 4.3.2 (Revised) "Time Limits on Claims. Claims by either party the Contractor must be initiated within 24 five (5) days after occurrence of the event giving rise to such Claim or within 24 five (5) days after the claimant Contractor first recognizes the condition giving rise to the Claim,

whichever is later. Claims must be initiated by written notice to the Architect and the other party."

4.3.5 Revise 4.3.5 as follows:

4.3.5 (Revised) – "If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6." All required notices for additional costs shall be made by certified mail.

4.3.6 Revise 4.3.6 as follows:

4.3.6 (Revised) – "If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3."

4.3.7 Claim for Additional Time

4.3.7.1 Revise 4.3.7.1 as follows:

4.3.7.1 (Revised) – "If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary." Claims for additional time shall not include reimbursement to the Contractor for any additional money. All required notices for additional time shall be made by certified mail.

4.3.7.3 Add the following Subparagraph:

4.3.7.3 (Added) - Any claim for extension of time should be made in writing to the Architect not more than five (5) days after the commencement of any delay, otherwise, it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. No claim made beyond the five (5) days shall be considered valid.

4.3.9 Revise 4.3.9 as follows:

4.3.9 (Revised) – "If unit prices are stated in the Contract Documents and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive or if stated prices cannot be justified by the Architect so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.10 Delete in its entirety

4.3 Add the following Sub-paragraph:

4.3.11 (Added) - The Contractor agrees that if any delay in the Contractor's works unnecessarily delays the work of any Contractor or Contractors; or causes the Owner or the Owner's vendors damages for expenses that the Owner or his vendors would not have needed to incur; the Contractor shall in that case pay all costs and expenses incurred by such parties due to such delays and hereby authorizes the Owner to deduct the amount of such costs and expenses from any monies due or to become due the Contractor under this Contract. The Architect shall be responsible for ascertaining whether the Contractor is responsible for delaying any of the work of any other Contractor or for causing such damages to be incurred. His decision shall be final.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Revise 4.4.1 as follows:

4.4.1 (Revised) – "Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and the Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner."

4.4.5 Revise 4.4.5 as follows:

4.4.5 (Revised) – "The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration."

4.4.6 Revise 4.4.6 as follows:

4.4.6 (Revised) – "When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration mediation of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand received the final written decision, then failure to demand arbitration mediation within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration mediation proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration mediation proceedings unless the decision is acceptable to all parties

4.4.8 Revise 4.4.8 as follows:

4.4.8 (Revised) – "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 prior to resolution of the Claim by the Architect, by mediation or by arbitration."

4.5 MEDIATION

4.5.1 Revise 4.5.1 as follows:

- 4.5.1 (Revised) "Any Claim arising out of or related to the Contract, except Claims relating to the aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to **alternative dispute resolution through** mediation as a condition precedent to **arbitration or** the institution of legal or equitable proceedings by either party."
- 4.5.2 Delete in its entirety
- 4.5.3 Revise 4.5.3 as follows:
- 4.5.3 (Revised) The parties shall share the mediator's fee and any filing fees equally. The party seeking mediation shall pay the entire case filing or set-up fee to the American Arbitration Association. All other expenses shall be paid in accordance with M-17 of the AAA Construction Industry Mediation Rules. "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.
- 4.5 Add the following Sub-paragraphs:
- 4.5.4 (Added) The Contractor must proceed with all work required under this Contract during the mediation process described below if so required by the Board in its sole discretion.
- 4.5.5 (Added) A dispute arising under this Contract shall be submitted in writing to the County's representative with all facts and supporting data. The County's representative will submit the written description of the dispute to the County, who will review the dispute and issue its decision or request additional facts or documentation after which it will render a decision.
- 4.5.6 (Added) After receipt of the decision from the County, disputes shall be submitted for mediation to the American Arbitration Association (AAA) under the American Arbitration Association Construction Industry Mediation Rules prior to being submitted to a court for adjudication with the exception of disputes concerning the bid solicitation for award process or the formation of contracts or subcontracts entered into pursuant to the Local Public Contracts Law. The Board may seek injunctive or declaratory relief in a court at any time without proceeding to mediation.
- 4.5.7 (Added) Whenever more than one dispute of a similar nature arises under a construction contract or under related construction contracts, a contracting party may demand that the disputes be joined unless the mediator appointed to resolve the dispute determines that the disputes are inappropriate for joinder.
- 4.5.8 Whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, the disputes shall be joined unless the mediator determines that the disputes are inappropriate for joinder.

4.6 ARBITRATION

4.6 Delete paragraph 4.6 in its entirety and all references to arbitration in this or other sections.

ARTICLE 5 SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACT

- 5.2.1 Delete 5.2.1 in its entirety and substitute with revised 5.2.1:
- 5.2.1 (Revised) The names of all subcontracts not required to be supplied in the Bid Form and material suppliers shall be submitted to the Architect for approval not later than twenty (20) days after the date of the notice to proceed. The list of proposed subcontractors shall include a description of the materials and equipment each proposes to furnish and install in the work. The description shall be in sufficient detail to allow the Architect to determine general conformance to Contract requirements. Approval of the submittals required under this Article shall not relieve the Contractor from conformance to Contract requirements.
- 5.2.2 Delete 5.2.2 in its entirety and substitute with revised 5.2.2:
- 5.2.2 (Revised) The Architect will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposed subcontractor, manufacturer, installer or material supplier. If adequate data on any such proposed entity is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Architect to reply promptly shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

Add the following Sub-paragraph:

5.2.5 (Added) – If a Subcontractor is a manufacturer or supplier of products, or is otherwise limited as to the products he can supply, and if products to be installed by that Subcontractor require any specified procedures to determine compliance with requirements of the contract, then identification of such Subcontractor shall be considered tentative subject to determination of product compliance, and no Change Order shall be issued to the Contractor to replace such Subcontractor with a Subcontractor capable of complying with the requirements of the contract.

5.3 SUBCONTRACTUAL RELATIONS

Add the following Sub-paragraphs:

5.3.2 (Added) – The Contractor shall obligate each subcontractor specifically to comply with the New Jersey Plan of Affirmative Action to avoid discriminatory practice in employment.

- 5.3.3 (Added) The Contractor shall obligate each subcontractor to comply with the applicable prevailing wage schedule of the Department of Labor of the State of New Jersey.
- 5.3.4 (Added) Written confirmation of award of each major subcontract, other than those required to be submitted with the Bid Submission shall be submitted to the Architect, in form subject to his approval, within seven (7) days after receipt of Architect's request.
- 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTORS
- 5.4 Delete section 5.4 in its entirety.

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 Delete 6.1.1 Lits entirety and substitute with revised 6.1.1
- 6.1.1 (Revised) The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provide in Paragraph 4.3 The Contractor shall coordinate and supervise such efforts the Owner's own forces in order to eliminate claims & damages.
- 6.1.3 Delete 6.1.3 in its entirety and replace with revised 6.1.3:
- 6.1.3 (Revised) The Contractor shall provide for the coordination of the work of his own forces and of each of the separate contractors. In addition, the Contractor shall insure the cooperation of his forces and those of his subcontractors as provided in Paragraph 6.2 with the forces of the Owner's staff, Contractors and/or Subcontractors.

6.2 MUTUAL RESPONSIBILITY

- 6.2.4 Add the following Clause:
- 6.2.4.1 (Added) Should the Contractor cause damage to the work or property of any separate contractor or subcontractor on the project, the Contractor shall, upon due notice, promptly settle with such other contractor by agreement or otherwise resolve the dispute. If such separate contractor sues or institutes an arbitration proceeding against the Owner on account of any damage alleged to have been so sustained, the Contractor shall defend such proceeding at his own expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and shall reimburse the Owner for any attorney's fees and court costs which the Owner has incurred.

- 6.2.5 Delete 6.2.5 in its entirety and replace with revised 6.2.5:
- 6.2.5 (Revised) Should the Contractor cause damage to the work or property of any separate Contractor on the project, the contractor shall, upon due notice, settle with such other Contractor by agreement or Court of Law if he will so settle. If such separate Contractor sues the Owner or the Architect or initiates a Court of Law proceeding on account of any damage alleged to have been so sustained, the Contractor agrees that he will hold the Owner or Architects harmless against any such claim or suite and that he will reimburse to the Owner or Architect as the case may be, the cost of defending such suit, including a reasonable attorney" fee and if any judgment against the Owner or Architect arises there from, the Contractor shall pay all cost incurred by the Owner or Architect.

Add the following Sub-paragraphs:

- 6.2.7 Should the Contractor be caused damage by any other separate Contractor on the Work by reason of such other Contractor's failure to perform properly his contract with the Owner, no action will lie against the Owner and the Owner shall have no liability therefore, but the Contractor may assert his claim for damages against such separate contractor as a third party beneficiary under the Contract between such other Contractor and the Owner.
- 6.2.8 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3

ARTICLE 7 CHANGES IN WORK

- 7.2 CHANGE ORDERS
- 7.2.2 <u>Delete 7.2.2 in its entirety and replace with revised 7.2.2</u>
- 7.2.2 (Revised) Methods used for determining the change to the Contract Sum for Change Orders shall be the same as stated in Subparagraph 7.3 CONSTRUCTION CHANGE DIRECTIVES.

Add the following Sub-paragraphs:

- 7.2.3 (Added) -- Any change in work authorized in writing by the Owner or Architect that will require a change in the cost of the work, whether an additive or deductive change in cost, shall show a complete cost breakdown of labor, material, equipment, and overhead and profit in accordance with Subparagraph 7.3.6 and 7.3.10.
- 7.2.4 (Added) -- When a Change Order involves both additions and deletions in material, the net quantity are to be determined and the allowable overhead and profit as defined in 7.3.10 is to be applied to the net quantity.
- 7.2.5 (Added) -- When a Change Order involves deletions in material and labor, the amount of the credit will be equal to the line item on the Schedule of Values or a unit of the value if only a portion of the value is being deleted.
- 7.2.6 (Added) -- EXTRA WORK: Any work which may be required of the Contractor and is not, in the opinion of the Architect, properly a part of the work of the Contractor, or

understood to be done as part of the work of the contractor, or understood to be done as part of any item or work listed in these specifications shall be classed as extra work. The contractor shall not in any case perform any extra work without receiving a signed Change Order or Construction Change Directive from the Architect. All Change Orders must be preapproved by the Board of Freeholders. No contract may be increased by Change Orders by more than 20% of the original Contract sum.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.3 Delete 7.3.3 in its entirety and replace with revised 7.3.3

7.3.3 (Revised) – If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on Subparagraph 7.3.6 and 7.3.10

7.3.6 Revise 7.3.6 as follows:

If the Contractor does not respond promptly or disagrees with the method for adjustment in the contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of a increase in the Contract Sum, a reasonable an allowance for overhead and profit *in accordance with the schedule set forth in Subparagraph 7.3.10.* In such case, and also under Clause 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 Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker' compensation insurance;
- .2 costs of materials, supplies and equipment including cost of transportation whether incorporated or consumed;
- .3 rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others:
- .4 costs of premiums for all bonds and insurance, permit fees and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the chante.

Determination of the net cost for the purposes of this Subparagraph 7.3 CONSTRUCTION CHANGE DIRECTIVES and Subparagraphs. 7.2 CHANGE ORDERS shall be limited to the following:

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

Costs that are specifically excluded for the purposes of this Subparagraph 7.3 CONSTRUCTION CHANGE DIRECTIVES and Subparagraphs 7.2 CHANGE ORDERS are as follows:

- .1 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work, and;
- .2 additional costs of supervision, field office rental, or field office personnel or other field office or main office overhead;

The Total Cost calculated by the methods in this Subparagraph, 7.3.6, shall constitute the "Net Cost" attributable to the Change in the Contract Sum and shall be the basis to which the allowable overhead and profit, as defined in 7.3.10, applies.

- 7.3.10 (Added) Subparagraphs 7.2 CHANGE ORDERS and 7.3 CONSTRUCTION CHANGE DIRECTIVES, the allowable overhead and profit to be applied to the net cost of the change in the Contract Sum shall be based on the following schedule:
- 1. For all extra work or portion thereof performed by the Contractor's own forces, the total change in the Contract Sum shall be limited to the net cost of the extra work plus a maximum allowance of fifteen percent (15%) of the net cost for all of the General Contractor's overhead costs and profit.
- 2. For all extra work or portion thereof performed by a Subcontractor(s), the total change in the Contract Sum shall be limited to the net cost of the extra work performed by the Subcontractor plus a maximum allowance of 15% of that net cost for the Subcontractor's overhead and profit plus a maximum allowance of 5% of the combination of Subcontractor's net cost plus any net costs that may be accrued by the Contractor for the Contractor's overhead and profit. In no case shall the total allowance for overhead and profit on a Subcontractor(s) work exceed 20% of the total net cost of the Work.
- 3. Costs for Insurance and Bonds shall be included in the percentages listed above as allowable overhead and profit and shall not be listed as separate or additional line items when calculating the total change to the Contract Sum for Change Orders or Construction Change Directives.

ARTICLE 8 TIME

8.1 **DEFINITIONS**

- 8.1.2 <u>Delete 8.1.2</u>, in its entirety and replace with revised 8.1.2:
- 8.1.2 (Revised) The work to be performed under this contract shall commence after the required insurance has been obtained and approved and within seven days after issuance of the Notice To Proceed by the Architect. The contract time shall commence as of the date of the Notice To Proceed unless otherwise specified in the agreement.

Add the following Clause:

8.1.3.1 (Added) – Pursuant to Subparagraph 8.1.3 as supplemented hereinafter as between the Owner and Contractor as to all acts or failures to act occurring prior to the relevant Date of Substantial Completion, any applicable statue of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such Date of Substantial Completion; as to all acts or failures to act occurring subsequent to the relevant Date of Substantial Completion, any applicable status of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate of Payment.

8.2 PROGRESS AND COMPLETION

8.2.2 Revise 8.2.2 as follows:

8.2.2 (Revised) – The Contractor shall not knowingly, except by agreement or instruction of the Owner Architect in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is shall be established by the Contract Documents or a notice to proceed given by the Owner Architect the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filibng of mortgages, mechanic's liens and other security interests.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Revise 8.3.1 as follows:

8.3.1 (Revised) – If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner and believes that the Contract Time should be extended due to or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, such extension then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

8.3.3 Revise 8.3.3 as follows:

- 8.3.3 (Revised) This paragraph 8.3 does not preclude recovery of damages for delay either party under other provisions of the Contract Documents. by the Owner as follows:
- .1 The Contractor understands and agrees that all work must be performed in an orderly and closely coordinated sequence so that the date for substantial completion may be met.
- .2 If the Contractor fails to complete his work or fails to complete a portion of his work necessary to allow another Contractor to commence his work, he shall pay the Owner as liquidated damages, and not as a penalty, the sum stated in the Contract Documents Form of Agreement for each day of delay. Such amount is agreed upon as a reasonable and proper measure of damages which the Owner will sustain each calendar day by failure of the Contractor to complete work within the stipulated time.
- .3 Substantial Completion will be determined by the Architect, and shall be deemed, to be completion of the whole work for purposes of tolling the Municipal Mechanics Lien Law.
- .4 For damages occurring at the time of delay, the Owner may retain the amount due to him under this clause from any payments due to the Contractor in accordance with the provisions of Paragraph 9.5
- .5 If the Owner shall suffer financial loss if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor (and the Contractor's Surety) shall be liable for and pay to the Owner the sums hereinafter stipulated and fixed, agreed as liquidated damages for each calendar day of delay until the work is substantially complete or the actual costs of financial loss suffered on account of the project not being

substantially complete on the date set forth in the Contract Documents, whichever is greater.

Add the following Sub-paragraphs:

- 8.3.4 (Added) Apart from an extension of time, no payment or allowance of any kind shall be made to the Contractor as compensation for damages on account of hindrance or delay from any cause in the progress of the work whether such delay be avoidable or unavoidable. The Contractor agrees that he will make no claim for compensation, damages, or litigation of damages for any such delays, and will accept in full satisfaction for such delays said extension of time.
- 8.3.5 (Added) The Contractor agrees that the Owner can deduct from the Contract Sum, any wages paid by the Owner to any Inspector or Architect or other professional necessarily employed by the Owner for any number of days in excess of the number of days allowed in the Contract Documents for completion of Work.
- 8.3.6 (Added) Precedent to claims for delay where the cause of delay is due to weather conditions, extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term "historical data" as used in the preceding sentence shall be construed according to this formula; Average rainfall (or snow or low temperature) for the past five years.
- 8.3.7 (Added) The Contractor agrees that if any delay in the Contractor's work unnecessarily delay the work of any Contractor or Contractors, the contractor shall in that case pay all costs and expenses incurred by such parties due to such delays and hereby authorizes the Owner to deduct the amount of such costs and expenses from any moneys due or to become due to Contractor under this Contract. The Architect shall be responsible for ascertaining whether the Contractor is responsible for delaying any of the work of any other Contractor. The Architect's decision shall be considered valid.

ARTICLE 9. PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 Delete 9.3.1 in its entirety and replace with revised 9.3.1:
- 9.3.1 (Revised) Payment Applications shall not be submitted more frequently than once each calendar month. The billing date shall be the date upon which the Architect receives a notarized Application for Payment from the Contractor for his own company as General Contractor and each of the Sub-Contractors listed on the bid form. ("Listed" subcontractors are those providing Plumbing and Gas Fitting, HVAC, Electrical, Structural Steel and Ornamental Iron Work.) The Contractor shall be responsible for reviewing, approving and submitting the Application for Payment. The Applications for Payment shall be submitted on AIA Document G702 and G703, and include an Approved and Certified County Voucher form obtainable from the County Purchasing Department, a completed Payroll Affidavit Form WH-347(1/68)obtainable from the US Department of Labor Wage and Hour Division. The Contractor must also submit additional AIA G702 and G703 forms summarizing the particular applications for payment.

9.3.2 Revise 9.3.2 as follows:

9.3.2 (Revised) – Unless otherwise provided in the Contract Documents, At the Owner's option, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with 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.

Add the following Sub-Paragraphs:

- 9.3.4 (Added) The Contractor shall be responsible for obtaining signed AIA 702 and 703 Forms from the Sub-Contractors listed in 9.1.2, and By the Contractor's his signature on the their AIA 702 & 703 Forms and their County Voucher Forms, certifies his agreement that the amounts stated on those forms are the correct amounts being due each of the Sub-Contractors.
- 9.3.5 (Added) Withholding of Partial Payment; the Owner shall withhold 2% of the amount due on each partial payment paid to the Contractor pending completion of the contract or agreement.
- 9.3.6 (Added) Upon acceptance of the work performed, pursuant to this contract for which the contractor has agreed to the withholding of payments pursuant to Article 9 of this contract, all amounts being withheld by the Owner shall be released and paid in full to the contractor within 45 days of the date as established by the Architect and the Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been satisfactorily completed.
- 9.4 **CERTIFICATES FOR PAYMENT**
- 9.4.1 Delete Subparagraph 9.4.1 in its entirety.
- 9.5.1 Is revised as follows:
- 9.5.1 (Revised) The Architect may withhold a Certificate for Payment if in the Architect's opinion the representation to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment as shown on the Payment Application, the Architect will notify the Contractor and the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discover 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 Subparagraph 3.3.2. because of:
 - .1 defective Work not remediated;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contactor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum:
 - .5 damage to the Owner or another 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 persistent failure to carry out the Work in accordance with the Contract Documents.
- 9.5.2 <u>Is deleted in its entirety and not replaced.</u>

9.6 PROGRESS PAYMENTS

- 9.6.1 <u>Is deleted in its entirety and replaced with the following Revised 9.6.1:</u>
- 9.6.1 (Revised) If the General Contractor has performed in accordance with the provisions of the contract and these specifications and the billing for the work has been approved and certified by the Architect, the amount due will be paid not more than 30 days after the billing date. Payment Applications certifying to work that has not been completed or that has not been completed in a satisfactory manner by either the Contractor or a Listed Subcontractor shall be returned to the General Contractor for correction. Payment applications containing incorrect amounts and/or mathematical errors shall also be returned to the General Contractor for correction. Submittal of a Corrected Payment Application shall be considered a new Application for Payment for purposes of P.L. 2006, c. 96.

All disputes between owners, prime contractors, subcontractors or subsubcontractors shall provide that disputes regarding whether a party has failed to make payments required pursuant to P.L.2006, c. 96, shall be submitted to alternative dispute resolution in accordance with Section 4.6 of these Specifications.

The provisions of this Subparagraph 9.6.1 apply to Progress Payments, Final Payments and Retainage Monies.

- 9.6.2 Is deleted in its entirety and replaced with the following Revised 9.6.2:
- 9.6.2 (Revised) If a subcontractor or subsubcontractor has performed in accordance with the provisions of its contract with the prime contractor or subcontractor and the work has been accepted by the owner, the Architect, or the General Contractor, as applicable, and the parties have not otherwise agreed in writing, the General Contractor shall pay to its subcontractor, excluding the Listed Subcontractors, and the subcontractors shall pay to its subsubcontractor within 10 calendar days of the receipt of a progress payment, final payments or receipt of retainage monies, the full amount received for the work of the subcontractor or subsubcontractor based on the work completed or the services rendered under the Contract.

Add the following Sub-paragraph:

9.6.8 (Added) – As per N.J.A.C. 40A, county entities entering into a lump sum, single overall contract for construction are required to issue direct checks to the listed sub-contractors (Plumbing and Gas Fitting, HVAC, Electrical, Structural Steel and Ornamental Iron Work See

the bid form Section 00410). Monies due the listed subcontractor cannot be paid to the general contractor.

Checks to the listed sub-contractors will be issued only upon written direction from the general contractor verifying the amount to be paid and the quantities of work performed. The Owner is required to issue checks directly to the listed subcontractors.

THIS DOES NOT CONSTITUTE A CONTRACTURAL RELATIONSHIP BETWEEN THE COUNTY AND THE LISTED SUB-CONTRACTORS, NOR DOES IT IMPLY THAT THE COUNTY "PAYS" THE SUB-CONTRACTOR, NOR DOES IT IN ANY WAY RELIEVE THE GENERAL CONTRACTOR FROM HIS MANAGEMENT OF OR FIDUCIARY RESPONSIBILITIES TO THE LISTED SUB-CONTRACTORS.

- 9.7 FAILURE OF PAYMENT
- 9.7.1 Delete 9.7.1 in its entirety.
- 9.8 SUBSTANTIAL COMPLETION
- 9.8.4 <u>Revise 9.8.4 as follows:</u>

9.8.4 (Revised) – "When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion or the date of the Certificate of Occupancy whichever is the latter. of the Work Unless otherwise provided in the Certificate of Substantial Completion." The Contractor shall guarantee that work or materials provided by Suppliers, Subcontractors or others for use in the project are also bound by this timeline.

Add the following Sub-paragraph:

9.8.6 (Added) – The payment at substantial completion shall be sufficient to increase the total payments to 98% of the contract sum, less such amounts as the Architect shall determine for all incomplete work and unsettled claims.

2.0% retainage

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.3 Delete in its entirety

10.2 SAFETY OF PERSONS AND PROPERTY

- 10.2.1 Revise 10.2.1 as follows:
- 10.2.1 (Revised) 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 *or which has been incorporated into the Work,* whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities as well as any other real or personal property not designated for removal, relocation or replacement in the course of construction.
- .4 the Contractor shall replace all such materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have been entirely or partially paid for by the Owner

Add the following Clauses:

- 10.2.2.1 (Added) Contractor shall comply with all regulations required by OSHA and POSHA.
- 10.2.2.2 (Added) The Contractor shall conform to all applicable New Jersey Department of Environmental Protection regulations.
- 10.2.2.3 (Added) Contractors must comply with Construction and Environment Standards contained in Federal and State Regulations and other applicable laws.
- 10.2.2.4 (Added) It is the Contractor's responsibility to determine the existence of potentially hazardous materials, including lead, to notify the Owner of the presence of such hazardous materials and to protect his workmen and the work area.

10.3 HAZARDOUS MATERIALS

- 10.3.1 Delete 10.3.1 in its entirety and replace with revised 10.3.1:
- 10.3.1 (Revised) -The Contractor shall promptly notify the Architect / Engineer and owner of the presence of hazardous conditions at the site, including the start of hazardous operations or the discovery or exposure of hazardous substances.
- 10.3.2 Delete in its entirety.
- 10.3.3 <u>Delete in its entirety</u>.
- 10.4 Revise 10.3.4 as follows:
- 10..4 (Revised) The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.
- 10.5 <u>Delete in its entirety</u>

ARTICLE 11. INSURANCE AND BONDS

11.1 CONTRACTORS LIABILITY

11.1.1 Revise 11.1.1 as follows:

- 11.1.1 (Revised) The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contract **and Owner** from claims set forth below **herein** which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by and of them, or by anyone for whose acts any of them may be liable:
 - .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
 - .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - .4 claims for damages insured by usual personal injury liability coverage:
 - .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - .7 claims for bodily injury or property damage arising out of completed operations; and
 - .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

Add the following Sub-paragraphs and Clauses:

11.1.4 WORKMEN'S COMPENSATION

11.1.1.4 (Added) – The Contractor shall take out and maintain Workmen's Compensation insurance to fully protect the OWNER as required by existing law, or as such may be amended during the life of this contract. In case the Contractor shall subcontract any portion of the work, he shall require that all employees of the subcontractor are properly covered by such Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work under this contract is not protected under Workmen's Compensation statue, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

11.1.5 PUBLIC LIABILITY, PROPERTY, AUTOMOBILE AND ASBESTOS INSURANCE

11.1.5.1 (Added) – ACCIDENTS, INJURIES, DAMAGES: When necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the County in order to construct, erect, repair, inspect, make delivery ore remove property hereunder, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precaution, safeguards and protection against occurrence or happenings or any accidents, injuries, damages or hurt to any person or property during the progress of the Work herein covered, and to be responsible for, and to indemnify and

save harmless the County from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by any reason of the violation of any city borough ordinance regulation, or the laws of the State of New Jersey or of the United States, while the said work is in progress. Contractor shall carry insurance in accordance with provisions in Article of the General Supplementary Conditions of the Contract to indemnify the County against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse, or failure of any equipment used by the Contractor or his employees or agents, and shall provide certificates of such insurance to the County. The aforesaid insurance coverage must remain in effect during the entire contract period and warranty maintenance period.

- (Added) When asbestos work is included in the project, asbestos insurance is required. The Contractor may, at his option, provide on policy in accordance with the limits set forth in these General and Supplementary Conditions for all risk except that related specifically to Asbestos Abatement activities, provided that the Asbestos Contractor supplies liability insurance in the amount specified here under General Liability/Asbestos Abatement Operations. In addition, both the General Contractor and the County of Burlington are to be named as additionally insured on the Asbestos Contractor's policy. If this option is exercised, both policies must be submitted in accordance with the specifications.
- 11.1.5.3 (Added) Without restricting the obligations and liabilities assumed under the Contract Documents, the Contractor shall, at his own cost and expense, purchase and maintain in force until final acceptance of his work or the end of the warranty period, the forms of insurance coverage listed herein:

.A INSURANCE CERTIFICATES: Within ten (10) County business days from the date when the Notice of Award is delivered, the bidder to whom the Contract has been awarded shall submit insurance certificates, binders and policies as required. Certificates shall be issued to:

> **Burlington County Board of County Comissioners** 49 Rancocas Road Mt. Holly, NJ 08060-6000 Attention: Insurance & Risk Management Division

Failure to submit insurance certificates, binders and policies within the specified time shall constitute a default for which the Board may take whatever actions that are allowed under the Contract.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this Contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the County is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

However, the original policies of Owner's Protective Policy shall at this time be delivered to the OWNER for its possession.

All policies as hereinafter required shall be so written that the OWNER will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation of amendment.

- .B REQUIRED INSURANCE: The Contractor shall take out and maintain during the life of this Contract the various types and amounts of all risk insurance as required to protect the Contractor, the OWNER and any subcontractor performing work covered by this Contract from claims for damages or personal injury including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them.
- 11.1.5.4 (Added) ALL INSURANCE COVERAGE LISTED BELOW will be required for every construction project with the exception of item # 6 (GENERAL LIABILITY/ASBESTOS ABATEMENT INSURANCE) which will only be required when hazardous material abatement is included within the scope of work.
 - .1 COMPREHENSIVE GENERAL LIABILITY INSURANCE: The minimum limit of liability shall be \$5,000,000 each occurrence/\$5,000,000 aggregate combined single limit for bodily injury and property damage.
 - .2 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: with minimum limits of liability in the amount of \$5,000,000 per occurrence as a combined single limit for bodily injury and property damage.
 - .3 OWNER'S AND CONTRACTOR'S PROTECTIVE INSURANCE: A separate Owner's and Contractor's Protective Liability Insurance policy shall be provided. The minimum limit of liability shall be \$4,000,000 per occurrence/\$4,000,000 aggregate as a combined single limit for bodily injury and property damage. The policy is to be written for the benefit of the County, its officers and employees; they are to be named as the insured.
 - .4 WORKER'S COMPENSATION AN D EMPLOYER'S LIABILITY INSURANCE: Worker's Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an all states' endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employer's Liability Insurance shall be provided with the following minimum limits.

\$500,000 Each Accident \$500,000 Disease Each Employee. \$500,000 Disease Aggregate Limit.

- .5 UMBRELLA OR EXCESS POLICY: can be used in conjunction with the primary policies to meet the limits required.
- .6 GENERAL LIABILITY/ASBESTOS ABATEMENT INSURANCE: General Liability/Asbestos Abatement Insurance naming the Owner, Consultant and

General Contractor as additionally insured and covering all Asbestos Abatement related operations in connection with the project with limits of \$4,000,000 each and \$4,000,000 aggregate.

- .7 LIABILITY INSURANCE MAINTENANCE GUARANTEE PERIOD: Liability insurance during the maintenance guarantee period will be required as part of the close out documents of the project, naming the Owner as additionally insured for a period of 24 months or two years commencing with the date of Substantial Completion or the Certificate of Occupancy, which ever is the latter of the project by the County at limits required under a 11.1.1.11, B 1 & 2.
- .8 PROPERTY INSURANCE: Property insurance will be required as follows depending on work being performed, new construction or renovation/installation:

.8A NEW CONSTRUCTION - BUILDERS RISK INSURANCE:

- 1. The Contractor shall purchase and maintain builder's risk insurance on a replacement cost basis with a limit equal to or exceeding the full insurable value of the work. This insurance shall be maintained until Substantial Completion or the Certificate of Occupancy, whichever is the latter of the work by the County of Burlington.
- .2 The Owner and the Contractor must be specifically included as named insureds. Subcontractors and sub-contractors shall be included by naming them as additional insureds.
- .3 This builder's risk insurance shall include coverage for the following types of property:
 - .a All structures to be constructed, under construction or already constructed;
 - .b All materials, equipment, machinery and supplies which are to be incorporated into the Project.
 - .c Temporary structures of any nature whatsoever; and
 - .d Underground property, including but not limited to, foundations, pump stations, pipes, drains, tanks and connections.
- .4 The builder's risk insurance shall be written on all-risks policy form.
- .5 Coverage shall be written on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted.

.8B RENOVATIONS/INSTALLATIONS - INSTALLATION FLOATER INSURANCE:

.1 The Contractor shall purchase and maintain an Installation Floater on a replacement cost basis with a limit equal to or exceeding the full insurable

value of the work. The insurance shall be maintained until Substantial Completion or the Certificate of Occupancy, whichever is the latter of the work by the County of Burlington.

- .2 The Owner and the Contractor must be specifically included as named insureds. Subcontractors and sub-subcontractors shall be included by naming them as additional insureds.
- .3 This Installation Floater shall include coverage for the following types of property:
 - a. Renovations/installations under construction;
 - b. All materials, equipment, machinery and supplies, which are to be incorporated into the Project.
 - c. Temporary structures of any nature whatsoever; and
 - d. Underground property, including but not limited to, foundations, pump stations, pumps, pipes, drains, tanks and connections.
- .4 The Installation Floater insurance shall be written on an all-risks policy form.
- .5 Coverage shall be written on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted.
- 11.1.6 (Added) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor does it preclude the County from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.
- 11.1.7 (Added) The Comprehensive General Liability and Comprehensive Automobile Liability policies shall name the Burlington County Board of County Comissioners, its officers and employees as additional insureds.
- 11.1.7 (Added) In the event the Contractor fails or refuses to renew its insurance policy or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the County may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the County. The County may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. Alternately, the County may default the Contractor and direct the surety to complete the Project. During any period when the required insurance is not in effect, the County may suspend performance of the Contract. If the Contract is so suspended, additional compensation or extension of Contract Time is not due on account thereof.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 Delete in its entirety.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

- 11.3.1 Delete in its entirety
- 11.3.2 Delete in its entirety
- 11.3.3 Delete in its entirety

11.4 PROPERTY INSURANCE

- 11.4.1 Delete in its entirety.
- 11.4.1.1 Delete in its entirety.
- 11.4.1.2 Delete in its entirety.
- 11.4.1.3 Delete in its entirety.
- 11.4.1.4 Delete in its entirety.
- 11.4.1.5 Delete in its entirety.
- 11.4.2 Delete in its entirety.
- 11.4.3 Delete in its entirety.
- 11.4.4 Delete in its entirety.
- 11.4.5 Delete in its entirety.
- 11.4.6 Delete in its entirety.
- 11.4.7 Delete in its entirety.
- 11.4.8 Delete in its entirety.
- 11.4.9 Delete in its entirety.
- 11.4.10 Delete in its entirety.

Add the following Sub-Paragraph 11.4.11

11.4.11 (Added) – Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

- 11.5.1 Revise 11.5.1 as follows:
- 11.5.1 (Revised) The Owner shall have the right to require the Contractor to furnish bonds. The Contractor shall provide both a Performance and a Payment Bond covering faithful performance of the Contract and payment of obligations arising there under as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 11.5.2 Delete 11.5.2 in its entirety and replace with revised 11.5.2:
- 11.5.2 (Revised) PERFORMANCE AND PAYMENT BOND REQUIREMENTS: Within ten (10) days of the date of the notice of intent to award a contract to the bidder, the bidder must submit a performance bond in an amount equal to 100% of the contract amount to the County of Burlington, via the County's representative.

The Performance and Payment Bond must be drawn to the Board of County Comissioners of the County of Burlington in an amount equal to the contract amount. It must be provided in substantially the format as found at N.J.S.A. 2A: 44-147, a copy of which is included in these specifications.

No Performance Payment Bond will be accepted by the Board of County Comissioners unless there is attached thereto a Surety Disclosure Statement and Certification in substantially the form provided in these Section 00490.

The submission of a fully compliant Payment and Performance Bond is required prior to the County's issuance of a Purchase Order by the County and a Notice to Proceed by the County's Representative.

Add the following Sub-paragraph and Clauses:

- 11.5.3 (Added) QUALIFICATIONS OF SURETY ISSUING A PAYMENT AND PERFORMANCE BOND: In accordance with N.J.S.A. 2A: 44-143, the Surety issuing the Payment and Performance Bond must meet the following qualifications which vary according to the amount of the Payment and Performance Bond required.
 - .1 SURETY REQUIREMENTS FOR ALL BONDS-ALL AMOUNTS: For all Payment and Performance Bonds, no matter what the amount, the surety must have the minimum surplus and capital stock or net cash assets required by N.J.S.A. 17: 17-6 (Capital required for stock company) or N.J.S.A. 17:17-7 (Capital required for mutual company) whichever is appropriate at the time the solicitation for bids is issued.
 - .2 SURETY REQUIREMENTS FOR BONDS AMOUNTS BETWEEN \$850,000 AND \$3.5 MILLION: For Payment and Performance Bonds in these amounts, the Surety must, in addition to requirements listed above, provide the following:
 - a. A CURRENT CERTIFICATE OF AUTHORITY issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. Section 9350 that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570

- b. CERTIFICATION OF OPERATION AND RATING which states that the surety has been operational for a period in excess of five years and is rated by one of the rating companies listed in N.J.A.C. 11:1-41.3 in one of three highest rating categories set forth in Appendix A to the same regulation promulgated by the New Jersey Commissioner of Insurance.
- .3 SURETY REQUIREMENTS FOR BOND AMOUNTS OVER \$3.5 MILLION: For Payment and Performance Bonds in these amounts, the Surety must, in addition to requirements listed above, provide the following:
 - (a) A CURRENT CERTIFICATE OF AUTHORITY (As defined above in .2)

and

(b) CERTIFICATION OF OPERATION AND RATING (As defined above in .2)

Note: If the surety for bonds in excess of \$3.5 million does not hold a certificate of authority issued by the United States Secretary of the Treasury, said surety is exempt from the requirement to hold such a certificate if the surety meets the standards of the New Jersey Commissioner of Insurance and is listed by the New Jersey Department of Insurance as an acceptable surety for provision of bonds on public works contract.

- 11.5.4 (Added) MAINTENANCE BOND: *The Contractor shall provide a Maintenance Bond as specified below:*
- 11.5.4.1 (Added) Before final payment is made, the Contractor shall furnish a Maintenance Bond or Guarantee made in favor of the County of Burlington in a sum equal to fifteen percent (15%) of the total contract price, including all supplemental and extra work performed on the project, as delineated in approved change orders furnished by the Contractor
- 11.5.4.2 (Added) The Form of Maintenance Bond or Guarantee and the Surety Company providing said Bond or Guarantee shall be satisfactory to the County of Burlington. The Maintenance or Guarantee Bonds shall remain in full force and effect for a period of two (2) years from the date of Substantial Completion or the Certificate of Occupancy whichever is the latter (not substantial completion) of the project by the County. The date of which shall be established by the Architect.
- 11.5.4.3 (Added) The Maintenance Bond or Guarantee shall provide that the Contractor guarantees to replace for said period of two (2) years all work performed and all materials furnished according to the terms and performance requirements of the contract, and make good defects thereof which have become apparent before the expiration of the said period of two (2) years.
- 11.5.4.4 (Added) If in the judgment of the Architect, any part of the project needs to be replaced, repaired or made good during the specified Maintenance Bond or guarantee period, the Architect will so notify the Contractor in writing. If the

Contractor refuses or neglects to start such work within five (5) days from the date of service of such notice or at such other time as the Architect may direct, or if the Contractor fails to complete such work within the time prescribed by the Architect, the County will have the work done by others and the cost thereof shall be paid by the Contractor or its Surety. Before the Surety is released from its Maintenance Bond or Guarantee, the Architect shall certify in writing that the foregoing obligation has been duly performed.

12.2 UNCOVERING AND CORRECTION OF WORK

12.2.2.1 Revise 12.2.2.1 as follows:

12.2.2.1 (Revised) – In addition of the Contractor's obligations under Paragraph 3.5, if, within one-year after the date of Substantial Completion of the Work or designated portion thereof or two-years after the date of final acceptance after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and gibe 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 Paragraph 2.4.

12.2.2.2 Revise 12.2.2.2 as follows:

12.2.2.2 (Revised) – The one-year two-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion Final Acceptance by the period of time between Substantial Completion Final Acceptance and the actual performance of the Work.

12.2.2.3 Delete in its entirety

12.2.5 Revise 12.2.5 as follows:

12.2.5 (Revised) – Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year two-year period for correction of Work as described in Subparagraph 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.

13.1 MISCELLANEOUS PROVISIONS

13.1.1 Delete 13.1.1 in its entirety and replace with revised 13.1.1:

- 13.1.1 (Revised) The contract shall be governed by and construed in accordance with the Local Public Contracts Law of the State of New Jersey (N.J.A.C. Title 40A: 11-et seq. And Title 5:34-1 et seq). Funding all contracts are subject to the availability and appropriation of funds
- 13.2.1 Revise 13.2.1 as follows:
- 13.2.1 (Revised) The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Subparagraph 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- 13.2.2 Delete in its entirety
- 13.3 WRITTEN NOTICE:
- 13.3.1 <u>Revise 13.3.1 as follows:</u>
- 13.3.1 (Revised) Written notice shall be deemed to have been duly served if delivered I person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.
- 13.6 INTEREST
- 13.6.1 Delete 13.6.1 in its entirety and replace with revised 13.6.1:
- 13.6.1 (Revised) The Contractor shall not be entitled to any payment of interest for any reason, action, or inaction by the Architect or Owner.

Add the following Sub-paragraph 13.6.2

13.6.2 (Added) Any payments withheld for time delays, faulty materials, or workmanship, shall not bear interest for period of delay or non-acceptance.

ARTICLE 14. TERMINATION OR SUSPENSION OF THE CONTRACT

- 14.1 TERMINATION BY THE CONTRACTOR
- 14.1 Delete in its entirety.
- 14.2 TERMINATION BY THE OWNER FOR CAUSE
- 14.2.2 Revise 14.2.2 as follows:

- 14.2.2 (Revised) When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety.
- .1 take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
 - .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

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END OF SECTION 00300 - SUPPLEMENTARY GENERAL CONDITIONS

SECTION 00400 BIDDERS CHECKLIST

This form is for your use in compiling each bid submission. Include the Checklist In the bid submission.

A COMPLETE bid includes fully executed copies of the sections listed below unless otherwise directed. Note: <u>bids</u> <u>submitted without fully executed copies of any form designated as "MANDATORY", will be rejected. Bids that do not comply with the Public Works Registration will also be rejected.</u>

	SECTION	BIDDER CHECK OFF	CHECK OFF For County Use Only
Bidders Checklist Submit electronically under the Response Attachments tab (MANDATORY)	00400		
Bid Form Agreement Submit electronically under the Attributes tab (MANDATORY)	00410		
Bid Prices Submit electronically under the Line Items tab (MANDATORY)	00410		
Name and Address of listed Subcontractor(s) Submit electronically under the Attributes tab (MANDATORY)	00410		
Listed Subcontractor(s) Documents/Cert. Submit electronically under the Response Attachments tab (MANDATORY)	00410		
Receipt of Addenda (if needed) Submit electronically under the Attributes tab (MANDATORY)	00410		
Insurance Statement Submit electronically under the Response Attachments tab (MANDATORY)	00410		
Bid Guarantee Submit copy electronically under the Response Attachments tab Deliver original per the specifications (MANDATORY)	00420		
Consent of Surety Submit copy electronically under the Response Attachments tab Deliver original per the specifications (MANDATORY)	00430		
Ownership Statement Submit electronically under the Attributes Attachments tab (MANDATORY)	00440		
Non-Collusion Certification Submit electronically under the Attributes Attachments tab	00450		PIDDEDS

	1			
Qualification Questionnaire	00460		'	
Submit electronically under the			'	
Attributes tab				
Form of Agreement	00470		' <u> </u>	
Submit electronically under the			'	
Response Attachments tab			'	
(Include blank copy in the bid submission)	<u></u>	<u> </u>		
Performance & Payment Bond	00480		' T	
Submit electronically under the			'	
Response Attachments tab			'	
(Must be submitted 10 days after award)				
Disclosure Statement & Certification	00490		' T	
Submit electronically under the			'	
Response Attachments tab		<u> </u>	_	
Public Works Registration	00500		·	
Submit electronically under the			'	
Response Attachments tab			'	
(See note below)				
Affirmative Action	00520		·	
Submit electronically under the			' [
Response Attachments tab		<u> </u>	_	
NJ Business Registration Certificates	00540			
Submit electronically under the			'	
Response Attachments tab			'	
Responsible Contractor/Sub-Contractor	00560			
Policy Certification			'	
Submit electronically under the			'	
Response Attachments tab			'	
(MANDATORY)		<u> </u>		
Project Labor Agreement	00570		· —	
Submit electronically under the			'	
Response Attachments tab			'	
(MANDATORY)		<u> </u>		
Disclosure of Investment Activities in Iran	00580			
Submit electronically under the			'	
Attributes tab			'	
Federal Non-Debarment Certification				
Submit electronically under the	00600		'	
Attributes tab			'	
(MANDATORY)			'	
Anti-Discrimination Agreement	00700			
Submit electronically under the			'	
Attributes tab			'	
(MANDATORY)			'	

NOTE: Contractors and the subcontractor(s) listed in the bid proposal must be registered pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., with the New Jersey Department of Labor, Division of Wage & Hour Compliance, at the time the bid is opened. Failure of a contractor or a listed subcontractor to be registered at the time the bid is opened is a material deviation from specifications that cannot be cured after the bid has been opened; therefore, no award can be made to such a contractor. See Section 00500.

Reviewed by:	Michael Aliano, President of Aliano Brothers General Contractors, Inc
Submitted by:	
	Michael Aliano, President **END OF SECTION 00400 – BIDDERS CHECKLIST**

SECTION 00410 BID FORM

Bids Due:

January 4, 2024 at 10:30 am (Local Time)

Submit Bids Electronically at https://burlcobids.ionwave.net.

PROJECT NAME:

2023-2024 Westampton Complex Upgrades Phase 2: Human Services Building Interior Renovations

PROJECT CONTRACT DOCUMENTS:

DATE: August 9, 2023

ARCHITECTURAL CONSULTANTS: Netta Architects.

ARCHITECT'S ID NUMBER: 2191488

COUNTY ID NUMBER: CPU-23-0043

PROJECT SCOPE OF WORK:

Construction of this project shall be a combined effort between the lowest responsible bidder and County forces. Please pay attention to the below as you are not bidding on construction of the entire project as delineated in the drawings and specifications.

The lowest responsible bidder shall be required to SUPPLY AND INSTALL the following in its entirety:

- Complete restroom renovations for all floors as delineated in the contract documents including but not limited to: pipe, fittings, fixtures, toilet partitions, grab bars, toilet accessories, showers, mechanical modifications, electrical work, ceiling work, and tile work.
- All HVAC Modifications for all work locations.
- Porcelain/Ceramic Tile and Tile Base
- Construction of the Family Restroom and Lactation Suite have been removed from this contract.

The lowest responsible bidder shall also be required to SUPPLY the following in its entirety for installation by County forces:

Solid Surface Counters for Interview Booths

Trades Required:

- General Construction
- Plumbing
- Electrical
- Mechanical

SUBMIT BIDS TO:

Bids shall be submitted at https://burlcobids.ionwave.net. Bids must be electronically submitted to the County of Burlington on or before the time and date specified in the Advertisement for Bids. Bids shall not be accepted after the time and date specified.

TOTAL BASE BID:

THIS BID FOR PROPOSED HUMAN SERVICES BUILDING INTERIOR RENOVATIONS AS SPECIFIED IN THE CONTRACT DOCUMENTS INCLUDING ALL ADDENDA IS SUBMITED AS FOLLOWS:

TOTAL BASE BID:

Submit Base Bid at https://burlcobids.ionwave.net

ALLOWANCES:

THE TOTAL LUMP SUM BID SHALL INCLUDE THE FOLLOWING AMOUNTS:

General Construction Allowance:

\$100,000.00

LINE ITEM AMOUNTS:

THE CONTRACTOR SHALL STATE THE AMOUNT, WHICH IS INCLUDED IN THE BASE BID, BUT CAN BE ATTRIBUTED TO EACH OF THE FOLLOWING LINE ITEMS.

LINE ITEM AMOUNTS ARE NOT APPLICABLE TO THIS PROJECT

UNIT PRICES:

SHOULD CONDITIONS REQUIRE CHANGES IN THE WORK, THE UNDERSIGNED AGREES THAT THE FOLLOWING SUPPLEMENTAL UNIT PRICES WILL BE THE BASIS OF COMPENSATION. FOR DECREASES IN THE WORK, THE UNIT PRICE SHALL BE THE SOLE BASIS, WHILE FOR INCREASES IN THE WORK, THE GENERAL CONTRACTOR SHALL BE PERMITTED TO ADD AN ADDITIONAL OVERHEAD AND PROFIT IN COMPLIANCE WITH ARTICLE 7.3.10 OF THE SUPPLEMENTARY GENERAL CONDITIONS.

UNIT PRICES ARE NOT APPLICABLE TO THIS PROJECT

TOTAL LUMP SUM BID:

THIS BID, FOR HUMAN SERVICES BUILDING INTERIOR RENOVATIONS AS SPECIFIED IN THE CONTRACT DOCUMENTS INCLUDING ALLOWANCES, AMENDMENTS, ALL ADDENDA, LINE ITEM AMOUNTS AND UNIT PRICES

IS SUBMITTED AS FOLLOWS:

TOTAL LUMP SUM BID:

Submit Total Bid at https://burlcobids.ionwave.net

ALTERNATES:

Bidders must include prices for the base bid, total lump sum bid, and all listed alternate bids listed below and described in section 01230 – 3.1 Schedule of Alternates.

At the County's sole discretion, alternates may be awarded. If alternates are awarded, they shall be selected and included in the award of contract in the order in which they are listed on the Bid Form.

SCHEDULE OF ALTERNATES:

ALTERNATES ARE NOT APPLICABLE TO THIS PROJECT

IMPORTANT NOTE: Bidders shall be required to complete the Bid Form Agreement located under the Attributes tab within the solicitation at https://burlcobids.ionwave.net .
LISTED CONTRACTORS AND SUBCONTRACTORS:
In accordance with N.J.S.A. 40A:11-16 of the Local Public Contracts Law, Bidders shall list the name, address, and phone number of subcontractors with whom the Bidder will subcontract work to any of the trades listed below. Where applicable, current licenses of the named subcontractors must be submitted with the bid simultaneously with the list of subcontractors.
If a Bidder will contract with more than one subcontractor for any of the trades listed below, the Bidder shall submit with his bid a certificate signed by the Bidder listing each subcontractor to be used in that trade. The certificate

2023-2024 Westampton Complex Upgrades Phase 2 August 9, 2023 Page 00410-4

BID FORM

shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to each subcontractor should the Bidder be awarded the contract. The certificate shall be submitted with the bid. The certificate may take the form of a single certificate listing all subcontractors, or, alternatively, a separate certificate may be submitted for each subcontractor. If a Bidder does not submit a certificate or certificates with the bid to the contracting unit when more than one subcontractor will be hired in one of the following trades, the contracting unit shall award the contract to the next responsive bidder.

Bidders shall list the name, address, and phone number of subcontractors with whom the Bidders will subcontract work to any of the trades listed below under the **Attributes** tab within the solicitation at https://burlcobids.ionwave.net. Bidder shall attach copies of all subcontractor documentation required as per the specifications under the **Response Attachments** tab within the solicitation at https://burlcobids.ionwave.net.

TRADE (S) REQUIRED FOR THE PROJECT: Electrical

Plumbing

Heating Ventilation and Air Conditioning

INSURANCE STATEMENT:

The Contractor must comply with the insurance requirements stated in this bid solicitation: <u>SECTION</u> <u>00300 SUPPLEMENTARY GENERAL CONDITIONS ARTICLE 11. INSURANCE AND BONDS</u>.

As part of this bid submission, the Contractor shall attach a written statement from the Contractor's insurance broker that they will, upon successful award of this contract to their client, supply the bidder with insurance in the limits as required herein. The statement shall be attached under the Response Attachments tab located within the solicitation at https://burlcobids.ionwave.net.

***END OF SECTION 00410 - BID FORM ***

SECTION 00420 BID GUARANTEE FORM

BID GUARANTEE:

Bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 10% of the bid, not to exceed \$20,000 and shall be made payable to the Burlington County Treasurer. Bidders submit a **copy** of the bid guarantee online as part of the electronic bid submission. Additionally, the bidder must mail or deliver the **original** bid guarantee to the County. The original bid guarantee must be mailed or delivered to the County in a sealed envelope with the bid title and number clearly marked on the outside. The original bid guarantee is due to the County no later than the deadline for receipt of bids. **Failure to comply will result in rejection of the bid.**

The original bid guarantee can be delivered by hand or courier to:
County of Burlington
Department of Finance and Purchasing
County Office Building
First Floor, Room 104
49 Rancocas Road
Mount Holly, NJ 08060-6000

The original bid guarantee can be mailed to: County of Burlington Department of Finance and Purchasing 49 Rancocas Road Post Office Box 6000 Mount Holly, NJ 08060-6000

*** END OF SECTION 00420 - BID GUARANTEE***

SECTION 00430 CONSENT OF SURETY

Bidders must submit a **copy** of the consent of surety online as part of the electronic bid submission. Additionally, bidders must mail or deliver the **original** consent of surety to the County. The original consent of surety must be mailed or delivered to the County in a sealed envelope with the bid title and number clearly marked on the outside. The original consent of surety is due to the County no later than the deadline for receipt of bids. **Failure to comply will result in rejection of the bid.**

Bidders shall use the Consent of Surety form located on the next page. The text, or it's intent, CANNOT BE ALTERED. The inclusion of additional conditions or other text in the Consent of Surety form shall be cause for the bid to be rejected.

The original consent of surety can be delivered by hand or courier to:

County of Burlington
Department of Finance and Purchasing
County Office Building
First Floor, Room 104
49 Rancocas Road
Mount Holly, NJ 08060-6000

The original consent of surety can be mailed to:

County of Burlington Department of Finance and Purchasing 49 Rancocas Road Post Office Box 6000 Mount Holly, NJ 08060-6000

CONSENT OF SURETY FORM

, S	Surety, authorized to carry on business in New Jersey by its
signature hereupon or that of its attorney-i	n-fact, certifies to and promises the Board of County
Commissioners of the County of Burlington that if	a Contract for the
Project as listed in Section 00050 and als	so as referenced in the footer below, is awarded to
	_, Principal, that it as Surety will execute the bond or bonds
as required by the Specifications and will become	e surety in the full amounts set forth in the bid of its Principa
for the faithful performance of all obligations of	its Principal as Contractor. This Consent of Surety shall be
valid for a period of ninety (90) days from the date	e of the bid opening.
	SURETY
	(Address)
	
	BY
	Attorney-in-Fact
	, (Date)

Note: This text, or it's intent, **CANNOT BE ALTERED**. The inclusion of additional conditions or other text will cause the bid to be rejected. Also, the surety must meet the requirements set forth elsewhere in this specification, including, but not limited to SECTION 00100- Instructions to Bidders. Therefore, the County strongly suggests that the prospective bidder submit their Consent of Surety on this form. Should a Surety insist on using their own form, its acceptance will be dependent on review by the County. Should any deviation in intent be found in the substituted form, the County will have no remedy except to reject the bid submitted by that bidder.

POWER OF ATTORNEY FOR ATTORNEY-IN-FACT MUST BE ATTACHED HERETO.

*** END OF SECTION 00430 - CONSENT OF SURETY***

SECTION 00440 OWNERSHIP STATEMENT

Bidders shall be required to complete the Ownership Statement located under the Attributes tab within the solicitation at https://burlcobids.ionwave.net.

*** END OF SECTION 00440 - OWNERSHIP STATEMENT ***

SECTION 00450 NON-COLLUSION CERTIFICATION

Bidders shall be required to complete the Non-Collusion Certification located under the Attributes tab within the solicitation at https://burlcobids.ionwave.net.

*** END OF SECTION 00450 - NON-COLLUSION CERTIFICATION ***

SECTION 00460 QUALIFICATION QUESTIONNAIRE

Bidders shall be required to complete the Qualification Questionnaire located under the Attributes tab within the solicitation at https://burlcobids.ionwave.net.

*** END OF SECTION 00460 - QUALIFICATION QUESTIONNAIRE***

SECTION 00470 FORM OF AGREEMENT

(To be executed at time of project award)

THIS AGREEMENT is made on the day of, by and between , hereinafter called the CONTRACTOR
and the Board of County Commissioners of Burlington County, New Jersey, hereinafter called the OWNER. The parties agree as follows:
ARTICLE I. Scope of Work
The Contractor shall furnish all labor, material, tools, machinery and appurtenances and perform all work called for under the Contract as indicated in contract drawings and specifications dated August 9, 2023 for Burlington County 2023-2024 Westampton Complex Upgrades Phase 2: Human Services Building Interior Renovations herein after called the PROJECT as set forth herein to the satisfaction of the Owner.
ARTICLE II: Time of Completion
The work performed under the terms of this contract shall commence within fourteen (14) days upon the issuance of the Notice to Proceed and be completed no later than 150 days after the Notice to Proceed, unless prevented by conditions over which the Contractor has no control, as agreed to, in writing, by the Owner and Architect.
ARTICLE III: The Contract Sum
The Owner shall pay to the Contractor for the satisfactory performance of the Contract the sum of (\$).
ARTICLE IV. Payment of the Contract Sum

ARTICLE IV: Payment of the Contract Sum

The total sum of the Contract shall be paid for by the Owner as provided in Article 9 of the General Conditions to the Construction Contract as amended by the Supplementary General Conditions.

ARTICLE V: Contract Documents and Other Terms

The Contract shall include the Contract Documents (as defined in the General Conditions); the schedule; all bidding documents, forms and instructions; the proposal for the work as submitted by the Contractor; the Contractor's bonds and insurance certificates, this Agreement and all written amendments and additions thereto all of which are incorporated herein by reference.

ARTICLE VI: Contract Wage Requirements

The minimum wage to be paid all labor employed on this contract shall be in accordance with the "Prevailing Wage Rate Determination" as ascertained and determined by the New Jersey Department of Labor and Industry applicable to Burlington County Public Improvements. The Contractor shall be bound by the list most current at the time of the signing of this Contract. Contractors or subcontractors shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate or rates or wages. Such payroll records shall not be destroyed or removed from the State for the period of one (1) year following the completion of this improvement, final payment and guarantee period.

ARTICLE VII: Miscellaneous Terms

Upon failure to complete work within the schedule of time as adjusted by the Owner/Architect, the contractor shall pay, as liquidated damages to the Owner (which amount is not a penalty) for each calendar day that the work remains unfinished, the sum of \$2,000.00 per calendar day. The Owner has retained a staff to perform the duties set forth in the Contract Documents on behalf of the Owner.

ARTICLE VIII: Hold Harmless

The Contractor shall indemnify and hold harmless the County for loss, damage, or injury from any act or omission of the Contractor, its employees or agents, and to the person or property of any other person or corporation while on or about the County's premises except such loss, damage or injury resulting solely from County's negligence.

Notwithstanding the foregoing paragraph, the Contractor shall not be responsible but County shall be responsible for damage to or destruction of buildings and personal property, the title to which is in County, resulting solely from perils covered under the County's fire and extended coverage insurance policies, and origination from any cause whatsoever, excluding the negligent acts or omissions of Contractor while lawfully on or about the premises of County.

The CONTRACTOR agrees to maintain Public Liability Insurance covering the obligations set forth herein, Workmen's Compensation insurance as required by law, covering all employees and all such coverage as required by Article II of the General and Supplementary Conditions of the Contract for Construction. All such insurance shall be evidenced by a certificate of Insurance executed by the CONTRACTOR'S insurance carrier(s) and filed with the COUNTY, specifically providing that the CONTRACTOR'S Public Liability insurance included contractual coverage covering this agreement, and further, that said insurance will not be cancelled or changed until at least thirty (30) days written notice has been given to COUNTY.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized Officer and Director, respectively, attested by their duly authorized Secretary and Clerk/Administrator, respectively, and their respective corporate seals to be hereto affixed the day and year first written above. We have read and are in agreement with the above.

ATTEST:	Aliano Brothers General Contractors, Inc.
	(Contractor
(Witness)	(Signature)
	(Title / Date)
	BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLINGTON
(Witness)	Eve A. Cullinan
	County Administrator
	(Date)

END OF SECTION 00470-FORM OF AGREEMENT

SECTION 00480 PERFORMANCE AND PAYMENT BOND

			BOND	NO
KI	PERFORMANO NOW ALL MEN BY THESI	CE AND PAYMENT E E PRESENTS, that w	_	
		as	PRINCIPAL and v	with underwriting
offices at				
		to whi	ch all communicati	ons in regard to
this bond should be	addressed, a corporatio	n organized and exis	sting under the law	s of the State of
	and duly authorized	to do business in th	e State of New Jer	sey, as SURETY
are hereby held and	firmly bound unto the BO	ARD OF COUNTY C	OMMISSIONERS C	F THE COUNTY
OF BURLINGTON, I	NEW JERSEY, as OBLIG	EE, in the penal sum	ı of	DOLLARS
(\$) for the payment	of which well and tru	ly to be made, we h	nereby jointly and
severally bind oursel	ves, our heirs, executors,	administrators, succe	ssors and assigns.	
SIGNED AND SEAL	ED this	day of	, tv	wo thousand and
	enter into a contra	act with the BOARD	OF COUNTY COMM	MISSIONERS OF
THE COUNTY OF B	URLINGTON identified as			
			(CPU))

which said contract is made part of this bond the same as though set forth herein;

NOW, if the Said principal shall well and faithfully do and perform the things agreed by PRINCIPAL 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. 2LA:44-143 having a just claim as well as for the Obligee 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.

bond.

Witness or Attest:

(Secretary)

(ALSO PRINT OR TYPE NAME)

(ALSO PRINT OR TYPE NAME)

Witness or Attest:

(Secretary)

(Secretary)

(ALSO PRINT OR TYPE NAME)

(Affix Corporate Seal of Principal)

(ALSO PRINT OR TYPE NAME)

THE SAID SURETY HEREBY STIPULATES AND AGREES that no modifications, omissions or additions in or to the plans or specifications therefore shall in anywise affect the obligation of said surety of its

A certification of the authority of the Attorney-in-Fact committing the surety must be attached to this bond along with a true and correct statement of the financial condition of said surety.

END OF SECTION 00480 - PERFORMANCE BOND

SECTION 00490 DISCLOSURE STATEMENT AND CERTIFICATION

Bidders shall be required to complete the Disclosure Statement and Certification and submit it electronically under the Response Attachments Tab within the solicitation at https://burlcobids.ionwave.net.

DISCLOSURE STATEMENT AND CERTIFICATION

	, Surety(ies)	on the	attached	bond,	hereby
certifi	ied(y) the following:				·
(1)	The surety meets the applicable capital and surplus requirement				17: 17-
7 as 0	of the surety's most current annual filing with the New Jersey Depa	rtment o	f Insuranc	e.	
(2)	The Capital (where applicable) and surplus, as determined in ac	cordance	e with the	applicab	ole laws
	s State, of the surety(ies) participating in the issuance of the attac		` ,		•
	unt(s) as of the calendar year ended December 31, (mos al and surplus amounts are available), which amounts have been			-	
•	c accountants (indicating separately for each surety that surety			-	
togetl amou	ther with the name and address of the firm of certified public accouunts):	nts that	shall have	certifie	d those
(3)	(a) With respect to each surety participating in the issuance				
	ved from the United States Secretary of the Treasury a certificate on 9305, the underwriting limitation established therein and the da				
	tive is as follows: (indicate below for each surety the surety's under				
	thereof)	3			

·
icated under item set forth in items
he amount of the
at each reinsurer established under n effect as of the ached shall have
ie h

CERTIFICATE

	(To be completed by an authorized ag	ent for each sur	ety on the bond)
l,	(Na	me of Agent)	
(title of Agent	i) for		(Name of Surety) a corporation /
mutual insura	nce company / other (indicting type of	business organ	ization) (circle one), domiciled in
	(state	of Domicile) De	O HEREBY CERTIFY that, to the
best of my kno	owledge, the foregoing statements made	by me are true,	and ACKNOWLEDGE, that if any
of those state	ments are false, this bond is VOIDABLE.		
	(Signature of Certifying Agent)		
	Printed Name of Certifying Agent		
	Title of Certifying Agent		

*** END OF SECTION 00490 - DISCLOSURE STATEMENT***

SECTION 00500 PUBLIC WORKS REGISTRATION

Bidders shall be required to submit electronically under the Response Attachments Tab within the solicitation at https://burlcobids.ionwave.net.

Contractors and the subcontractor(s) listed in the bid proposal must be registered pursuant to the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., with the New Jersey Department of Labor, Division of Wage & Hour Compliance, at the time the bid is opened. Failure of a contractor or a listed subcontractor to be registered at the time the bid is opened is a material deviation from specifications that cannot be cured after the bid has been opened; therefore, no award can be made to such a contractor. For more information regarding contractor registration, you may contact:

Contractor Registration Unit Division of Wage and Hour Compliance New Jersey Department of Labor P.O. Box 389 Trenton, NJ 08625-0389 Telephone: (609) 292-9464

Fax: (609) 633-8591

Current Certificates of Registration issued by the New Jersey Department of Labor, Division of Wage and Hour Compliance for the contractor and the listed subcontractor(s) of the three apparent lowest bidders must be submitted to the Burlington County Purchasing Agent within the seven (7) days following the bid opening or your bid will be rejected.

No contractor or subcontractor, <u>including a subcontractor not listed in the bid proposal</u>, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to the Public Works Contractor Registration Act

END OF SECTION 00500 - PUBLIC WORKS REGISTRATION

SECTION 00510 FORM OF RELEASE OF LIENS- CONTRACTOR

(TO BE SUBMITTED BY THE CONTRACTOR AT THE TIME (OF FINAL ACCEPTANCE:)
WHEREAS, pursuant to contract made on	, 20, BY AND STON, hereinafter called the Owner, and e Contractor, final payment is about to be made.
States, being the full and entire sum due upon contractor in hand paid by Owner, receipt to which remise, release and forever discharge the Owner odues, sums of money, accounts, reckoning, by	major subcontractors) of lawful money of the United the completion of the contract aforesaid to the said is hereby acknowledged, said contractor does hereby f and from any and all manner of actions, suits, debts, bonds, bills covenants, controversies, agreements, or in equity which the said contractor has or may have
injury as a result of claims arising out of or in consaid contract including any claim made by any	d harmless the Owner from loss, expense, damage or nection with the execution of the work provided for in laborer, Contractor, or materialmen that may have the contractor or by reason of any action brought, or r materialmen.
	ed its name to be hereunto subscribed and its seal to, Two Thousand and
ATTEST:	
	(Contractor)
(Secretary)	(Signature)
SEAL	(Title / Date)

SECTION 00510 FORM OF RELEASE OF LIENS- SUBCONTRACTOR

(TO BE SUBMITTED BY EACH LISTED SUB- CONTRACTOR	R AT THE TIME OF FINAL ACCEPTANCE:)
WHEREAS, pursuant to contract made on	, 200_, BY AND GTON, hereinafter called the Owner, and ne Contractor, final payment is about to be made.
trade, final pay	, 200_ BY AND BETWEEN THE hereinafter called the Major Subcontractor for the ment is about to be made by the Contractor to the
and entire sum due upon the completion of the colowner, receipt to which is hereby acknowledged, forever discharge the Owner of and from any and money, accounts, reckoning, bonds, bills covenar	emises and the sum of
damage or injury as a result of claims arising our provided for in said contract including any claim r	and hold harmless the Owner from loss, expense, it of or in connection with the execution of the work made by any laborer, contractor, or materialmen that directly to the subcontractor or by reason of any action subcontractor or materialmen.
IN WITNESS WHEREOF, the Subcontractor has cato be hereunto affixed this day of	aused its name to be hereunto subscribed and its seal, Two Thousand and
ATTEST:	
	(Subcontractor)
(Secretary)	(Signature)
SEAL	(Title / Date)

*** END OF SECTION 00510 - RELEASE OF LIEN FORM***

SECTION 00520 AFFIRMATIVE ACTION

AFFIRMATIVE ACTION INSTRUCTIONS

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction

trade consistent with the targeted employment goal prescribed by N.J.A.C. I7:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. I7:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- 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:
- (I) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions:
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contactor or subcontractor shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted 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 Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

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

Bidders shall be required to submit at copy of the form electronically under the Response Attachments Tab within the solicitation at https://burlcobids.ionwave.net.

END OF SECTION 00520 -AFFIRMATIVE ACTION

SECTION 00530 PREVAILING WAGE RATES / LISTED CONTRACTORS AND SUBCONTRACTORS

IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE MOST RECENT WAGE DETERMINATION FROM THE STATE OF NEW JERSEY DEPARTMENT OF LABOR. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR MUST OBTAIN THE MOST RECENT, APPLICABLE LIST. INFORMATION OF PREVAILING WAGE RATES CAN BE FOUND AT https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/

END OF SECTION 00530 - WAGE RATES

SECTION 00540 BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 imposes certain requirements upon a business competing for or entering into a contract with Burlington County, a public contracting agency.

A Business Registration Certificate issued by the Division of Revenue in the New Jersey Department of the Treasury to a bidder for the contract must be submitted either with the bid or prior to the final award of contract to the successful bidder.

The submittal of a Business Registration Certificate is not required from a government agency or an organization organized as a nonprofit entity under 26 U.S.C. Section 501(c).

In addition to the Business Registration Certificate of the bidder, a Business Registration Certificate must be submitted with the bid or prior to the final award of contract for each of the subcontractors named in the bid as required by N.J.S.A. 40A:11-16.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. The County shall not be responsible for a contractor's failure to comply with this paragraph.

For the term of this contract, the contractor and subcontractors, 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," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State. For the purposes of this paragraph, "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this paragraph, an entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

Applications for Business Registration Certificates can be submitted to the Division of Taxation, New Jersey Department of the Treasury at http://www.state.nj.us/treasury/busregcert.htm.

Bidders shall be required to submit copies of certificates electronically under the Response Attachments Tab within the solicitation at https://burlcobids.ionwave.net.

End of Section 00540 - BUSINESS REGISTRATION CERTIFICATE

SECTION 00550 AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The CONTRACTOR and the COUNTY do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the COUNTY, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind of nature arising out of or claim to arise out of the alleged violation. CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the 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 COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

SECTION 00560 RESPONSIBLE CONTRACTOR POLICY

Bidder shall complete the Responsible Contractor and Subcontractor Policy Certification (Section 00560) and submit the Certification with the bid. Failure to submit the executed Certification with the bid is a material deviation and shall result in rejection of the bid. Bidders shall complete the Responsible Contractor and Subcontractor Policy Certifications and submit them under the Response Attachments tab within the solicitation at https://burlcobids.ionwave.net/.

The Subcontractors required to be listed in the bid by operation of N.J.S.A. 40A:11-16 * shall complete the Responsible Contractor and Subcontractor Policy Certification. The Bidder shall submit these executed Responsible Contractor and Subcontractor Policy Certifications with his bid. Failure to submit said executed Responsible Contractor and Subcontractor Policy Certifications with his bid is a material deviation and shall result in rejection of the bid.

All other Subcontractors hired by either 1) the General Contractor or 2) the Subcontractors who are required to be listed by operation of N.J.S.A. 40A:11-16 shall complete a Responsible Contractor and Subcontractor Policy Certification and submit it to the General Contractor before providing any work on the Project. The General Contractor shall have the responsibility to collect the Responsible Contractor and Subcontractor Policy Certifications and to submit them to the Burlington County Purchasing Agent, 49 Rancocas Road, Mount Holly, New Jersey 08060. Failure of the General Contractor to submit each Certification to the Purchasing Agent within ten days of receipt will be subject the General Contractor to a penalty of five hundred dollars (\$500.00). Please see attached matrix for a complete listing of all penalties.

- * The Subcontractors required to be listed in the bid by operation of N.J.S.A. 40A:11-16 are:
- 1. Plumbing
- 2. Heating, Ventilating, and Air Conditioning
- Electrical
- 4. Structural Steel

*** END OF SECTION 00560 - RESPONSIBLE CONTRACTOR POLICY ***

BURLINGTON COUNTY

RESPONSIBLE CONTRACTOR AND SUBCONTRACTOR POLICY CERTIFICATION

Contr	act titled:	23/2024 Westampto 	on Complex Upgra (C	ides PU-23-0043)
	I, Michael	Aliano , certify thame)	nat the following s	tatements made by me are true:
1.	I am the P	resident	Aliano Brothe	rs General Contractors, Inc and as such have authority to
		(title)	(name of con	npany)
to bin	nd my firm to c	ompliance with the	Burlington County	y Responsible Contractor Policy and
the B	urlington Cou	nty Responsible Su	bcontractor Policy	<i>/</i> .

- 2. My firm and all subcontractors hired by my firm providing work on this contract shall be responsible contractors or subcontractors with sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. My firm has a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.
- 3. As a condition of performing work on public works contracts in excess of \$2,000.00 but less than \$499,999.00 total cost of project, my firm and each subcontractor hired by my firm when performing work on the project shall have at least one (1) employee who has successfully completed OSHA 10-hour construction safety and health course onsite. As a condition of performing work on public works contracts of \$500,000.00 or more total cost of project, my firm and each subcontractor when performing work on the project shall have at least one (1) employee who has successfully completed OSHA 30-hour construction safety and health course onsite.
- 4. Prior to the award of contract, I shall for my firm and for subcontractors hired by my firm that will perform significant work on this project provide evidence of and confirm compliance with proof of participation in an Apprenticeship Program currently registered and approved by the United States Department of Labor (USDL) or the New Jersey Department of Labor or certify below a statement of agreement not to employ any worker of less than journeyman status on the project.

I certify that my firm will not employ any worker of less than journeyman status on the project.

(signature) Michael Aliano, President

- 5. All Apprenticeship Programs shall meet the criteria set forth in Paragraph 6i below.
- 6. I further certify to the following facts regarding my firm's past performance and work history and its current qualifications and performance capabilities:
- a. My firm has all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, or certificates required to: (1) do business in the designated locale; and (2) perform the contract work it seeks to perform. These shall include, but not be limited to, licenses, registrations or certificates for any type of trade work or specialty work which the firm proposes to self-perform.
- b. My firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including, but not limited to, general liability insurance, workers compensation insurance and unemployment insurance requirements.
- c. My firm has not been debarred by any federal, state or local government agency or authority in the past three years.
 - d. My firm has not defaulted on any project in the past three years.
- e. My firm has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three years.
- f. My firm has not been cited for a willful violation of federal or state safety laws in the past three years.
- g. My firm and/or its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three years.
- h. My firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable Federal or State prevailing wage laws.
- i. My firm participates in an Apprenticeship Program that is currently registered with the United
 States Department of Labor or a state apprenticeship agency for each craft or trade in which it hires apprentices.
 2023-2024 Westampton Complex Upgrades Phase 2
 August 22, 2023

 RESPONSIBLE CONTRACTOR POLICY PAGE 00560-3

Proof of this participation is attached to this Certification. My firm shall continue to participate in applicable apprenticeship programs for the full duration of the contract work.

The Apprenticeship Program in which my firm participates meets the following criteria:

- 1) The program has graduated at least one (1) enrollee in each of the past three years. If the Program has not been in existence for three years, this requirement shall not apply until the Program has been in existence for three years. At that time, compliance with this criteria is required.
- 2) The program has graduated at least seventy-five (75) percent of program enrollees in each of the past three years.*
- * Graduation rates for any particular year shall be calculated based on the number of enrollees who graduated in a given year divided by the total number of enrollees (and former enrollees) who could have been eligible to graduate in that year had they remained enrolled and timely completed the program. The term "total number of enrollees" shall be computed by counting the total number of persons enrolled in approved Apprenticeship Programs for each separate trade or craft approved by the State of New Jersey. For example, the total number of enrollees in the electrical trade would consist of all persons currently enrolled in an approved Apprenticeship Program for electricians in the State of New Jersey. If the New Jersey based trade or craft, conducts education classes outside the State, those attendees shall count as enrollees for purposes of this subparagraph. Enrollees who withdraw for reasons of military service, residence relocation, death, sickness, or hardship as approved by the teaching staff shall not be counted as enrollees for the purposes of calculating the graduation rate.

	j.	All workers and employees	hired by my firm is provided with health and hospital insurance plans
and an E	ΞR	ISA compliant retirement plan to	its employees.
	I, _	Michael Aliano (name)	, certify that the foregoing statements made by me are
true. I a	m	aware that if any of the foregoing	g statements made by me are willfully false, I am
subject t	to	punishment.	
			(signature)
			Michael Aliano
			(print name)
			President of Aliano Brothers GC, Inc.
			(title)

Res	Responsible Contractor Policy Impleme	icy Implem	entation and Enforcement			
Gen	General and All Subcontractors	Opportunity to Cure	Remedy to Cure	Time to Cure	If not Cured Within Specified Time	Penalty
1	Failure to Submit Subcontractor Policy Certifications w/in 10 days of award	Yes	Submit certification signed by subcontractor	2 Business Days	Replace Subcontractor	First Offense: \$500 and \$250 Each Additional Day Second Offense: \$750 and \$375 Each Additional Day
2	OSHA Training	Yes	Hire new employee that has required training or train existing employee and pay penalty	2 Business Days	Replace Subcontractor	First Offense: \$500 Per Day Second Offense: \$750 Per Day
ю	No Approved Apprenticeship Program and Not Paying Journeymen Rates	Yes	Pay journeymen Rates	2 Business Days	Assess Penalty	First Offense: \$500 Per Employee and Pay Restitution to Employees Second Offense: \$750 Per Employee and Pay Restitution to Employees
4	Failure to Pay Prevailing Wage Rate	No	Per Specifications and N.J.S.A 34; 11-56.25 et. seq.	N/A	N/A	Per Specifications and N.J.S.A 34; 11-56.25 et. seq.
5	Employee Health Plan	Yes	Purchase Health Care Plan for Employees	2 Business Days	Assess Penalty	First Offense: \$500 per Employee at Jobsite Second Offense: \$750 per Employee at Jobsite
9	ERISA Compliant Retirement Plan	No	Provide compliant retirement plan	2 Business Days	Assess Penalty	First Offense: \$500 per Employee at Jobsite Paid to Employee Second Offense: \$750 per Employee at Jobsite Paid to Employee
7	Falsifying Responsible Contractor Certification: (Paragraph #6)	ON N	N/A	N/A	Remove from Job	N/A
∞	Valid Licenses, Registrations or Certificates	Yes	Obtain necessary licenses, registrations, or certificates and pay penalty	2 Business Days	Remove from Job	N/A
6	Debarment in past 3 years	No	Payment of Penalty	N/A	Remove from Job	N/A
10	Project Default in past 3 years	No	Payment of Penalty	N/A	Remove from Job	N/A
11	Willful Safety Violation	ON	Payment of Penalty	N/A	Remove from Job	
12	Prior Revocation/Suspension of License	No	Payment of Penalty	N/A	Remove from Job	N/A
13	Crime Conviction in past 3 years	No	Payment of Penalty	N/A	Remove from Job	N/A
14	Non- Compliant Apprenticeship Program	Yes	Bring Program into compliance	2 Business Days	Assess Penalty	First Offense: \$500 Per Employee and Restitution to Employees Second Offense: \$750 Per Employee and Restitution to Employees

SECTION 00570 PROJECT LABOR AGREEMENT

This project shall be governed by the attached Project Labor Agreement as approved and resolved by the Burlington County Board of Chosen Freeholders. It is MANDATORY that the attached Project Labor Agreement MUST BE COMPLETED, SIGNED, AND INCLUDED WITH YOUR BID SUBMISSION. Failure to complete this section of the bid will result in REJECTION of your bid.

Bidders shall be required to submit copies of the Project Labor Agreement electronically under the Response Attachments Tab within the solicitation at https://burlcobids.ionwave.net.

BURLINGTON COUNTY BOARD OF COMMISSIONERS PROJECT LABOR AGREEMENT LETTER OF ASSENT

Re: Project Labor Agreement(s); United Building Trades Council of Southern New Jersey

The undersigned, as the Successful Bidder, for and in consideration of award of a contract for the Burlington County 2023-2024 Westampton Complex Upgrades Project, and in further consideration of the mutual promises made in the Project Labor Agreement(s), copies of which were received and are acknowledged hereby by the Successful Bidder, hereby states:

- 1. On behalf of itself and its subcontractors, and all of their respective employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement(s), together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Successful Bidder, subcontractor or their respective employee(s) to being prohibited from the County job site(s) until full compliance is obtained, and any non-compliance may result in the Successful Bidder being held in default under the contract; and
- 2. The Successful Bidder further Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of the Project Labor Agreements; and
- 3. The Successful Bidder agrees to secure from any of the Successful subcontractor(s), a duly executed Letter of Assent in a form identical to this Letter of Assent, prior to commencement of any work, and agrees to attain the written consent of the United Building Trades Council of Southern New Jersey, and all of its affiliates.

Successful E	Bidder's Name	Aliano Brothers General Co:	ntractors, Inc.
Authorized S	Signature: _	Michael Aliano, President (Title/Position)	
Date:01/11/202	23		

PROJECT LABOR AGREEMENT

BURLINGTON COUNTY 2023-2024 WESTAMPTON COMPLEX UPGRADES PROJECT

(PARTIAL ROOF COVERING ALTERATIONS, TOWER WATER LEAKS REPAIRS, SOLAR INSTALLATION AT EMERGENCY SERVICES TRAINING CENTER, HUMAN SERVICES BUILDING INTERIOR RENOVATIONS)

ARTICLE 1 - PREAMBLE

WHEREAS, the County of Burlington, as Owner, desires to provide for the efficient, safe, quality, and timely completion of the project, ("the Project"), regarding the <u>Burlington County</u> 2023-2024 Westampton Complex Upgrades Project, in a manner designed to afford lower reasonable costs to the project, and the advancement of public policy objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, <u>interalia</u>, by:

- (1) ensuring a reliable source of skilled and experienced labor;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times; from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;

- (6) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promoting labor harmony and peace for the duration of the Project;
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;
 - (8) expediting the construction process; and

WHEREAS, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

WHEREAS, the Parties desire to maximize Project safety conditions for both workers and the public,

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between the County of Burlington, and its successors and assigns, and the United Building Trades Council of Southern New Jersey, on behalf of itself and its affiliates and members, in connection with the Project. For the sake of clarity, this Agreement shall pertain only to the above referenced project.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the signatory Unions and the BTC are referred to singularly and collectively as "the Union(s)" where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include the General Contractor and its

subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as further defined in Article 3; the County of Burlington is referenced as Owner; the United Building Trades Council of Southern New Jersey, is referenced as the BTC; and the work covered by this Agreement (as defined in Article III) is referred to as the "Project".

SECTION 2. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on the County, and all Unions and the General Contractor and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3. Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. On behalf of all Contractors and subcontractors, this Agreement shall be administered by the General Contractor.

SECTION 3. SUPREMACY CLAUSE

This Agreement, together with the local collective bargaining agreements, represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part, except for all work performed under the National Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VII, IX and X of this Project Agreement, which shall apply to such work. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a CBA, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the General Contractor.

SECTION 4. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. A Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Local Union. A Contractor shall not be liable in damages or otherwise for any other Contractor's assignment or mis-assignment of work.

SECTION 5. THE GENERAL CONTRACTOR

The General Contractor who is awarded the work on the overlay project by the County shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the County of Burlington, in determining which Contractor shall be awarded Project work. It is further understood that the County of Burlington, has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 6. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor, which is performed at any location other than the Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project work covered by this Agreement shall be defined and limited by the following sections of this Article.

SECTION 1: THE WORK

This Agreement shall apply to the on-site construction work that is the subject of the **Burlington County 2023-2024 Westampton Complex Upgrades Project**, and shall be binding on all persons (subject to the "Excluded Employees" listed below) performing on-site Project work, defined to include that work performed within the project limits as defined by the County.

The scope of work is confined to the on-site Project work contained in the scope of the General Contractor's final construction contract.

SECTION 2. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

- A. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's CBA), engineers, inspectors and testers (excluding divers specifically covered by a craft's CBA), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, architects; commissioning agents; individuals performing balancing and all professional, engineering, administrative and management persons;
- B. Employees of Owner or any State agency, authority or entity or employees of any municipality or other public employer;
- C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite operations are covered by the New Jersey Prevailing Wage Act (for example, by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work), or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, concrete and cement, asphalt and other items which are covered by this Agreement; provided, however, that local deliveries of ready mix, concrete, cement and asphalt shall not be

- contracted except to a subcontractor who pays wages and benefits not less than the economic equivalent of the wages and benefits set forth in Exhibit A.
- D. Employees of any Contractor, excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- E. Employees engaged in on-site equipment warranty.
- F. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- G. Employees engaged in laboratory or specialty testing or inspections;
- H. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads;
- I. Employees of "Artisans", understood to mean individuals or entities whom Owner may (or may not) employ directly to create unique, one-of-a-kind decorative elements, including architectural finishes, for incorporation into the Project. The design, illustration, and detailing of these one-of-a-kind decorative elements can only be fully completed in the field and can only be performed by that individual or entity. The duties of Artisans shall be to direct tradespeople, as well as provide assistance in the unloading, assembly, installation, and distribution of unique, one-of-a-kind decorative elements as defined above. Artisans shall perform all design, illustration, and detailing work and all final adjustments, finishing touches, and final painting of such one-of-a-kind decorative elements, provided they are assisted by a trade person.
- J. Maintenance personnel employed by Owner or employees of any vendor or contractor employed or engaged by Owner in maintenance activities related to the Owner's permanent occupancy and operation of any of the facilities covered by this Agreement in its capacity as Owner.

- K. Employees engaged in the delivery and installation of Non-Fixture Lab Equipment, including all loose equipment on countertops and floors, air/gas tanks strapped to walls, scientific equipment, microscopes, etc.
- L. Employees engaged in the delivery and installation of all owner-supplied loose equipment/furniture relocated from existing campus locations, including but not limited to desks, chairs, file cabinets, bookcases, tables, computers, tack boards, cork boards, and loose (plug and play) equipment.

The Unions recognize Owner and its Vendors will be actively involved in supervisory roles in the installation/setup, checkout, startup, testing, inspection and training on telephone, video, audio, computer, and other proprietary systems and equipment including signs, graphics and unique project amenities, both interior and exterior to be installed in the Project and in connection with such Construction Work. Owner, its Tenants and Vendors and their respective employees will be working in close proximity to union members who will not consider the presence of these employees to be a violation of this Agreement. The Unions agree that employees or representatives of Owner and its Vendors or manufacturers' representatives may train and/or orient their operation employees on equipment, even if the equipment or system has not been formally turned over to them. Individuals performing the tasks as related to the items set forth in this paragraph will notify Owner and the Contractor's job foreman in the vicinity prior to undertaking such tasks.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor that do not perform work on this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or <u>alter ego</u> status between the Owner and/or any Contractor. The Agreement shall further not apply to the Owner or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees of any other state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the

Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the General Contractor for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

The Contractors agree to hire Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2, and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement); subject to, the goals of any applicable local ordinances or agreements pertaining to hiring and apprenticeship goals for minorities, women, residents of disadvantaged communities, and local residents. Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile driving); the selection of employees to be laidoff (subject to the applicable procedures in the CBA for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable CBA. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

- B. A Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the General Contractor and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:
 - (1.) possess any license required by New Jersey law for the Project work to be performed;
 - (2.) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
 - (3.) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
 - (4.) have demonstrated ability to safely perform the basic function of the applicable trade.

No more than 12 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).

C. A certified MBE/WBE Contractor may request from the Workforce Coordinator, through the General Contractor, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provisions of Section 2.B above. This exception is based upon hardship and demonstration by the Contractor that the Project work would be the Contractor's only job and that it would be obliged to lay off qualified minority and female employees in their current workforce moving from the last job if they were not permitted to perform work on the Project. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. WORKFORCE DIVERSITY

To the extent applicable, the parties hereby agree that each will implement and abide by the requirements of the Owner with regard to workforce diversity. Furthermore, General Contractor, Contractors and the Unions will comply with such affirmative action plan, including but not limited to: (1) the parties will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; (2) the parties will endeavor to include in any solicitations or advertisements for employees or subcontractors, a notice that all qualified applicants will receive consideration for employment, and contractors and subcontractors for work, without regard to age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; and (3) the parties agree to utilize the best efforts to ensure that minority business enterprises and women-owned business enterprises shall have the maximum practicable opportunity to provide Construction Work under this Agreement.

The Local Unions agree and support the importance the Owner places on having and maintaining a diverse workforce. The Unions agree to refer any and all New Jersey Department of Transportation and Union County resident journeymen and apprentices who are registered on the Out-of-Work list of the local union referral systems at the time of a contractor's request. The Local Unions will cooperate with Contractor requests for New Jersey Department of Transportation and Union County residents, residents of

disadvantaged communities, minority, or women referrals to meet the requirements of the Owner.

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Owner's bid specifications, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a Department of Labor (DOL) approved training program, applied to take a construction Apprenticeship test, and will be paid at not less than the applicable equivalent Apprentice rate. With the approval of the Local Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES / WORKING ASSESSMENTS

The union security provisions contained in the applicable Schedule A local agreements, shall not apply to the employees covered by this Agreement as for the period of time during which they are performing on-site Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees who have voluntarily executed dues checkoff authorization cards provided in a Schedule A local agreement, the dues payment can be received by the Unions as a working assessment fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractors except where otherwise provided by specific provisions of an applicable CBA. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local CBA prohibits a foreperson from working when the trade person they are leading exceed a specified number.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to General Contractor) names of representatives, including the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

- (a) Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the General Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.
- (b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a CBA provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours unless otherwise noted in the CBA, prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a CBA, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefor; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the General Contractor, and/or joint working efforts with other employees, shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation

or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable CBA. There shall be no restrictions as to work, which is performed off-site for the Project, except for 1) offsite operations work covered under the New Jersey Prevailing Wage Act or 2) done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the "site of work".

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the project area. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC. The district or area council, and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- a. A party invoking this procedure shall notify J.J. Pierson Jr, Esq., at 51 JFK Parkway, First Floor West, Short Hills, New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161, who shall serve as arbitrator under this expedited arbitration procedure. In the event that J.J. Pierson is unable to serve, a party invoking this procedure shall notify Gary Kendellen or Wellington Davis, who shall serve as arbitrator under this expedited procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation of its International, the BTC, and the General Contractor.
- b. The arbitrator shall thereupon, after notice as to time and place to the Contractor, the General Contractor the Local Union involved, and the BTC, hold a hearing within 48 hours of receipt of the notice invoking the procedure it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above. Hearings shall be held at the jobsite or at the office of the United Building Trades Council of Southern New Jersey. If both are not available, then the Newark office of the New Jersey State Board of Mediation, as directed by the arbitrator.
- c. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved.

The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

- d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the arbitrator shall issue a cease and desist award ("Award") restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of the Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be exparte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- f. Any rights created by statue or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

g. The fees and expenses of the arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE (LAC)

SECTION 1. MEETINGS

The Local Administrative Committee (LAC) will meet on a regular basis to 1) implement and oversee the Agreement procedures and initiatives; 2) monitor the effectiveness of the Agreement; and 3) identify opportunities to improve efficiency and work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the Council or his designee, and designated official of the General Contractor. It will be comprised of representatives of the signatory Unions and Contractors on the Project.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

- (a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of they grievance procedure by serving the involved Contractor and the General Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are nonprecedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing, by the General Contractor, as creating a precedent.
- (b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BTC, the involved Contractor, and the General Contractor shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants), to the next available arbitrator of the panel of arbitrators consisting of J.J. Pierson Jr., Esq., Gary Kendellen, Esq. and Wellington Davis, Esq., who shall serve as arbitrator under this expedited procedure. The Labor Arbitration Rules of the

American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the arbitrator. The decision of the arbitrator shall be final and binding on the involved Contractor, Local Union and employees, and the fees and expenses of such arbitrator shall be borne equally by the involved Contractor and Local Union.

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(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the General Contractor, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the General Contractor and the involved Contractor and Local Union.

SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR

The General Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at the General Contractor's election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractors. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

- A. There shall be a mandatory pre-job markup / assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the General Contractor, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued but not later then 30 days prior to the start of the Project.
- B. All Project construction work assignments shall be made by the Contractor according to the criteria set forth in Section 3, Subsection D 1-3.
- C. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved. Claims of a change of original assignment shall be processed in accordance with Article I of the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan").
- D. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft and submit the dispute directly to the selected arbitrator. The selected arbitrator shall determine whether the case requires a hearing or may be decided upon written submissions. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:
- 1. The Contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular Union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor.

It is a violation of the Agreement for the Contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

- 2. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.
- a. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible Contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.
- b. Starting of work by a trade without a specific assignment by an authorized representative of the responsible Contractor shall not be considered an original assignment to that trade, provided that the responsible Contractor, or his authorized representative, promptly, and, in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

- A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International the dispute in writing to the Administrator of the Plan within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules of the Plan.
- B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.
- C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated arbitrators: Arbitrator J.J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft to hear all unresolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three arbitrators is available to hear the dispute within the time limits of the Plan,

the Plan's arbitrator selection process shall be utilized to select another arbitrator.

- D. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan as described in paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator Paul Greenberg or Arbitrator Richard K. Hanft to hear the dispute and shall submit the dispute directly to the selected arbitrator. The time limits for submission and processing disputes shall be the same as provided elsewhere in this Section. The selected arbitrator shall schedule the hearing within seven business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven day time limit. In rendering his decision, the arbitrator shall determine:
 - 1. First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;
 - 2. Only if the arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.
 - 3. Only if none of the above criteria is found to exist, the arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The arbitrator shall set forth the basis for his decision and shall explain his

findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The arbitrator's decision shall only apply to the job in dispute.

Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the arbitrator shall be borne by the losing party or parties as determined by the arbitrator.

- E. The arbitrator shall render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.
- F. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.
- G. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any award rendered pursuant to this Article and the Plan shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only and may be enforced in accordance with the provisions of Article VII of the Plan. Any award rendered pursuant to the alternate procedures of this Article shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the

disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

- A. There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractors until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. Any claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.
- In the event a Union alleged to have engaged in an impediment to job progress is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute shall mutually select one of the three arbitrators designated in this Article to hear the dispute. The selected arbitrator shall schedule the hearing within two business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other arbitrators shall be selected by the parties to hear the case unless all parties to the dispute agree to waive the two day time limit. The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The arbitrator may order cessation of the violation of this Section and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the arbitrator shall be borne by the losing party or parties as determined by the arbitrator.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached CBAs. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from the CBAs. Parties to such agreements shall be the General Contractor, the Contractor involved, the involved Local Unions and the BTC.

SECTION 2. EMPLOYEE BENEFIT FUNDS

- A. Contractors shall pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate CBA. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added. A Contractor who becomes signatory to this Project Labor Agreement who is not already a participating and contributing employer to the pension fund(s) specified in the Teamsters Exhibit A collective bargaining agreement shall make direct all contributions required by the Exhibit A collective bargaining agreement exclusively to the defined contribution Annuity Fund plan. Any such Contractor shall not participate in nor contribute to the Teamsters' Pension Fund, and shall have no obligation to the such Pension Fund. Any Contractor who is already participating in and contributions as provided for in the Exhibit A collective bargaining agreement.
- B. Contractors shall be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.
- C. Should any contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, shall withhold from the subcontractor such disputed amount from the next advance, or installment payment for work performed and the

amount claimed and owed will be paid within thirty (30) days after receipt of the notification by the General Contractor, if not paid prior to said date by the delinquent contractor/subcontractor.

D. If a defined benefit pension fund covered by the terms and conditions of the project labor agreement has not adopted the building and construction industry exemption authorized by subsection (b) of section 4203 of the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1383(b)), the signatory employers shall not be obligated to hire employees covered by that fund.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

- A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedules:
 - 1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.
 - 2) Four-Day Work Week: Monday-Thursday; 4 days, 10 hours plus ½ hour unpaid lunch period each day.

If workers on the Project are unable to perform assigned tasks during the normal work week as a result of severe weather or other factor outside the control of the Parties, Contractors may designate a Saturday "make up day" (in the event of a 5-day work week) or a Friday "make up day" (in the event of a 4-day work week) for the performance of such tasks. Subject to the prevailing wage rate designated by the New Jersey Commissioner of Labor, any work performed on a designated make-up day shall be paid at the straight time wage rate.

- B. The Day Shift shall commence between the hours of 7:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 7:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractors.
- C. Scheduling Contractors shall have the option of scheduling either a five-day work week, or four-day work week (when mutually agreed upon on a craft-by-craft basis). Contractors shall also have the option to set the work day hours consistent with Project requirements, the

Project schedule, and minimization of interference with school operations traffic flow. When conditions beyond the control of the Contractors, such as severe weather, power failure, fire or natural disaster, prevent the performance of Project work on a regularly scheduled work day, Contractors may, with mutual agreement of the Local Union on a craft-by-craft basis, schedule Friday (where on 4, 10's) during the calendar week in which a workday was lost, at straight time pay; providing the employees involved work a total of 40 hours or less during that work week.

D. Notice – Contractor shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable CBA. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. Contractors shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

- A. Flexible Schedules Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with school operations. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the General Contractor and must be scheduled with not less than five work days notice to the Local Union.
- B. Second/Shift The second shift (starting between 2 p.m. and 8p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.
- C. Flexible Starting Times Shift starting times will be adjusted by Contractors as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.

- D. Four Tens When working a four-day work week, the standard work day shall consist of 10 hours work for 10 hours of pay at the straight time rate exclusive of an unpaid 1/2 hour meal period and regardless of the starting time. This provision is applicable to night shifts only, and such night shifts are subject to the shift differential in paragraph B above.
- E. It is agreed that when project circumstances require a deviation from the above shifts, the involved Unions and Contractors shall adjust the starting times of the above shifts or establish shifts which meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Years Day Labor Day

Presidents Day Veterans Day

Memorial Day Thanksgiving Day

Fourth of July Christmas Day

*Work shall be scheduled on Good Friday pursuant to the craft's CBA.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

- B. Payment Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable CBA.
- C. Exclusivity No holidays other than those listed in Section 4-A above shall be recognized nor observed except in Presidential Election years when Election Day is a recognized holiday.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to regular schedule

and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A. The Parties agree that the payment of "show up" time is not applicable if an employee refuses to perform his or her assigned tasks, except when contractor and the union mutually agree that a condition exists that would prevent the employee from safely performing such tasks.

- B. When an employee, who has completed their scheduled shift and left the Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable CBA.
- C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of a Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.
- D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.
- E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement and except where an applicable CBA requires a full weeks pay for forepersons.

SECTION 6. PAYMENT OF WAGES

A. Payday - Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractors at the job site by 10 a.m. on Thursdays unless stated in the local CBA. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

B. Termination-Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor may, if considered necessary for the protection of life and /or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor request that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall received no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable CBA.

SECTION 11. BREAK PERIODS

There may be rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Local area practice will prevail for coffee breaks that are not organized.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Subject to the prevailing wage rate designated by the New Jersey Commissioner of Labor, Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed the local CBA of the work force by craft. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate CBA.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New Jersey State and Federal Departments of Labor to ensure that minorities, women, or economically disadvantaged are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, a goal of 25% of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor request for minority, women or economically disadvantaged referrals to meet this Contractor effort.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by Contractors for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

Contractors retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

<u>ARTICLE 15 - NO DISCRIMINATION</u>

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures maybe established by Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16 - GENERAL TERMS

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SECTION 1. PROJECT RULES

Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADES

The welding/cutting torch and chain fall, are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TEMPORARY SERVICES

Unless there is active work ongoing at the Project, there shall be no requirement to man any aspect of the Project solely because: (a) safety lights, temporary heat, temporary ground heaters and pumps are left on during off-hours; or (b) equipment is charging during off-hours. Where there is active work ongoing at the Project during off-hours, temporary services shall be performed by trades employees assigned to other construction duties on the shift, within their trade jurisdiction.

If it is found that OSHA or New Jersey State regulations require a different manning of temporary or permanent heat, light, or power, those regulations will be complied with.

SECTION 5. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

The Contractor and the Unions will cooperate in seeking any NJS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the General Contractor's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in constructions where the Contractor voluntarily accepts the Agreement. The parties will enter in to negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, any Contractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. CBAs shall continue to be in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for the CBAs notify the General Contractor in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

- B. It is agreed that any provisions negotiated into the CBAs will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.
- C. Any disagreement between signatories to this Agreement over the incorporation into CBAs of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there by any lock-out affecting the Project by any Local Unions during the course of such renegotiations.

ARTICLE 19 HELMETS TO HARDHATS

The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Contractors and Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the *date of signing*,

United Building Trades Council of Southern New Jersey

Date: 812023

Dan Cosner, for the Council

County of Burlington

Date:

Eve Callinan, County Administrator

SECTION 00580 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidders shall be required to complete the Disclosure of Investment Activities in Iran located under the Attributes tab within the solicitation at https://burlcobids.ionwave.net.

*** END OF SECTION 00580 - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN ***

SECTION 00590 SECURITY FORMS AND BACKGROUND CHECK PROCEDURE

This project will be conducted in a secure facility and background checks for all employees working on site are REQUIRED.

The Background check process shall be as follows:

The employee shall fill out the attached IdentoGO form and make an appointment with the vendor for a universal fingerprint history check. The history check will be mailed to the employees home address. Upon receiving the history check performed by IdentoGO, the employee shall then fill out the Burlington County Background Check Form and submit a signed copy along with the background check provided by IdentoGO to the County Project Manager.

The County Project Manager shall then transfer the forms to the Sheriffs Department for review.

Upon receipt of the forms, the Sheriffs Department will review the information provided and determination if the employee is eligible to work on this project. The decision rendered by the Sheriffs Department is final, no exceptions will be made.

TWIC cards are not an acceptable form of Identification and a new check must be provided every 12 months.

Both Forms are Included herin for your use and distribution to employees.

The IdentoGO background check shall be provided to the County at no additional cost.

END OF SECTION 00590 - SECURITY FORMS AND BACKGROUND CHECK PROCEDURE

New	BURLINGTON C	OTC				
	SECURITY CLEARA	NCE REQUEST	FOR SUB			
	RLINGTON COUNT					
NAME: Last	First	Middle				
ADDRESS:	CITY	STATE	ZIP CODE			
DATE OF BIRTH	SOCIAL SECURITY # All applicable telephone nur		numbers			
VEHICLE MAKE/MODEL	VEHICLE TAG # AND STATE	DRIVERS LICENSE # &	STATE			
Please <u>print</u> all information <u>legibly</u> . <u>Any unreadable information will delay security background check and/or possible employment</u> . IF YOU HAVE A DRIVER'S LICENSE, YOU <u>MUST</u> LIST IT IN THE APPROPRIATE BOX. IF YOU DO <u>NOT</u> HAVE A DRIVER'S LICENSE, LIST "NONE" IN THE BOX. THIS INCLUDES AN I.D. ONLY.						
ANY INCOMPLETE FORMS WILL NOT BE ACCEPTED.						
1. Have you <u>ever</u> been arrested? ☐ Yes ☐ No (List all arrests)						
Date:Location	on:	Reason:	son:			
Date:Location	on:	Reason:				
Date:Location	ocation:Reason:					
2. Have you ever been convicted of a crime? ☐ Yes ☐ No						
Date: Loca	ation:	Reason:				
Date: Loca	ation:	Reason:				
3. List ANY and ALL names you have used in the past; to include maiden, married, nicknames, AKA's, etc						
FAILURE TO LIST ANY ARREST AND/OR CONVICTION WILL AUTOMATICALLY RESULT IN A FAILED BACKGROUND CHECK AND APPLICANT WILL NOT BE APPROVED FOR EMPLOYMENT.						

I hereby state and affirm that all the information listed above is true and accurate, and I give the Burlington

Date

County Sheriff's Department my permission to conduct a background security check.

PRESENT EMPLOYER:

Signature



New Jersey Universal Fingerprint Form

www.bioapplicant.com/nj

By Morphoriate Cort										
(1) Originating Agency Number (ORI #) NJPRR0000			(2) Category	/	(3) Statute Num 13:59-1	(3) Statute Number 13:59-1				
(4) Reason for Fingerprinting PERSONAL RECORD REQUEST					(5) Document Type (6) Payment Info			ayment Information 0.70		
(7) Contributor's Case # (Unique Identifier) PRR					(8) Miscellaneous					
(9) First Name		(10) MI (11) Last N		(11) Last Nam	ame					
(12) Daytime Phone Number () -	(13) Social Security		Number (Opti	onal) (1	(14) Date of Birth		5) Height	(16) Weight		
(17) Maiden or Alias Last Name		(18) Place of Birth (US State if US Citizen; Count			y for all others) (19) Country of Citizenship			of Citizenship		
(20) Home Address										
Address		City		State	Zip					
(21) Gender (Select one) [] Female [] Male [] Both	(22) Hair Color		(23) Eye Co	`		(24) Race (Select One) [A] Asian/ Pacific Islander (includes Asian Indian) [B] Black [I] American Indian / Alaska Native [W] White (Includes Hispanic/ Spanish Origin) [U] Unknown				
(25) Occupation / Position (with respect to Requirement)	ployer / Organization l	Name (with re	espect to Requir	rement)						
	City				State	Zip				
Identification Requirement - Acceptable Identification must be presented at the time of printing. Identification presented MUST be one (1) document that is current (not expired). A combination of documents will not be accepted. The single document must include the following criteria: Photo, Name, Address (home/employer), Date of Birth. Acceptable ID must be issued by a Federal, State, County or Municipal entity for identification purposes. Examples of acceptable ID are: 1) Valid U.S. State Photo Driver's License/ Non Driver's License, 2) U.S. Passport, 3) USCIS Permanent Resident ID Card (issued after 5/10/2010), and 4) USCIS Employment Authorization Card (issued after 10/31/2010).										

Please READ This Form Carefully:

Follow all of the instructions provided by your agency/employer to complete the fingerprint process. You must have this form (Blocks 1 through 26) completed prior to scheduling your fingerprint appointment via the website or call center. **PLEASE PRINT LEGIBLY.** It is **required** that you **present** this completed Universal Fingerprint Form, IDG_NJAPP_020115_V2, at your scheduled appointment.

Appointment Scheduling:

Scheduling is available anytime at www.bioapplicant.com/nj. Appointments may also be scheduled through our Call Center. English and Spanish speaking agents are available at 1-877-503-5981, Monday through Friday, 8:00AM to 5:00PM EST and Saturday, 8:00AM to 12 Noon EST.

Payment:

When an applicant is responsible for payment, payment is required at the time of scheduling. The following forms of payment are accepted: Visa, MasterCard, prepaid debit cards, or electronic debit (ACH) from a checking account. Accounts will be debited immediately.

Cancel/ Reschedule

Appointments may be canceled or rescheduled via the website or the call center <u>before the deadline of 5PM EST</u> the business day prior to the scheduled appointment (Saturday Noon for Monday appointments). An appointment fee of \$10.00 plus tax (\$10.70) will be incurred by applicants who do not cancel/reschedule their appointment prior to the deadline. MorphoTrust will refund the remainder of the fee paid (state/federal search fees) to the original payment method.

Unable to be Fingerprinted:

An applicant is considered "Unable to be Fingerprinted" for any of the following reasons: Failure to appear for scheduled appointment, inability to present proper identification, inability to present this completed Universal Fingerprint Form IDG_NJAPP_020115_V2, or the information on this form does not exactly match the information provided during the scheduling process. Applicants unable to be fingerprinted will incur a \$10.00 plus tax (\$10.70) appointment fee. MorphoTrust will refund the remainder of the fee paid (state/federal search fees) to the original payment method.

PCN and Receipts:

Upon the completion of fingerprinting you will be assigned a PCN number. The PCN will be recorded on this form and on your receipt. MorphoTrust will not provide duplicate receipts, PCN Numbers or any appointment/printing information after the time of printing.

Applicant ID	Payment	PCN:
Number:	Authorization:	
Scheduled	Scheduled	Scheduled
Day & Date:	Time:	Site:
Agency Information:		

You **MUST** retain a copy of this form and the receipt of printing for your personal records.

SECTION 00600 NON-DEBARMENT CERTIFICATION

Bidders shall be required to complete the Non-Debarment Certification located under
the Attributes tab within the solicitation at https://burlcobids.ionwave.net .

*** END OF SECTION 00600 NON-DEBARMEN CERTIFICATION***

SECTION 00700 ANTI-DESCRIMINATION AGREEMENT

The Anti-Discrimination Agreement shall be submitted electronically under the Attributes tab at https://burlcobids.ionwave.net

*** END OF SECTION 00700 ANTI-DESCRIMINATION AGREEMENT***

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Work restrictions.
 - 4. Specification and Drawing conventions.
- B. Related Requirements:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
 - 2. Division 01 Section "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

1.4 PROJECT INFORMATION

- A. Project Identification: 2023/2024 Westampton Complex Upgrades Phase 2: Human Services Building Interior Renovations
 - 1. Project Location: 795 Woodlane Road, New Jersey.
- B. Architect: Netta Architects LLC.
- C. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:
 - 1. Mechanical Plumbing Electrical Fire Protection Engineer: Engineering Dirven Design, PC.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

SUMMARY 011000 - 1

Interior renovation of existing Human Services Building, restrooms and tenant spaces for the County
of Burlington Westampton, NJ. Work includes demolition, framing, new partitions, new interior
finishes, doors, water closets, lavatories, mechanical, plumbing, electrical and fire protection and
related equipment and other Work indicated in the Contract Documents.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.
- C. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 - 3. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

SUMMARY 011000 - 2

August 22, 2023 Bid Issue 2023/2024 Westampton Complex Upgrades- Phase 2 Human Services Building Interior Renovations Burlington County - 795 Woodlane Rd Westampton, New Jersey

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SUMMARY 011000 - 3

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

Section includes administrative and procedural requirements for substitutions.

A. Related Requirements:

Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

Documentation: Show compliance with requirements for substitutions and the following, as applicable:

Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

- a. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
- b. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- d. Samples, where applicable or requested.
- e. Certificates and qualification data, where applicable or requested.
- f. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
- g. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
- h. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- i. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- j. Cost information, including a proposal of change, if any, in the Contract Sum.
- k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
- l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.

a. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

Requested substitution is consistent with the Contract Documents and will produce indicated results.

- a. Substitution request is fully documented and properly submitted.
- b. Requested substitution will not adversely affect Contractor's construction schedule.
- c. Requested substitution has received necessary approvals of authorities having jurisdiction.
- d. Requested substitution is compatible with other portions of the Work.
- e. Requested substitution has been coordinated with other portions of the Work.
- f. Requested substitution provides specified warranty.
- g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

- 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
- 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
- C. Contractor Fee: The maximum Contractor's fee and other charges related to approved change orders is as follows:
 - 1. Work performed by the Contractors subcontractors: 10% of the cost of the work for the Subcontractor and 5% of that cost for the Contractor.
 - 2. Work performed by the Contractor: 15% of the cost of the work for the Contractor.
 - 3. Insurance cost shall be at the percentage included in the approved schedule of values.
 - 4. Bond Cost shall be at the percentage included in the approved schedule of values.
 - 5. When changed work is funded through base bid Contract Allowances, there shall be no payment for insurance and bond cost as they are included in the base bid amount.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section and relevant Attachments.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.

- c. Contractor's name and address.
- d. Date of submittal.
- 2. Arrange schedule of values consistent with format of AIA Document G703.
- 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Description of the Work.
 - b. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
- 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 5. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-inplace may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 6. Schedule Updating: Update and resubmit the schedule before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
 - 2. Payment will be made based on the percentage completed of the phase contract amount plus allowable reimbursable expenses per the schedule submitted.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
 - 1. A Owners Claim Voucher and itemized invoice shall be submitted monthly to the Owners Project Manager for review, no later than the second (2nd) Wednesday of the month. Submit final approval by the Owner no later than the fourth (4th) Wednesday of each month, will be required prior to the release of the payment
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
 - 1. In addition to the AIA G702 and AIA G703 documents, submit the Owners Claim Voucher.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

- 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
- Include amounts for work completed following previous Application for Payment, whether or not
 payment has been received. Include only amounts for work completed at time of Application for
 Payment.
- 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: At the sole option of the Owner, payments may be made for materials stored off site. If this billing is permitted, include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored on-site, but not yet installed.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of values.

- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

- 1. Project name.
- 2. Project number.
- 3. Date.
- 4. Name of Contractor.
- 5. Name of Architect.
- 6. RFI number, numbered sequentially.
- 7. RFI subject.
- 8. Specification Section number and title and related paragraphs, as appropriate.
- 9. Drawing number and detail references, as appropriate.
- 10. Field dimensions and conditions, as appropriate.
- 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
- 12. Contractor's signature.
- 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were returned without action or withdrawn.

- 5. RFI description.
- 6. Date the RFI was submitted.
- 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Pre-construction Conference: Architect may schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 - 1. Conduct the conference to review responsibilities and personnel assignments.
 - 2. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Use of the premises and existing building.
 - l. Working hours.
 - m. Owner's occupancy requirements.
 - n. Responsibility for temporary facilities and controls.
 - o. Procedures for disruptions and shutdowns.
 - p. Parking availability.
 - q. Equipment deliveries and priorities.
 - r. Security.
 - s. Progress cleaning.
 - 1. Minutes: The Architect will record and distribute meeting minutes.
- C. Progress Meetings: Conduct progress meetings at biweekly intervals.

- 1. Coordinate dates of meetings with preparation of payment requests.
- 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
- 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Status of submittals.
 - 2) Deliveries.
 - 3) Progress cleaning.
 - 4) Quality and work standards.
 - 5) Status of correction of deficient items.
 - 6) Field observations.
 - Status of RFIs.
- 4. Minutes: The Architect will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Progress construction photographs.
 - 3. Final completion construction photographs.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
 - 2. Division 01 Section "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

1.3 PHOTOGRAPHS

A. Basis for Bids: Base number of construction photographs on average of 20 photographs per week over the duration of Project.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For photographer.
- B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- C. Digital Photographs: Submit image files within three days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
 - 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Date photograph was taken.

- f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- g. Unique sequential identifier keyed to accompanying key plan.

1.5 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- C. Preconstruction Photographs: Before commencement of excavation, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
 - 1. Flag excavation areas before taking construction photographs.
 - 2. Take no less than 10 photographs to show existing conditions adjacent to property before starting
 - 3. Take no less than 10 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Construction Progress Photographs: Take no less than 10 photographs monthly (hard copies and CD to be submitted), coinciding, with timing each month adjusted to coincide with the cutoff date associated

with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

- E. Architect-Directed Construction Photographs: From time to time, Architect will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 20 color photographs (hard copies and CD to be submitted) after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.
 - 1. Do not include date stamp.
- G. Additional Photographs: Architect may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum
 - 1. Three days' notice will be given, where feasible.
 - 2. In emergency situations, take additional photographs within 24 hours of request.
 - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Technical specification sections or all CSI Divisions indication specific types of submittals required .

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

- 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
- 2. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Provide the Owner and Architect with a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

- 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule, as well as any long lead time items to be procured in advance of their need per the Construction Schedule.
- 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
- 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
- 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Identify and submit those items with long lead times for procurement.
 - 3. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 4. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 10 business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 5 business days for review of each resubmittal. Allow additional time if coordination with subsequent submittals is required.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 business days for initial review of each submittal.

- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of manufacturer.
 - f. Number and title of appropriate Specification Section.
 - g. Drawing number and detail references, as appropriate.
 - 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 - 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Use AIA Document G810.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 - 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.

- h. Submittal purpose and description.
- i. Specification Section number and title.
- j. Specification paragraph number or drawing designation and generic name for each of multiple items.
- k. Drawing number and detail references, as appropriate.
- 1. Location(s) where product is to be installed, as appropriate.
- m. Related physical samples submitted directly.
- n. Indication of full or partial submittal.
- o. Transmittal number, numbered consecutively.
- p. Submittal and transmittal distribution record.
- q. Other necessary identification.
- r. Remarks.
- 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- 6. If the Contractor elects to use electronic submittals, and the Owner allows that process, all related printing for the Owner's Representative, architect and consultants is to be done on an urgent basis by the Contractor solely at the Contractor's cost.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.

- a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- 2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
- 3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
- 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Submit Product Data in the following format:
 - a. PDF electronic file.
 - b. Three paper copies of Product Data unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Compliance with specified standards.
 - c. Notation of coordination requirements.
 - d. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 - 3. Submit Shop Drawings in the following format:

- a. PDF electronic file.
- b. Two opaque (bond) copies of each submittal. Architect will return one copy (ies).
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- E. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- F. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- G. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- I. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

J. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. The Owner will employ a firm to perform Specialized Inspection and Testing services.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify

personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.

- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems 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.
- C. Fabricator Qualifications: A firm experienced in producing products 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.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

- 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
- 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
- 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND 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 temporary facilities and controls, including temporary utilities, support facilities, and security, protection facilities.
- B. The contractor shall be responsible for the installation, coordination, fees, removal and utility use costs for all temporary utilities, support facilities, and security and protection facilities. The contractor shall not tie into the existing utilities. Contractor shall coordinate trailer location with cm/owner.
- C. The contractor may use the new permanent mechanical heating and cooling systems if the filters are replaced and ducts cleaned afterwards, however, all warranties and guarantees shall begin on the date of substantial completion (i.e., temporary or final certificate of occupancy), not the start-up date. Contractor to pay all start-up and temporary use cost related to union jurisdiction(s) work rules.
- D. Temporary utilities include, but are not limited to, the following:
 - 1. Sanitary facilities, including drinking-water facilities.
 - 2. Heating and cooling facilities.
 - 3. Ventilation.
 - 4. Electric power service.
 - 5. Lighting.
 - 6. Telephone service.
- E. Support facilities include, but are not limited to, the following:
 - 1. Project identification and temporary signs.
 - 2. Waste disposal facilities and site cleaning.
 - 3. Construction aids and miscellaneous services and facilities.
- F. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Barricades, warning signs, lights and safety barriers.
 - 3. Temporary enclosures.
 - 4. Temporary partitions.
 - 5. Fire protection.

- G. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary enclosure, roofing etc. is complete, insulated, and weather-tight; exterior walls are insulated and weather-tight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: the contractor shall pay for all temporary utility use costs. Cost or use charges for temporary facilities are not chargeable to Owner, Construction Manager or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 - 1. Owner's construction forces.
 - 2. Occupants of Project.
 - 3. Architect
 - 4. Testing agencies.
 - 5. Personnel of authorities having jurisdiction.
- B. Electric Power Service: the contractor shall Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

1.5 SUBMITTALS

- A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

1.6 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 - 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Utilities: At date of substantial completion, or earlier date when acceptable to Owner, change over from use of temporary service to use of permanent service. Contractor shall continue to pay all temporary utility costs up to the date of substantial completion even if permanent services are in use.
 - 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
 - 2. Specified warranties shall not be reduced or voided by temporary use of permanent facilities. All warranties and guarantees start at date of certificate of occupancy or temporary certificate of occupancy.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work at no additional cost.
 - 3. Contractor shall provide temporary covers over all return registers and provide new clean filters at time of certificate of occupancy or temporary certificate of occupancy. If ducts require cleaning as a result of temporary heat or air conditioning, the contractor shall clean said ductwork. All costs for cleaning the ductwork shall be by the contractor.
 - 4. Dumpster location: Coordinate the dumpster locations with the construction manager. The general contractor shall be responsible for obtaining and maintaining all the dumpsters and clean all work areas throughout the course of the project.

PART 2 - PRODUCTS

2.1 Construction Field Office:

- A. All materials and equipment shall be purchased by the contractor and become property of Burlington County at the completion of the project. All equipment shall be supplied to the county at least 10 calendar days before the start of work.
 - 1: Office Size Requirements:

The County will use an existing field office located at 795 Woodlane Road, Westampton, NJ. The Contractor will need to provide an office trailer for their use.

2: Utilities and Lighting:

The County will provide utilities and lighting for their existing field office at 795 Woodlane Road, Westampton, NJ 08060

3: Lavatory:

The Contractor will need to provide a Porta John for their use, Refer to Section 3.2.F in this Specification Section. The Contractor's employees shall <u>not</u> be permitted to use the indoor facilities.

4: Miscellaneous Equipment:

The contractor shall provide the following:

a. Photography Equipment:

- a. One (1) Flir One Edge Pro
- i. Flir One Edge Pro for Android
- ii. Thermal Resolution 160X120
- iii. Battery Life Approximately 2 Hours 30 Minutes
- iv. Accuracy to +/- 5.4 Degrees Fahrenheit
- v. Focus 30 cm0 Infinity
- vi. Frame Rate 8.7Hz
- vii. Shutter Automatic/Maunal
- viii. Capture modes Video and still
- ix. Charging female USB-C
 - b. One (1) Sony RX100 VII Compact Camera
- i. 1" Sensor
- ii. 20.1 MP
- iii. 4K Video
- iv. 8X/24-200MM F2.8-4.5 Zoom Lens
- v. Accessories to be included:
 - 1. Additional Battery
 - 2. LCJ-RXK Jacket Case for RX100 Series
 - 3. Two (2) 128 GB Extreme Memory Cards

b. Communication Equipment:

- a. Five (5) UNLOCKED cellular phones
- i. Four (4) iOS Pro device
- 1. Minimum 6.7" diagonal display
- 2. Minimum storage of 512GB
- 3. Super Retina XDR Display
- 4. A16 Bionic chip
- 5. Emergency SOS Via Satellite
- 6. Pro Camera System
- a. 48MP Main
- b. Ultra Wide
- c. Telephoto
- d. Photonic Engine
- 7. 4K video recording
- 8. Accessories to be included:
- a. Otterbox defender screenless case
- b. 3 Tempered glass screen protectors per device
- c. 20 Watt USB-C Power Adapter
- ii. One (1) Android Galaxy Device
 - 1. Minimum 6.8" diagonal edge display
 - 2. Minimum Storage 1TB
 - 3. Snapdragon 8 Gen 2 Processor
 - 4. Ultrasonic Fingerprint sensor
 - 5. Camera System
 - a. 12 MP Ultra Wide Camera
 - b. 200 MP Wide Angle Camera
 - c. 12 MP Front Camera

- d. 10 MP Telephoto Camera
- e. 3x and 10x optical zoom
- 6. 5000mAh battery capacity
- 7. Corning Gorilla Glass
- 8. Armor Aluminum Frame
- 9. IP68 Water Resistance
- 10. Accessories to be included:
- a. Otterbox commuter case
- b. 3 Tempered glass screen protectors per device
- c. Wireless charging pad

c. Computer Equipment:

- a. One (1) 16" Laptop
- i. 16.2" Liquid Retina XDR Display
- ii. M2 Pro Chip
 - 1. 12 Core CPU
 - 2. 16 Core Neural Engine
- 3. 100GB/s Bandwith
- iii. 16GB Unifed Memory
- iv. 1TB SSD Storage
- v. 100 Watt Hour Lithium Polymer Battery
- vi. Three Thunderbolt 4 Ports
- vii. HDMI Port
- viii. SDXC Card Slot
- ix. MagSafe 3 Port
- x. 140W USB-C Power Adapter
- xi. Backlit Magic Keyboard with Touch ID
- xii. Accessories to be included:
 - 1. One (1) USB-C to USB Adapter
 - 2. One (1) USB-C Digital AV Multiport Adapter
 - b. One (1) Tablet
 - i. 12.9" Liquid Retina XDR Display
- ii. 512 GB Storage
- iii. M2 Chip
- iv. 10 Core GPU
- v. 16 Core Neural Engine
- vi. 8 GB Ram
- vii. Pro Camera System Wide and Ultra Wide Cameras
- viii. 12MP Wide Angle
- ix. 10MP Ultra Wide Angle
- x. 2X Optical Zoom
- xi. 4K Video
- xii. Wifi 6E Dual Band
- xiii. Bluetooth 5.3
- xiv. 40.88 Watt Hour Rechargeable Battery
- xv. iPadOS 16 Operating System
 - 1. Accessories to be included:
 - a. Magic Keyboard
 - b. Apple Pencil

2.2 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
- C. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36.
- D. Paint: Comply with requirements in Division 9 Section "Painting."
- E. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- F. Water: Potable.

2.3 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Drinking-Water Fixtures: bottled-water drinking-water units, including paper cup supply.
 - 1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 degree F.
- D. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- E. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

- C. Safety barriers: the general contractor shall erect safety barriers to deter and prohibit unauthorized access to the construction site. Such barriers may take the form of fences and shall be clearly marked with signage prohibiting unauthorized access. The general contractor shall be responsible for safety barriers within the building. The contractor shall be liable for damages to persons or property due to the construction process if adequate safety measures are not undertaken. The architect shall review safety precautions for their adequacy but shall not be held liable for contractor's failure to maintain or provide adequate protection.
- D. Each contractor shall take all necessary precautions to ensure the safety of all structural elements during all phases of all work. No materials, cranes, trucks or any other construction loads shall be placed on any part of the structure until the contractor has determined the adequacy of that structure to carry the intended load without damage or overstress.
- E. Remove temporary facilities when no longer needed, or when use of appropriate permanent facility is approved, but not later than substantial completion.
 - 1. Exception: When the architect or owner requests usage.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- C. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
 - 2. Provide warning signs at power outlets other than 110 to 120 V.
 - 3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
 - 4. Provide metal conduit enclosures or boxes for wiring devices.
 - 5. Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
 - 6. Provide any 220-volt power that may be required for specialty equipment.
- D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic.

- 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- 2. Provide one (1) 150-W rough service incandescent lamp every 50 feet in traffic areas.
- 3. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.
- 4. Provide minimum ½ foot-candle at all paved surfaces.
- E. Sanitary Facilities: The Contractor shall provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: The use of Owner's existing toilet facilities will not be permitted.
- F. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
 - 1. Provide additional telephone lines for the following:
 - Provide a dedicated telephone line for each facsimile machine and computer in each field office.
 - b. Provide one telephone line(s) for Owner's use.
 - 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.

Provide superintendent with cellular telephone or portable two-way radio for use when away from field office. Electronic Communication Service.

3. Provide temporary electronic communication service, including electronic mail, in common-use facilities by way of an internet service provider (ISP) account with FIOS, cable modem or broadband service, with a static I.P. address.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Locate temporary field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities.
 - 2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
 - 3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

- B. Project Identification and Temporary Signs. Install sign in location selected by owner, construction manager and architect to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Owner's specific requirements for progress cleaning, and clean site on a daily basis.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
 - 1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch- thick exterior plywood.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 - 2. Vertical Openings: Close openings of 25 sq. ft. or less with plywood or similar materials.
 - 3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 - 4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
 - 5. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use fire-retardant-treated material for framing and main sheathing.
- E. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
 - 1. Construct dustproof partitions of not less than nominal 4-inch studs, 5/8-inch gypsum wallboard with joints taped on occupied side, and 1/2-inch fire-retardant plywood on construction side.
 - 2. Insulate partitions to provide noise protection to occupied areas.
 - 3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
 - 4. Protect air-handling equipment.
 - 5. Weather-strip openings.

- F. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Field Offices: Class A stored-pressure water-type extinguishers.
 - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
 - c. Locate fire extinguishers where convenient and effective for their intended purpose; provide 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 firefighting. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
 - 5. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
 - Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
- G. Temporary Railings: The Contractor is responsible for the furnishing, installation, maintenance and removal of safety, fall and opening protection, etc., associated with their work in the existing building.
 - 1. The Contractor is responsible for the removal and immediate replacement, at the conclusion of their work, of all temporary protection measures as required in order to facilitate their work.
 - 2. No fall or opening protection shall be removed until the progress of the permanent work is installed in a manner that results in no hazard to any party.
 - 3. The installation of all barricades, enclosure, temporary partitions and other protective measures shall be performed in full compliance with the requirements of the New Jersey State Department of Labor, OSHA regulations and all other applicable Federal, State and Local laws.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused 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. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

- D. Temporary Facility Changeover: Except for using permanent fire protections as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Permanent Facilities Used During Construction: Clean; replace parts that are worn in excess of that expected during normal use.
 - 1. All warranties and guarantees shall start at time of substantial completion even if systems and equipment (i.e.; rooftop units, HVAC equipment.) Have been used for temporary services during construction.
- F. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures.".

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Section:

1. Division 1 Section "Contract Modification/Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Owner's Representative of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later. A/E will provide a substitution review one time only at no cost to the Contractor. If rejected, all subsequent substitutions submitted by the Contractor for that same item(s) will be reviewed by the A/E at the cost of the Contractor.

- a. Form of Approval: As specified in Division 1 Section 01330 "Submittal Procedures."
- b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturers written instructions.

B. Delivery and Handling:

- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
- 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
- 4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 5. Comply with product manufacturers written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- C. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the work.

- 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- 3. Evidence that proposed product provides specified warranty.
- 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
- 5. Samples, if requested.
- B. Second, third and fourth substitutions by the Contractor for the same product/material/equipment item will be reviewed by the A/E at the Contractor's expense.

END OF SECTION 016000

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. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.

B. Related Sections:

 Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Equipment supports.

- d. Piping, ductwork, vessels, and equipment.
- e. Noise- and vibration-control elements and systems.
- 2. 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.

1.5 WARRANTY

A. 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.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 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 the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.2 INSTALLATION

- General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. 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.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

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. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01 Section "Summary."
- E. 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.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. 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. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
- 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
- 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.
- 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 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.

3.5 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Recycling nonhazardous demolition and construction waste.
 - 2. Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- C. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

1.5 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 30 days of date established for the Notice to Proceed.

1.6 INFORMATIONAL SUBMITTALS

A. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

B. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.7 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with operation, termination, and removal requirements in Division 01 Section "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Identify or engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

- a. Inspect containers and bins for contamination and remove contaminated materials if found.
- 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
- 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
- 4. Store components off the ground and protect from the weather.
- 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

3.3 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 - 1. Pulverize concrete to maximum 1-1/2-inch size.
- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Pulverize masonry to maximum 1-inch size.
 - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- C. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- D. Piping: Reduce piping to straight lengths and store by material and size. Separate supports, hangers, valves, sprinklers, and other components by material and size.
- E. Conduit: Reduce conduit to straight lengths and store by material and size.

3.4 RECYCLING CONSTRUCTION WASTE

A. Packaging:

- 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
- 2. Polystyrene Packaging: Separate and bag materials.
- 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
- 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

- 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
- 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- C. Paint: Seal containers and store by type.

3.5 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

B. Related Requirements:

- 1. Division 01 Section "Execution" for progress cleaning of Project site.
- 2. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - 4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated file.
 - b. Three paper copies. Architect will return two copies.

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- B. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Remove debris and surface dust from limited access spaces, including plenums, shafts, trenches, equipment vaults and similar spaces.
 - f. Remove labels that are not permanent.
 - g. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - h. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Systems and equipment operation manuals.
 - 3. Systems and equipment maintenance manuals.
 - 4. Product maintenance manuals.

B. Related Requirements:

1. Division 01Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
 - 2. Submit three sets of Operation and Maintenance manuals, bound in 3-ring binders, for all equipment and products installed in the project for Owner.
- C. Comply with Division 01Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and contact information for Contractor.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
 - 1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
 - 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.8 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Operating procedures.
 - 3. Wiring diagrams.
 - 4. Control diagrams.
- C. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Engineering data and tests.
 - 6. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Routine and normal operating instructions.
 - 3. Instructions on stopping.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.9 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

- 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
- 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 4. Aligning, adjusting, and checking instructions.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of maintenance manuals.

1.10 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. Schedule for routine cleaning and maintenance.
 - 4. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Division 01 Section "Execution" for final property survey.
 - 2. Division 01 Section "Closeout Procedures" for general closeout procedures.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
- B. Record Specifications: Submit one paper copy or annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy or annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

- 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
- 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Revisions to electrical circuitry.
 - d. Changes made by Change Order or Construction Change Directive.
- 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
- 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
- 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file, paper copy or scanned PDF electronic file(s) of marked-up paper copy of Product Data.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.
- 2. Salvage of existing items to be reused or stored.

B. Related Requirements:

- 1. Division 01 Section "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Division 01 Section "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

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

1.5 CLOSEOUT SUBMITTALS

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

1.6 FIELD CONDITIONS

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

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

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

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."

3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain adequate ventilation when using cutting torches.
 - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 9. Dispose of demolished items and materials promptly.
- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.
- C. Removed and Salvaged Items:
 - 1. Clean salvaged items.
- D. Removed and Reinstalled Items: Items include, but are not limited to, wire shelving, display cases wall mounted plaques, etc.
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

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3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw and then remove masonry between saw cuts.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.
 - 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. Unless otherwise directed, remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 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 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Framing with dimension lumber.
- 2. Equipment bases and support curbs.
- 3. Wood blocking, cants, and nailers.
- 4. Plywood backing panels.

B. Related Sections:

- Division 06 Section "Plastic Laminate Faced Architectural Cabinets, and Plastic Laminate Clad Countertops."
- 2. Division 12 Section "Solid Surfacing Countertops"

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 - 3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 - 4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Preservative-treated wood.
 - 2. Fire-retardant-treated wood.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA C2.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - 2. Wood sills, sleepers, blocking and similar concealed members in contact with masonry or concrete.
 - 3. Wood framing attached directly to the interior of below-grade exterior masonry or concrete walls.
 - 4. Wood framing members that are less than 18 inches above the ground in crawl spaces or unexcavated areas.
 - 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood).
 - 1. Use treatment that does not promote corrosion of metal fasteners.
 - 2. Use Exterior type for exterior locations and where indicated.
- B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.

- C. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
- D. Application: Treat all miscellaneous carpentry, unless otherwise indicated.

2.4 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 15 percent.
- B. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade of any species.
- C. Other Framing: No. 2 grade and the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Southern pine; SPIB.
 - 3. Douglas fir-larch; WCLIB or WWPA.

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Equipment bases and support curbs.
 - 4. Cants.
 - 5. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 15 percent maximum moisture content of any species.
- C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
 - 1. Mixed southern pine, No. 2 grade; SPIB.
 - 2. Eastern softwoods, No. 2 Common grade; NELMA.
 - 3. Northern species, No. 2 Common grade; NLGA.
 - 4. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.
- D. For blocking not used for attachment of other construction Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.6 PLYWOOD BACKING PANELS

A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exterior, AC, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1.
- G. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.8 METAL FRAMING ANCHORS

- A. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
 - 1. Use for interior locations where stainless steel is not indicated.
- B. Stainless-Steel Sheet: ASTM A 666, Type 304.
 - 1. Use for exterior locations and where indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports, unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- F. Provide fire blocking in stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal-thickness.
- G. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- I. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code.

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- 4. Table 2305.2, "Fastening Schedule," in BOCA's BOCA National Building Code.
- 5. Table 2306.1, "Fastening Schedule," in SBCCI's Standard Building Code.
- 6. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
- 7. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in ICC's International One- and Two-Family Dwelling Code.
- J. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

END OF SECTION 061053

SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Shop finishing of interior woodwork.
- B. Related Sections:
 - 1. Division 06 Section "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing woodwork and concealed within other construction before woodwork installation.
 - 2. Division 06 Sections "Plastic-Laminate-Faced Architectural Cabinets" and "Plastic-Laminate-Faced Wood Paneling"
 - 3. Division 12 Sections "Plastic-Laminate-Clad Countertops" and "Simulated Stone Countertops."

1.3 DEFINITIONS

A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

1.4 SUBMITTALS

- A. Product Data: For panel products, high-pressure decorative laminate, adhesive for bonding plastic laminate, solid-surfacing material, cabinet hardware and accessories and finishing materials and processes.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, shelving and other components.
 - 1. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 2. Show locations and sizes of cutouts and holes for plumbing fixtures and other items installed in architectural woodwork. Show wiring as required for lighting elements.
 - 3. Apply WI-certified compliance label to first page of Shop Drawings.

C. Samples for Verification:

- 1. Lumber with or for transparent finish, not less than 50 sq. in., for each species and cut, finished on 1 side and 1 edge.
- 2. Veneer-faced panel products, including cork materials, with or for transparent finish, 8 by 10 inches, for each species and cut. Include at least one face-veneer seam and finish as specified.
- 3. Exposed hardware and accessories, one unit for each type.
- D. Product Certificates: For each type of product, signed by product manufacturer.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Fire-Test-Response Characteristics: Where fire-retardant materials or products are indicated, provide materials and products with specified fire-test-response characteristics as determined by testing identical products per test method indicated by UL, ITS, or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify with appropriate markings of applicable testing and inspecting agency in the form of separable paper label or, where required by authorities having jurisdiction, imprint on surfaces of materials that will be concealed from view after installation.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.

1.8 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Product: Subject to compliance with requirements, provide product indicated on Finish Schedule on Drawings.

2.2 MATERIALS

- A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.
- B. Wood Species and Cut for Transparent Finish: Cherry, plain sawn or quarter sliced.
- C. Wood Products: Comply with the following:
 - 1. Hardboard: AHA A135.4.
 - 2. Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde.
 - 3. Particleboard: ANSI A208.1, Grade M-2-Exterior Glue.
 - 4. Softwood Plywood: DOC PS 1.
 - 5. Provide furring as required.
- D. Aluminum Trim: Fabricated from not less than 0.062-inch- thick, extruded aluminum; of size and shape indicated on Drawings.
 - 1. Metal Reveal (MR1): Provide extruded aluminum channel reveal; refer to Finish Schedule on Drawings for manufacturer and model.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this Article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified.
 - 1. Do not use treated materials that do not comply with requirements of referenced woodworking standard or that are warped, discolored, or otherwise defective.
 - 2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
 - 3. Identify fire-retardant-treated materials with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Comply with performance requirements of AWPA C20 (lumber) and AWPA C27 (plywood). Use the following treatment type:
 - 1. Exterior Type: Organic-resin-based formulation thermally set in wood by kiln drying.
 - 2. Interior Type A: Low-hygroscopic formulation.
 - 3. Mill lumber after treatment within limits set for wood removal that do not affect listed fire-test-response characteristics, using a woodworking plant certified by testing and inspecting agency.

- 4. Mill lumber before treatment and implement special procedures during treatment and drying processes that prevent lumber from warping and developing discolorations from drying sticks or other causes, marring, and other defects affecting appearance of treated woodwork.
- 5. Kiln-dry materials before and after treatment to levels required for untreated materials.
- C. Fire-Retardant Particleboard: Panels complying with the following requirements, made from softwood particles and fire-retardant chemicals mixed together at time of panel manufacture to achieve flame-spread index of 25 or less and smoke-developed index of 25 or less per ASTM E 84.
 - 1. For panels 3/4 inch thick and less, comply with ANSI A208.1 for Grade M-2 except for the following minimum properties: modulus of rupture, 1600 psi; modulus of elasticity, 300,000 psi; internal bond, 80 psi; and screw-holding capacity on face and edge, 250 and 225 lbf, respectively.
 - 2. For panels 13/16 to 1-1/4 inches thick, comply with ANSI A208.1 for Grade M-1 except for the following minimum properties: modulus of rupture, 1300 psi; modulus of elasticity, 250,000 psi; linear expansion, 0.50 percent; and screw-holding capacity on face and edge, 250 and 175 lbf, respectively.
- D. Fire-Retardant Fiberboard: Medium-density fiberboard panels complying with ANSI A208.2, made from softwood fibers, synthetic resins, and fire-retardant chemicals mixed together at time of panel manufacture to achieve flame-spread index of 25 or less and smoke-developed index of 200 or less per ASTM E 84.

2.4 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.
- C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.

2.5 FABRICATION, GENERAL

- A. Interior Woodwork Grade: Unless otherwise indicated, provide Premium-grade interior woodwork complying with referenced quality standard.
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.
- D. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
 - 1. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members and Rails: 1/16 inch.
- E. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

- F. Shop-cut openings to maximum extent possible to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
 - 1. Seal edges of openings in countertops with a coat of varnish.

2.6 CLOSET AND UTILITY SHELVING

- A. Grade: Premium.
- B. Shelf Material: 3/4-inch thermoset decorative panel with PVC or polyester edge banding.
- C. Cleats: 3/4-inch thermoset decorative panel.

2.7 SHOP FINISHING

- A. Grade: Provide finishes of same grades as items to be finished.
- B. General: Finish architectural woodwork at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.
 - 1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to back of paneling and to end-grain surfaces. Concealed surfaces of plastic-laminate-clad woodwork do not require backpriming when surfaced with plastic laminate, backing paper, or thermoset decorative panels.

C. Transparent Finish:

- 1. Grade: Premium.
- 2. AWI Finish System: Nitrocellulose lacquer.
- 3. Staining: Match Architect's sample.
- 4. Wash Coat for Stained Finish: Apply wash-coat sealer to woodwork made from closed-grain wood before staining and finishing.
- 5. Sheen: Unless otherwise indicated, satin, 31-45 gloss units measured on 60-degree gloss meter per ASTM D 523.

2.8 SOLID SURFACE COUNTERTOP MATERIALS

- A. Basis of Design Product: Subject to compliance with requirements, provide Basis of Design product as shown on Finish Schedule.
- B. Solid Surface Material: Homogeneous-filled plastic resin complying with ISFA 2-01.
 - 1. Type: Provide Standard type unless Special Purpose type is indicated.
 - 2. Integral Sink Bowls: Comply with CSA B45.5/IAPMO Z124.
 - 3. Colors and Patterns: Refer to Finish Schedule on Drawings. .

C. Fabrication

1. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."

- a. Grade: Premium.
- 2. Countertops: 3/4-inch- thick, solid surface material unless noted otherwise.
- 3. Backsplashes: 3/4-inch- thick, solid surface material.
- 4. Fabricate tops with shop-applied edges unless otherwise indicated. Comply with solid surface material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
- 5. Fabricate with loose backsplashes for field assembly.

D. Cutouts and Holes:

- 1. Undercounter Plumbing Fixtures: Make cutouts for fixtures using template or pattern furnished by fixture manufacturer. Form cutouts to smooth, even curves.
 - a. Provide vertical edges, slightly eased at juncture of cutout edges with top and bottom surfaces of countertop and projecting 3/16 inch into fixture opening.
- 2. Fittings: Drill countertops in shop for plumbing fittings, undercounter soap dispensers, and similar items.

E. Installation Materials

- 1. Adhesive: Product recommended by solid surface material manufacturer.
- 2. Sealant for Countertops: Comply with applicable requirements in Division 07 Section "Joint Sealants."

PART 2 - EXECUTION

1. PREPARATION

- a. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- b. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and back priming.

2. INSTALLATION

- a. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.
- b. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.
- c. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.
- d. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- e. Fire-Retardant-Treated Wood: Handle, store, and install fire-retardant-treated wood to comply with chemical treatment manufacturer's written instructions, including those for adhesives used to install woodwork.
- f. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.
- g. Paneling: Anchor paneling to supporting substrate with concealed panel-hanger clips. Do not use face fastening, unless.

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- 1) Install flush paneling with no more than 1/16 inch in 96-inch vertical cup or bow and 1/8 inch in 96-inch horizontal variation from a true plane.
- h. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.

3. ADJUSTING AND CLEANING

- a. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- b. Clean, lubricate, and adjust hardware.
- c. Clean woodwork on exposed and semi-exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 064023

SECTION 064116 - PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Plastic-laminate-faced architectural cabinets.
- 2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-faced architectural cabinets unless concealed within other construction before cabinet installation.

B. Related Requirements:

1. Division 06 Sections "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets and concealed within other construction before cabinet installation.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product, including panel products high-pressure decorative laminate adhesive for bonding plastic laminate and cabinet hardware and accessories.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
 - 1. Show details full size.
 - 2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 3. Show locations and sizes of cutouts and holes for items installed in architectural plastic-laminate cabinets.

C. Samples for Initial Selection:

- 1. Plastic laminates.
- 2. PVC edge material.

D. Samples for Verification:

- 1. Plastic laminates, 8 by 10 inches, for each color, pattern, and surface finish, with one sample applied to core material and specified edge material applied to one edge.
- 2. Corner pieces as follows:

- a. Cabinet-front frame joints between stiles and rails, as well as exposed end pieces, 18 inches high by 18 inches wide by 6 inches deep.
- b. Miter joints for standing trim.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Certificates: For each type of product.
 - 1. High-pressure decorative laminate.
 - 2. Adhesives.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products like those required for this Project and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Fabricator of products.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver cabinets until painting and similar operations that could damage woodwork have been completed in installation areas. If cabinets must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity between 25 and 55 percent during the remainder of the construction period.
- C. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed, and indicate measurements on Shop Drawings.
- D. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.8 COORDINATION

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A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that cabinets can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Products: The Basis-of-Design for plastic laminates are shown on the Finish Schedule. Subject to compliance with requirements, provide the Basis-of-Design products or equal.

2.2 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS (PL1)

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural plastic-laminate cabinets indicated for construction, finishes, installation, and other requirements.
 - 1. Provide labels from AWI certification program indicating that woodwork complies with requirements of grades specified.
- B. Grade: Premium.
- C. Type of Construction: Frameless.
- D. Cabinet, Door, and Drawer Front Interface Style: Flush overlay.
- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by woodwork quality standard.
- F. Laminate Cladding for Exposed Surfaces:
 - 1. Horizontal Surfaces: Grade HGS.
 - 2. Postformed Surfaces: Grade HGP.
 - 3. Vertical Surfaces: Grade HGS.
 - 4. Edges: Grade HGS.
 - 5. Pattern Direction: Vertically for drawer fronts, doors, and fixed panels.
- G. Materials for Semiexposed Surfaces:
 - 1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade VGS.
 - a. Edges of Plastic-Laminate Shelves: PVC tape, 0.018-inch minimum thickness, matching laminate in color, pattern, and finish.
 - b. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS.
 - 2. Drawer Sides and Backs: Solid-hardwood lumber.
 - 3. Drawer Bottoms: Hardwood plywood.

- H. Dust Panels: 1/4-inch plywood or tempered hardboard above compartments and drawers unless located directly under tops.
- I. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
 - 1. Join subfronts, backs, and sides with glued rabbeted joints supplemented by mechanical fasteners or glued dovetail joints.
- J. Colors, Patterns, and Finishes: Refer to Finish Schedule.

2.3 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
 - 1. Wood Moisture Content: 5 to 10 percent.

2.4 CABINET HARDWARE AND ACCESSORIES

- A. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 100 degrees of opening.
- B. Back-Mounted Pulls: BHMA A156.9, B02011.
- C. Shelf Rests: BHMA A156.9, B04013; metal.
- D. Drawer Slides: BHMA A156.9.
 - 1. Grade 1 and Grade 2: Side mounted and extending under bottom edge of drawer; type; zinc-plated steel with polymer rollers.
 - 2. For drawers not more than 3 inches high and not more than 24 inches wide, provide Grade 2.
 - 3. For drawers more than 6 inches high or more than 24 inches wide, provide Grade 1HD-100.
- E. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
 - 1. Bright Chromium Plated: BHMA 625 for brass or bronze base; BHMA 651 for steel base.
 - 2. Satin Stainless Steel: BHMA 630.
- F. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.5 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

- C. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement.
 - 1. Adhesive for Bonding Edges: Hot-melt adhesive.

2.6 FABRICATION

- A. Fabricate cabinets to dimensions, profiles, and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Notify Architect seven days in advance of the dates and times woodwork fabrication will be complete.
 - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.
- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.
- B. Before installing cabinets, examine shop-fabricated work for completion and complete work as required.

3.2 INSTALLATION

- A. Grade: Install cabinets to comply with same grade as item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to the extent that it was not completed in the shop.
- C. Install cabinets level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.
- D. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.
 - 1. Use filler matching finish of items being installed.

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- F. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
 - 2. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch penetration into wood framing, blocking, or hanging strips.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean cabinets on exposed and semiexposed surfaces.

END OF SECTION 064116

SECTION 078413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Penetrations in horizontal assemblies.
 - 2. Penetrations in smoke barriers.
- B. Related Sections:
 - 1. Division 07 Section "Joint Sealants".

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Product Schedule: For each penetration firestopping system. Include location and design designation of qualified testing and inspecting agency.
 - 1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping condition, submit illustration, with modifications marked, approved by penetration firestopping manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.
- C. Qualification Data: For qualified Installer.
- D. Installer Certificates: From Installer indicating penetration firestopping has been installed in compliance with requirements and manufacturer's written recommendations.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for penetration firestopping.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A firm that has been approved by FM Global according to FM Global 4991, "Approval of Firestop Contractors," or been evaluated by UL and found to comply with UL's "Qualified Firestop Contractor Program Requirements."

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - 1. A/D Fire Protection Systems Inc.
 - 2. Grace Construction Products.
 - 3. Hilti, Inc.
 - Johns Manville.
 - 5. 3M Fire Protection Products.
 - 6. Tremco, Inc.; Tremco Fire Protection Systems Group.
 - 7. USG Corporation.

2.2 PENETRATION FIRESTOPPING

- A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
- B. Penetrations in Fire-Resistance-Rated Walls: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 - 1. Fire-resistance-rated walls include fire walls fire-barrier walls smoke-barrier walls and fire partitions.
 - 2. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
 - Horizontal assemblies include floors floor/ceiling assemblies and ceiling membranes of roof/ceiling assemblies.
 - 2. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
 - 3. T-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
- D. Penetrations in Smoke Barriers: Provide penetration firestopping with ratings determined per UL 1479.
 - 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. of penetration opening at 0.30-inch wg at both ambient and elevated temperatures.
- E. W-Rating: Provide penetration firestopping showing no evidence of water leakage when tested according to UL 1479.
- F. Exposed Penetration Firestopping: Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
 - 1. Architectural Sealants: 250 g/L.

- 2. Verify sealant complies with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- G. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping manufacturer and approved by qualified testing and inspecting agency for firestopping indicated.
 - 1. Permanent forming/damming/backing materials, including the following:
 - a. Slag-wool-fiber or rock-wool-fiber insulation.
 - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
 - c. Fire-rated form board.
 - d. Fillers for sealants.
 - 2. Temporary forming materials.
 - 3. Substrate primers.
 - 4. Collars.
 - 5. Steel sleeves.

2.3 FILL MATERIALS

- A. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer metallic sleeve lined with an intumescent strip, a radial extended flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.
- B. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- C. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- D. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized-steel sheet.
- E. Intumescent Putties: Non-hardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.
- F. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- G. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a non-shrinking, homogeneous mortar.
- H. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.

- I. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, non-shrinking foam.
- J. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces, and nonsag formulation for openings in vertical and sloped surfaces, unless indicated firestopping limits use of nonsag grade for both opening conditions.

2.4 MIXING

A. For those products requiring mixing before application, comply with penetration firestopping manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing penetration firestopping to comply with manufacturer's written instructions and with the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Priming: Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent penetration firestopping from contacting adjoining surfaces that will remain exposed on completion of the Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove stains. Remove tape as soon as possible without disturbing firestopping's seal with substrates.

3.3 INSTALLATION

- A. General: Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
 - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestopping.
- C. Install fill materials for firestopping by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
 - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
 - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 IDENTIFICATION

A. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed.

3.5 FIELD QUALITY CONTROL

- A. Owner will engage a qualified testing agency to perform tests and inspections.
- B. Where deficiencies are found or penetration firestopping is damaged or removed because of testing, repair or replace penetration firestopping to comply with requirements.
- C. Proceed with enclosing penetration firestopping with other construction only after inspection reports are issued and installations comply with requirements.

3.6 CLEANING AND PROTECTION

- A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping is without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping and install new materials to produce systems complying with specified requirements.

END OF SECTION 078413

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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Urethane joint sealants.
 - 3. Latex joint sealants.
 - 4. Preformed joint sealants.
 - 5. Acoustical joint sealants.
- B. Related Sections:
 - 1. Division 09 Section "Gypsum Board" for sealing perimeter joints.
 - 2. Division 09 Section "Tiling" for sealing tile joints.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Sustainable Design Submittals:
 - 1. Product Data: For sealants, indicating VOC content.
 - 2. Laboratory Test Reports: For sealants, indicating compliance with requirements for low-emitting materials.
- C. 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.
- D. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- E. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

- F. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- H. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- I. Field-Adhesion Test Reports: For each sealant application tested.
- J. Warranties: Sample of special warranties.

PART 2 - PRODUCTS

2.1 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 joint-sealant manufacturer, based on testing and field experience.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- C. Stain-Test-Response Characteristics: Where sealants are specified 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.
- D. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
 - 1. Acceptable Products: Subject to compliance with requirements, provide one of the following or equal:
 - a. Dow Corning Corporation; 799.
 - b. GE Advanced Materials Silicones; UltraGlaze SSG4000.
 - c. Polymeric Systems, Inc.; PSI-631.
 - d. Schnee-Morehead, Inc.; SM5731 Poly-Glaze Plus.

B. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

2.3 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
 - 1. Acceptable Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. BASF Building Systems; Sonolastic NP1.
 - b. Bostik, Inc.; Chem-Calk 900.
 - c. Pecora Corporation; Dynatrol I-XL.
 - d. Sika Corporation, Construction Products Division; Sikaflex 1a.
 - e. Tremco Incorporated; Dymonic, Vulkem 116.
- B. Single-Component, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920. Type S, Grade NS, Class 25, for Use T.
 - 1. Acceptable Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. BASF Building Systems; Sonolastic NP1.
 - b. Pacific Polymers International, Inc.; Elasto-Thane 230 Type II.
 - c. Sika Corporation, Construction Products Division; Sikaflex 1a.
 - d. Tremco Incorporated; Vulkem 116.
- C. Multicomponent, Nonsag, Traffic-Grade, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 50, for Use T.

2.4 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
 - 1. Acceptable Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. BASF Building Systems; Sonolac.
 - b. Bostik, Inc.; Chem-Calk 600.
 - c. Pecora Corporation; AC-20+.
 - d. Tremco Incorporated; Tremflex 834.

2.5 PREFORMED JOINT SEALANTS

A. Preformed Foam Joint Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant manufactured from urethane foam with minimum density of 10 lb. /cu. ft. and impregnated with a nondrying, water-repellent agent. Factory produce in precompressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.

- 1. Acceptable Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. Dayton Superior Specialty Chemicals; Polytite Standard.
 - b. EMSEAL Joint Systems, Ltd.; Emseal 25V.
 - c. Sandell Manufacturing Co., Inc.; Polyseal.
 - d. Willseal USA, LLC; Willseal 150.

2.6 ACOUSTICAL JOINT SEALANTS

A. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

2.7 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material 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.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.8 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.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

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, 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 after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by 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.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

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 in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind 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.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that 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 in 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 in subparagraphs 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.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed, and cured sealant curtain wall joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.

- b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.
- 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
- 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
- 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
- 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealant 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.

3.6 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 original work.

3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:

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- a. Perimeter joints of exterior openings where indicated.
- b. Tile control and expansion joints.
- c. Perimeter joints between interior wall surfaces and frames of interior doors.
- 2. Joint Sealant: Latex.
- 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Sealant Location:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - b. Tile control and expansion joints where indicated.
 - 2. Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, Silicone.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Location:
 - a. Acoustical joints where indicated.
 - b. Other joints as indicated.
 - 2. Joint Sealant: Acoustical.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range.

END OF SECTION 079200

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SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Interior standard hollow metal doors and frames.
- B. Related Sections:
 - 1. Division 08 Section "Flush Wood Doors".
 - 2. Division 08 Section "Door Hardware" for door hardware for hollow metal doors.
 - 3. Division 09 Section "Painting" for field painting hollow metal doors and frames.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, fire-resistance rating and finishes.
- B. Shop Drawings: Include the following:
 - 1. Elevations of each door design.
 - 2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
 - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - 4. Locations of reinforcement and preparations for hardware.
 - 5. Details of each different wall opening condition.
 - 6. Details of anchorages, joints, field splices, and connections.
 - 7. Details of accessories.
 - 8. Details of moldings, removable stops, and glazing.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification:
 - 1. For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches.
- E. Other Action Submittals:
 - 1. Schedule: Provide a schedule of hollow metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with door hardware schedule.

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F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each type of hollow metal door and frame assembly.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Frame Anchors: ASTM A 591, Commercial Steel (CS), 40Z coating designation; mill phosphatized.
 - 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008 or ASTM A 1011, hot-dip galvanized according to ASTM A 153/, Class B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153.
- E. Powder-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow metal frames of type indicated.
- F. Grout: ASTM C 476, except with a maximum slump of 4 inches, as measured according to ASTM C 143.
- G. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool with 6- to 12-lb/cu. ft. density; with maximum flame-spread and smoke-development indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.
- H. Glazing: Comply with requirements in Division 08 Section "Glazing."
- I. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.2 STANDARD HOLLOW METAL DOORS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C
- B. General: Provide doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8.
 - 1. Design: Flush panel.
 - 2. Core Construction: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core.

- 3. Vertical Edges for Single-Acting Doors: Beveled edge.
 - a. Beveled Edge: 1/8 inch in 2 inches.
- 4. Vertical Edges for Double-Acting Doors: Round vertical edges with 2-1/8-inch radius.
- 5. Top and Bottom Edges: Closed with flush or inverted 0.042-inch- thick, end closures or channels of same material as face sheets.
- 6. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."
- C. Doors: Face sheets fabricated from cold-rolled steel sheet. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
 - 1. Level 2 and Physical Performance Level B (Heavy Duty), Model 1 (Full Flush).
- D. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.
- E. Fabricate concealed stiffeners and hardware reinforcement from either cold- or hot-rolled steel sheet.

2.3 STANDARD HOLLOW METAL FRAMES

- A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
- B. Interior Frames: Fabricated from cold-rolled steel sheet.
 - 1. Fabricate frames with mitered or coped corners.
 - 2. Fabricate frames as full profile welded unless otherwise indicated.
 - 3. Fabricate knocked-down, drywall slip-on frames for in-place gypsum board partitions.
 - 4. Frames for Level 2 Steel Doors: 0.053-inch- thick steel sheet.
 - 5. Frames for Wood Doors: 0.042-inch- thick steel sheet.
- C. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as frames.

2.4 FRAME ANCHORS

- A. Jamb Anchors:
 - 1. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch thick.
 - 2. Compression Type for Drywall Slip-on Frames: Adjustable compression anchors.
 - 3. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch-diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.
- B. Floor Anchors: Formed from same material as frames, not less than 0.042 inch thick, and as follows:
 - 1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
 - 2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at finish floor surface.

2.5 ACCESSORIES

- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- B. Ceiling Struts: Minimum 1/4-inch-thick by 1-inch- wide steel.
- C. Grout Guards: Formed from same material as frames, not less than 0.016 inch thick.

2.6 FABRICATION

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Tolerances: Fabricate hollow metal work to tolerances indicated in SDI 117.
- C. Hollow Metal Doors:
 - 1. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted.
- D. Hollow Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
 - 1. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
 - 2. Sidelight Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
 - 3. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 - 4. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
 - 5. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
 - 6. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches high.
 - 2) Four anchors per jamb from 60 to 90 inches high.
 - 3) Five anchors per jamb from 90 to 96 inches high.
 - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
 - 5) Two anchors per head for frames above 42 inches wide and mounted in metal-stud partitions.
 - b. Compression Type: Not less than two anchors in each jamb.
 - c. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches o.c.

- 7. Door Silencers: Except on weather-stripped doors, drill stops to receive door silencers as follows. Keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
- E. Fabricate concealed stiffeners, edge channels, and hardware reinforcement from either cold- or hot-rolled steel sheet.
- F. Hardware Preparation: Factory prepare hollow metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."
 - 1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
 - 2. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
 - 3. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.

2.7 STEEL FINISHES

- A. Prime Finish: Apply manufacturer's standard primer immediately after cleaning and pretreating.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.
- B. Paint Finish:
 - a. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for squareness, alignment, twist, and plumbness to the following tolerances:

- 1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
- Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
- 3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
- 4. Plumbness: Plus or minus 1/16 inch, measured at jambs on a perpendicular line from head to floor.
- C. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11.
 - 1. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. At fire-protection-rated openings, install frames according to NFPA 80.
 - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - c. Install door silencers in frames before grouting.
 - d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - e. Check plumbness, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
 - f. Field apply bituminous coating to backs of frames that are filled with grout containing antifreezing agents.
 - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with powder-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
 - 3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation behind frames.
 - 4. In-Place Concrete Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 - 5. In-Place Gypsum Board Partitions: Secure frames in place with postinstalled expansion anchors through floor anchors at each jamb. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 - 6. Ceiling Struts: Extend struts vertically from top of frame at each jamb to overhead structural supports or substrates above frame unless frame is anchored to masonry or to other structural support at each jamb. Bend top of struts to provide flush contact for securing to supporting construction. Provide adjustable wedged or bolted anchorage to frame jamb members.
 - 7. Installation Tolerances: Adjust hollow metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.

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- b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
- c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
- d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
- C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
 - 1. Non-Fire-Rated Standard Steel Doors:
 - a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
 - b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
 - c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
 - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.
 - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

END OF SECTION 081113

SECTION 081416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Solid-core doors with wood-veneer faces.
 - 2. Factory finishing flush wood doors.
 - 3. Factory fitting flush wood doors to frames and factory machining for hardware.
- B. Related Requirements:
 - 1. Division 08 Section "Hollow Metal Frames" for flush wood door frames.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of door. Include details of core and edge construction and trim for openings, include fire rating information.
- B. Samples for Verification:
 - 1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches, for each material and finish.
 - Corner sections of doors, approximately 8 by 10 inches, with door faces and edges representing actual materials to be used.
 - a. Provide Samples for each species of veneer and solid lumber required.
 - b. Finish veneer-faced door Samples with same materials proposed for factory-finished doors.

1.4 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For special warranty.

1.5 QUALITY ASSURANCE

A. Vendor Qualifications: A vendor that is certified for chain of custody by an FSC-accredited certification body.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in plastic bags or cardboard cartons.
- C. Mark each door on bottom rail with opening number used on Shop Drawings.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during remainder of construction period.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Warping (bow, cup, or twist) more than 1/4 inch in a 42-by-84-inch section.
 - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch span.
 - 2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
 - 3. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 FLUSH WOOD DOORS, GENERAL

- A. Quality Standard: In addition to requirements specified, comply with WDMA I.S.1-A, "Architectural Wood Flush Doors."
- B. WDMA I.S.1-A Performance Grade: Heavy Duty.
- C. Structural-Composite-Lumber-Core Doors:
 - 1. Structural Composite Lumber: WDMA I.S.10.
 - a. Screw Withdrawal, Face: 700 lbf.b. Screw Withdrawal, Edge: 400 lbf.
- D. Fire-Rated Wood Doors: Doors complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.

E. Mineral-Core Doors:

- 1. Core: Noncombustible mineral product complying with requirements of referenced quality standard and testing and inspecting agency for fire-protection rating indicated.
- 2. Blocking: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated as needed to eliminate through-bolting hardware.
- 3. Edge Construction: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.

2.2 VENEER-FACED DOORS FOR TRANSPARENT FINISH (D1)

- A. Basis-of-Design Product: The Basis-of-Design for flush wood doors is shown on the Finish Schedule. Subject to compliance with requirements, provide the Basis-of-Design product or equal.
- B. Interior Solid-Core Doors:
 - 1. Grade: Premium, with Grade AA faces.
 - 2. Species: Select white BIRCH, unless otherwise indicated or shown on Finish Schedule.
 - 3. Match between Veneer Leaves: Book match.
 - 4. Assembly of Veneer Leaves on Door Faces: Center-balance match.
 - 5. Exposed Vertical Edges: Same species as faces or a compatible species edge Type A.
 - 6. Core: Either glued wood stave or structural composite lumber.
 - 7. Construction: Five or seven plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering. Faces are bonded to core using a hot press.

2.3 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
 - 1. Comply with NFPA 80 requirements for fire-rated doors.
- B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.
 - 1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.

2.4 FACTORY FINISHING

- A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
 - 1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on bottom edges, edges of cutouts, and mortises.

B. Factory finish doors.

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C. Transparent Finish:

- 1. Grade and Finish: Premium, conversion varnish.
- 2. Staining: Match Architect's sample.
- 3. Sheen: Satin.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
 - 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
 - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation, see Division 08 Section "Door Hardware."
- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
- C. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

SECTION 085113 - ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Fixed aluminum windows for exterior locations
 - 2. Interior sliding transaction windows.
- B. Related Requirements:
 - 1. Division 08 Section "Glazing" for schedule of window glazing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for aluminum windows.
- B. Samples for Verification: For aluminum windows and components required, showing full range of color variations for finishes, and prepared on Samples of size indicated below:
 - 1. Exposed Finishes: 2 by 4 inches including framed sections with two color finishes.
 - 2. Exposed Hardware: Full-size units.

1.4 INFORMATIONAL SUBMITTALS

A. Sample Warranties: For manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by test reports, and calculations.
- B. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.

1.6 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure to meet performance requirements.
 - b. Structural failures including excessive deflection, water leakage, condensation, and air infiltration.
 - c. Faulty operation of movable sash and hardware.
 - d. Deterioration of materials and finishes beyond normal weathering.
 - e. Failure of insulating glass.

2. Warranty Period:

- a. Window: 10 years from date of Substantial Completion.
- b. Glazing Units: 10 years from date of Substantial Completion.
- c. Aluminum Finish: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the Basis-of-Design product or equal.
- B. Source Limitations: Obtain aluminum windows from single source from single manufacturer.

2.2 TRANSACTION WINDOWS

- A. Provide glazed transaction window complete with lock with the following characteristics:
 - 1. Glass: 1/4" tempered safety glass
 - 2. Frame: Aluminum; clear anodized
 - 3. Operation: Sliding and lockable.

2.3 WINDOW PERFORMANCE REQUIREMENTS

- A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
 - 1. Window Certification: AMMA certified with label attached to each window.
- B. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.40.

- C. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, 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: 120 deg F, ambient; 180 deg F material surfaces.

2.4 ALUMINUM WINDOWS

- A. Operating Types: Fixed, unless otherwise indicated.
- B. Frames and Sashes: Aluminum extrusions complying with AAMA/WDMA/CSA 101/I.S.2/A440.
 - 1. Thermally Improved Construction: Fabricate frames, sashes, and muntins with an integral, concealed, low-conductance thermal barrier located between exterior materials and window members exposed on interior side in a manner that eliminates direct metal-to-metal contact.
- C. Insulating-Glass Units: ASTM E 2190. Refer to Division 08 Section "Glazing" for glass types.
 - 1. Glass: ASTM C 1036, Type 1, Class 1, q3.
 - a. Tint: Clear.
 - 2. Lites: Two.
 - 3. Filling: Fill space between glass lites with air.
- D. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- E. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.
 - 1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range.
- F. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.
 - 1. Exposed Fasteners: Do not use exposed fasteners to the greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.5 FABRICATION

- A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.
- B. Glaze aluminum windows in the factory.
- C. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- D. Provide water-shed members above side-hinged sashes and similar lines of natural water penetration.

- E. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design wind loads of window units.
- F. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

2.6 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.7 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- A. High-Performance Organic Finish: Three-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 50 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 1. Color and Gloss: Color matching Architect's sample and entrance / storefront assembly.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.
- C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 TRANSACTION WINDOW INSTALLATION

- A. Comply with manufacturer's written instructions for installing transaction windows, hardware, and other components.
- B. Install transaction windows level, plumb, square, true to line, anchored securely in place to supports, and in proper relation to adjacent construction.

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.
- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.
- C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- D. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.4 ADJUSTING, CLEANING, AND PROTECTION

- A. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
 - 1. Keep protective films and coverings in place until final cleaning.
- B. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- C. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

END OF SECTION 085113

SECTION 087100 - DOOR HARDWARE

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 commercial door hardware for the following:
 - 1. Swinging doors.
 - 2. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
 - 1. Mechanical door hardware.
 - 2. Cylinders specified for doors in other sections.
- C. Related Sections:
 - 1. Division 08 Section "Hollow Metal Doors and Frames".
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC International Building Code.
 - 3. NFPA 70 National Electrical Code.
 - 4. NFPA 80 Fire Doors and Windows.
 - 5. NFPA 101 Life Safety Code.
 - 6. NFPA 105 Installation of Smoke Door Assemblies.
 - 7. UL/ULC and CSA C22.2 Standards for Automatic Door Operators Used on Fire and Smoke Barrier Doors and Systems of Doors.
 - 8. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:
 - 1. ANSI/BHMA Certified Product Standards A156 Series.
 - 2. UL10C Positive Pressure Fire Tests of Door Assemblies.
 - 3. ANSI/UL 294 Access Control System Units.
 - 4. UL 305 Panic Hardware.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 - 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Warranty information for each product.
 - 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Shop Drawings: Details of electrified access control hardware indicating the following:
 - 1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
 - a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
 - b. Complete (risers, point-to-point) access control system block wiring diagrams.
 - c. Wiring instructions for each electronic component scheduled herein.
- D. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.

E. Informational Submittals:

- 1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Procedures.

1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).
- C. Installer Qualifications: A minimum 3 years documented experience installing both standard and electrified door hardware 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.
- D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- E. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
 - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
 - 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- F. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- G. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
 - 1. Function of building, purpose of each area and degree of security required.
 - 2. Plans for existing and future key system expansion.
 - 3. Requirements for key control storage and software.
 - 4. Installation of permanent keys, cylinder cores and software.
 - 5. Address and requirements for delivery of keys.

- H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
 - 1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
 - 2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
 - 3. Review sequence of operation narratives for each unique access controlled opening.
 - 4. Review and finalize construction schedule and verify availability of materials.
 - 5. Review the required inspecting, testing, commissioning, and demonstration procedures
- I. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

A. General Warranty: Reference Division 01, General Requirements. 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. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
 - 1. Ten years for mortise locks and latches.
 - 2. Five years for exit hardware.
 - 3. Twenty five years for manual overhead door closer bodies.

1.8 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
 - 1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
- C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

- A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.
 - 1. Quantity: Provide the following hinge quantity:

- a. Two Hinges: For doors with heights up to 60 inches.
- b. Three Hinges: For doors with heights 61 to 90 inches.
- c. Four Hinges: For doors with heights 91 to 120 inches.
- d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
- 2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
 - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
 - b. Sizes from 3'1" to 4'0": 5" heavy weight.
- 3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
 - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
 - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
- 4. Hinge Options: Comply with the following:
 - a. Non-removable Pins: With the exception of electric through wire hinges, provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
- 5. Manufacturers:
 - a. Hager Companies (HA).
 - b. McKinney Products; ASSA ABLOY Architectural Door Accessories (MK).
- B. Continuous Geared Hinges: ANSI/BHMA A156.26 Grade 1-600 certified continuous geared hinge. with minimum 0.120-inch thick extruded 6060 T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Factory trim hinges to suit door height and prepare for electrical cut-outs. Provide custom screw pattern as required by aluminium door manufacturer.
 - 1. Manufacturers:
 - a. Hager Companies (HA).
 - b. Pemko (PE).

2.3 DOOR OPERATING TRIM

- A. Flush Bolts and Surface Bolts: ANSI/BHMA A156.3 and A156.16, Grade 1, certified.
 - 1. Flush bolts to be furnished with top rod of sufficient length to allow bolt retraction device location approximately six feet from the floor.
 - 2. Furnish dust proof strikes for bottom bolts.
 - 3. Surface bolts to be minimum 8" in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable.
 - 4. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.

5. Manufacturers:

- a. Door Controls International (DC).
- b. Rockwood (RO).
- B. Door Push Plates and Pulls: ANSI/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.
 - 1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
 - 2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
 - 3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
 - 4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
 - 5. Manufacturers:
 - a. Rockwood (RO).
 - b. Trimco (TC).

2.4 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to have minimum (10) years experience designing secured master key systems and have on record a published security keying system policy.
- B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.
- C. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:
 - 1. Threaded mortise cylinders with rings and cams to suit hardware application.
 - 2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 - 3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
 - 4. Tubular deadlocks and other auxiliary locks.
 - 5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
 - 6. Keyway: Manufacturer's Standard.Match Facility Standard.
- D. Removable Cores: Provide removable cores as specified, core insert, removable by use of a special key, and for use with only the core manufacturer's cylinder and door hardware.
- E. Patented Cylinders: ANSI/BHMA A156.5, Grade 1 Certified Products Directory (CPD) listed cylinders employing a utility patented and restricted keyway requiring the use of a patented key. Cylinders are to be protected from unauthorized manufacture and distribution by manufacturer's United States patents. Cylinders are to be factory keyed with owner having the ability for on-site original key cutting.
 - 1. Patented key systems shall not be established with products that have an expired patent. Expired systems shall only be specified and supplied to support existing systems.
 - 2. Manufacturers:

- a. Corbin Russwin (RU) Access 3 AP.
- b. Sargent (SA) Degree DG1.
- F. Keying System: Each type of lock and cylinders to be factory keyed.
 - 1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
 - 2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
 - 3. Existing System: Field verify and key cylinders to match Owner's existing system.
 - 4. New System: Key locks to a new key system as directed by the Owner.
- G. Key Quantity: Provide the following minimum number of keys:
 - 1. Change Keys per Cylinder: Two (2)
 - 2. Master Keys (per Master Key Level/Group): Five (5).
 - 3. Construction Keys (where required): Ten (10).
 - 4. Construction Control Keys (where required): Two (2).
 - 5. Permanent Control Keys (where required): Two (2).
- H. Construction Keying: Provide construction master keyed cylinders.
- I. Construction Keying: Provide temporary keyed construction cores.
- J. Key Registration List (Bitting List):
 - 1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
 - 2. Provide transcript list in writing or electronic file as directed by the Owner.

2.5 KEY CONTROL

- A. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.
 - 1. Manufacturers:
 - a. Lund Equipment (LU).
 - b. MMF Industries (MM).
 - c. Telkee (TK).

2.6 MECHANICAL LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 Certified Products Directory (CPD) listed. Locksets are to be manufactured with a corrosion resistant steel case and be field-reversible for handing without disassembly of the lock body.
 - 1. Extended cycle test: Locks to have been cycle tested in ordinance with ANSI/BHMA 156.13 requirements to 14 million cycles or greater.

2. Where specified, provide status indicators with highly reflective color and wording for "locked/unlocked" or "vacant/occupied" with custom wording options if required. Indicator to be located above the cylinder with the inside thumb-turn not blocking the visibility of the indicator status. Indicator window size to be a minimum of 2.1" x 0.6" with a curved design allowing a 180 degree viewing angle with protective covering to prevent tampering.

3. Manufacturers:

- a. Corbin Russwin Hardware (RU) ML2000 Series.
- b. Sargent Manufacturing (SA) 8200 Series.

2.7 ELECTROMECHANICAL LOCKING DEVICES

- A. Electromechanical Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 Certified Products Directory (CPD) listed, subject to same compliance standards and requirements as mechanical mortise locksets, electrified locksets to be of type and design as specified below and in the hardware sets.
 - 1. Electrified Lock Options: Where indicated in the Hardware Sets, provide electrified options including: outside door lock/unlock trim control, latchbolt and lock/unlock status monitoring, deadbolt monitoring, and request-to-exit signaling. Support end-of-line resistors contained within the lock case. Unless otherwise indicated, provide electrified locksets standard as fail secure.
 - 2. Manufacturers:
 - a. Corbin Russwin Hardware (RU) ML20900 Series.
 - b. Sargent Manufacturing (SA) 8200 Series.

2.8 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
 - 1. Mortise Locksets: Basis of Design shall be by Best Access a Dormakaba Company, or an approved equal.
 - 2. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
 - 3. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
 - 4. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
 - 5. Short-lipped strikes: For locks at double doors...
- B. Standards: Comply with the following:
 - 1. Strikes for Mortise Locks and Latches: BHMA A156.13.
 - 2. Strikes for Bored Locks and Latches: BHMA A156.2.
 - 3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
 - 4. Dustproof Strikes: BHMA A156.16.

2.9 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

- 1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
- 2. Provide exit devices with keyed cylinder dogging device to hold the pushbar and latch in a retracted position.
- 3. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
- 4. Flush End Caps: Provide flush end caps made of architectural metal in the same finish as the devices as in the Hardware Sets. Plastic end caps will not be acceptable.
- 5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
 - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
 - b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
- 6. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
- 7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
- 8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
- 9. Extended cycle test: Devices to have been cycle tested to 9 million cycles.
- 10. Rail Sizing: Provide exit device rails factory sized for proper door width application.
- 11. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
- B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device latch to be stainless steel, pullman type, with deadlock feature.
 - 1. Manufacturers:
 - a. Corbin Russwin Hardware (RU) ED4000 / ED5000 Series.
 - b. Sargent Manufacturing (SA) 80 Series.

2.10 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

- 1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
- 2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
- 3. Cycle Testing: Provide closers which have surpassed 15 million cycles.
- 4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
- Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
- 6. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
- 7. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.
- B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.
 - 1. Manufacturers:
 - a. Norton Rixson (NO) 7500 Series.
 - b. Sargent Manufacturing (SA) 351 Series.
- C. Door Closers, Surface Mounted (Unitrol): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted closers with door stop mechanism to absorb dead stop shock on arm and top hinge. Hold-open arms to have a spring loaded mechanism in addition to shock absorber assembly. Arms to be provided with rigid steel main arm and secondary arm lengths proportional to the door width.
 - 1. Manufacturers:
 - a. Corbin Russwin Hardware (RU) Unitrol Series.
 - b. Norton Rixson (NO) Unitrol Series.

2.11 ARCHITECTURAL TRIM

- A. Door Protective Trim
 - 1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.

- 2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
- 3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
- 4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:
 - a. Stainless Steel: 300 grade, 050-inch thick.
- 5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
- 6. Manufacturers:
 - a. Rockwood (RO).
 - b. Trimco (TC).

2.12 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
 - 1. Manufacturers:
 - a. Rockwood (RO).
 - b. Trimco (TC).
- C. Overhead Door Stops and Holders: ANSI/BHMA A156.8, Grade 1 Certified Products Directory (CPD) listed overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.
 - 1. Manufacturers:
 - a. Norton Rixson (RF).
 - b. Sargent Manufacturing (SA).

2.13 ARCHITECTURAL SEALS

- A. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
 - 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- B. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- C. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

D. Manufacturers:

- 1. Pemko (PE).
- 2. Reese Enterprises, Inc. (RE).

2.14 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.15 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
 - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
 - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Power Operator products and accessories are required to be installed through current members of the manufacturer's "Power Operator Preferred Installer" program.
- D. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- F. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.5 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.6 DEMONSTRATION

A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.7 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
 - 1. Quantities listed are for each pair of doors, or for each single door.
 - 2. The supplier is responsible for handing and sizing all products.
 - 3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
- B. Manufacturer's Abbreviations:
 - 1. MK McKinney
 - 2. PE Pemko
 - 3. SU Securitron
 - 4. RO Rockwood
 - 5. NO Norton
 - 6. BE-Best Access by Dormakaba.

Hardware Sets

Set: 1.0

Description: Storeroom, Tenant, Conference Room

3 Hinge, Full Mor	tise TA2714 (qty, size, nrp per spec)	US26D	MK
1 Storeroom Lock	45HS SI F07D (Storeroom)-14-H	630	BE
1 Door Stop	404 Wall; 441CU Floor (or per spec)	US26D	RO
3 Silencer	608		RO

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1 Coat Hook	RM811	US26D	RO
Set: 2.0 Description: Single User Toilet and Lactation	on Suite		
 3 Hinge, Full Mortise 1 Privacy Lock 1 Surface Closer 1 Kick Plate 1 Door Stop 1 Head & Jamb Seal (adhesive) 1 Coat Hook 	TA2314 (qty, size, nrp per spec) 45HS SI F19L (Privacy)-14-H R/PR 7500 Series K1050 10" 4BE CSK 404 Wall; 441CU Floor (or per spec) S88BL RM811	US32D 630 689 US32D US26D	MK BE NO RO RO PE RO
Set: 3.0 Description: Office			
 3 Hinge, Full Mortise 1 Office Lock 1 Door Stop 3 Silencer 1 Coat Hook 	TA2714 (qty, size, nrp per spec) 45HS SI F04A (Office)-14-H 404 Wall; 441CU Floor (or per spec) 608 RM811	US26D 630 US26D US26D	MK BE RO RO
Set: 4.0 Description: Restrooms			
 3 Hinge (heavy weight) 1 Push Plate 1 Pull Plate 1 Surface Closer 1 Kick Plate 1 Mop Plate 1 Door Stop 3 Silencer 	T4A3386 (qty, size, nrp per spec) 70E 111x70C R/PR 7500 Series K1050 10" 4BE CSK K1050 4" 4BE CSK 404 Wall; 441CU Floor (or per spec) 608	US32D US32D US32D 689 US32D US32D US32D US26D	MK RO RO RO RO RO RO

END OF SECTION 087100

SECTION 088300 - MIRRORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Annealed monolithic silvered glass mirrors.
- B. Related Sections:
 - 1. Division 10 Section "Toilet Room Accessories".

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Mirrors. Include description of materials and process used to produce each type of silvered flat glass mirror specified that indicates sources of glass, glass coating components, edge sealer, and quality-control provisions.

1.4 INFORMATIONAL SUBMITTALS

A. Warranty: Sample of special warranty.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.
- B. Source Limitations for Mirrors: Obtain mirrors from single source from single manufacturer.
- C. Source Limitations for Mirror Accessories: Obtain mirror glazing accessories from single source.
- D. Glazing Publications: Comply with the following published recommendations:
 - 1. GANA's "Glazing Manual" unless more stringent requirements are indicated. Refer to this publication for definitions of glass and glazing terms not otherwise defined in this Section or in referenced standards.

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2. GANA Mirror Division's "Mirrors, Handle with Extreme Care: Tips for the Professional on the Care and Handling of Mirrors."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect mirrors according to mirror manufacturer's written instructions and as needed to prevent damage to mirrors from moisture, condensation, temperature changes, direct exposure to sun, or other causes.
- B. Comply with mirror manufacturer's written instructions for shipping, storing, and handling mirrors as needed to prevent deterioration of silvering, damage to edges, and abrasion of glass surfaces and applied coatings. Store indoors.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not install mirrors until ambient temperature and humidity conditions are maintained at levels indicated for final occupancy.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which mirror manufacturer agrees to replace mirrors that deteriorate within specified warranty period. Deterioration of mirrors is defined as defects developed from normal use that are not attributed to mirror breakage or to maintaining and cleaning mirrors contrary to manufacturer's written instructions. Defects include discoloration, black spots, and clouding of the silver film.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SILVERED FLAT GLASS MIRRORS

- A. Glass Mirrors, General: ASTM C 1503.
- B. Clear Glass: Mirror Glazing Quality.
 - 1. Nominal Thickness: 3.0 mm.
 - 2. Mirror size shall be as indicated on the drawings.

2.2 MISCELLANEOUS MATERIALS

- A. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- B. Edge Sealer: Coating compatible with glass coating and approved by mirror manufacturer for use in protecting against silver deterioration at mirrored glass edges.

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C. Mirror Mastic: An adhesive setting compound, asbestos-free, produced specifically for setting mirrors and certified by both mirror manufacturer and mastic manufacturer as compatible with glass coating and substrates on which mirrors will be installed.

2.3 MIRROR HARDWARE

- A. Top and Bottom Aluminum J-Channels: Aluminum extrusions with a return deep enough to produce a glazing channel to accommodate mirrors of thickness indicated and in lengths required to cover bottom and top edges of each mirror in a single piece.
 - 1. Bottom Trim: J-channels formed with front leg and back leg not less than 3/8 and 7/8 inch in height, respectively, and a thickness of not less than 0.04 inch.
 - 2. Top Trim: J-channels formed with front leg and back leg not less than 5/8 and 1 inch in height, respectively, and a thickness of not less than 0.04 inch.
 - 3. Finish: Clear bright anodized.
- B. Fasteners: Fabricated of same basic metal and alloy as fastened metal and matching it in finished color and texture where fasteners are exposed.
- C. Anchors and Inserts: Provide devices as required for mirror hardware installation. Provide toothed or lead-shield expansion-bolt devices for drilled-in-place anchors. Provide galvanized anchors and inserts for applications on inside face of exterior walls and where indicated.

2.4 FABRICATION

- A. Mirror Edge Treatment: Flat polished.
 - 1. Seal edges of mirrors with edge sealer after edge treatment to prevent chemical or atmospheric penetration of glass coating.
 - 2. Require mirror manufacturer to perform edge treatment and sealing in factory immediately after cutting to final sizes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, over which mirrors are to be mounted, with Installer present, for compliance with installation tolerances, substrate preparation, and other conditions affecting performance of the Work.
- B. Verify compatibility with and suitability of substrates, including compatibility of mirror mastic with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected and surfaces are dry.

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3.2 PREPARATION

A. Comply with mastic manufacturer's written installation instructions for preparation of substrates, including coating substrates with mastic manufacturer's special bond coating where applicable.

3.3 INSTALLATION

- A. General: Install mirrors to comply with mirror manufacturer's written instructions and with referenced GANA publications. Mount mirrors accurately in place in a manner that avoids distorting reflected images.
- B. Provide a minimum air space of 1/8 inch between back of mirrors and mounting surface for air circulation between back of mirrors and face of mounting surface.
- C. Wall-Mounted Mirrors: Install mirrors with mastic and mirror hardware. Attach mirror hardware securely to mounting surfaces with mechanical fasteners installed with anchors or inserts as applicable. Install fasteners so heads do not impose point loads on backs of mirrors.
 - 1. Top and Bottom Aluminum J-Channels: Provide setting blocks 1/8 inch thick by 4 inches long at quarter points. To prevent trapping water, provide, between setting blocks, two slotted weeps not less than 1/4 inch wide by 3/8 inch long at bottom channel.
 - 2. Install mastic as follows:
 - a. Apply barrier coat to mirror backing where approved in writing by manufacturers of mirrors and backing material.
 - b. Apply mastic to comply with mastic manufacturer's written instructions for coverage and to allow air circulation between back of mirrors and face of mounting surface.
 - c. After mastic is applied, align mirrors and press into place while maintaining a minimum air space of 1/8 inch between back of mirrors and mounting surface.

3.4 CLEANING AND PROTECTION

- A. Protect mirrors from breakage and contaminating substances resulting from construction operations.
- B. Do not permit edges of mirrors to be exposed to standing water.
- C. Maintain environmental conditions that will prevent mirrors from being exposed to moisture from condensation or other sources for continuous periods of time.
- D. Wash exposed surface of mirrors not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash mirrors as recommended in writing by mirror manufacturer.

END OF SECTION 088300

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SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Include:
 - 1. Interior framing systems (e.g., supports for partition walls, framed soffits, furring, etc.).
 - 2. Interior suspension systems (e.g., supports for ceilings, suspended soffits, etc.).
- B. Related Sections:
 - 1. Division 09 Section "Gypsum Board".

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: The design of wall studs over nine feet high, including comprehensive engineering analysis shall be completed by a qualified professional engineer. The performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- B. Qualification Data: For qualified professional engineer.

1.5 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

PART 2 - PRODUCTS

- 2.1 NON-LOAD-BEARING STEEL FRAMING, GENERAL
 - A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

- 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal, unless otherwise indicated.
- 2. Protective Coating: ASTM A 653, G40, hot-dip galvanized, unless otherwise indicated.

2.2 SUSPENSION SYSTEM COMPONENTS

- A. Tie Wire: ASTM A 641, Class 1 zinc coating, soft temper, 0.0625-inch- diameter wire, or double strand of 0.0475-inch- diameter wire.
- B. Hanger Attachments to Concrete:
 - 1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.
 - a. Type: Cast-in-place anchor, designed for attachment to concrete forms.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.162-inch diameter.
- D. Flat Hangers: Steel sheet, 1 by 3/16 inch by length indicated.
- E. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 20 gauge minimum 1/2-inch- wide flanges.
 - 1. Depth: As indicated on Drawings or 2-1/2 inches.
- F. Furring Channels (Furring Members):
 - 1. Cold-Rolled Channels: 20 gauge minimum bare-steel thickness, with minimum 1/2-inch- wide flanges, 3/4 inch deep.
 - 2. Steel Studs: ASTM C 645.
 - a. Minimum Base-Metal Thickness: 20 gauge minimum.
 - b. Depth: As indicated on Drawings.
 - 3. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.
 - a. Minimum Base Metal Thickness: As indicated on Drawings or 0.0179 inch.
 - 4. Resilient Furring Channels: 1/2-inch- deep members designed to reduce sound transmission.
 - a. Configuration: Asymmetrical or hat shaped.
- G. Grid Suspension System for Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Armstrong World Industries, Inc.; Drywall Grid Systems.
 - b. Chicago Metallic Corporation; 640-C Fire Front 650-C Drywall Furring System.
 - c. USG Corporation; Drywall Suspension System.

2.3 STEEL FRAMING FOR FRAMED ASSEMBLIES

- A. Steel Studs and Runners: ASTM C 645.
 - 1. Minimum Base-Metal Thickness: 20 gauge minimum to suite size per manufacturer standard or as noted on the drawings.
 - 2. Depth: As indicated on Drawings.
- B. Slip-Type Head Joints: Where indicated, provide one of the following:
 - 1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
 - 2. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch- deep flanges in thickness not less than indicated for studs and fastened to studs, and outer runner sized to friction fit inside runner.
 - 3. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- C. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
 - 1. Minimum Base-Metal Thickness: 22 gauge minimum.
- D. Cold-Rolled Channel Bridging: 22 gauge minimum bare-steel thickness, with minimum 1/2-inch- wide flanges.
 - 1. Depth: As indicated on Drawings.
 - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch- thick, galvanized steel.
- E. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 - 1. Minimum Base Metal Thickness: 20 gauge minimum.
 - 2. Depth: As indicated on Drawings.
- F. Resilient Furring Channels: 1/2-inch- deep, steel sheet members designed to reduce sound transmission.
 - 1. Configuration: Asymmetrical or hat shaped.
- G. Cold-Rolled Furring Channels: 20 gauge minimum bare-steel thickness, with minimum 1/2-inch- wide flanges.
 - 1. Depth: As indicated on Drawings.
 - 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum bare-steel thickness of 0.0312 inch.
 - 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch- diameter wire, or double strand of 0.0475-inch- diameter wire.
- H. Z-Shaped Furring: With slotted or non-slotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum bare-metal thickness of 22 gauge, and depth required to fit insulation thickness indicated.

2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
 - 1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), non-perforated.
 - 2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
 - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.
- B. Coordination with Sprayed Fire-Resistive Materials:
 - 1. Before sprayed fire-resistive materials are applied, attach offset anchor plates or ceiling runners (tracks) to surfaces indicated to receive sprayed fire-resistive materials. Where offset anchor plates are required, provide continuous plates fastened to building structure not more than 24 inches o.c.
 - 2. After sprayed fire-resistive materials are applied, remove them only to extent necessary for installation of non-load-bearing steel framing. Do not reduce thickness of fire-resistive materials below that required for fire-resistance ratings indicated. Protect adjacent fire-resistive materials from damage.

3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754, except comply with framing sizes and spacing indicated.
 - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components in sizes and spacings indicated on Drawings, but not less than those required by referenced installation standards for assembly types and other assembly components indicated.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
 - 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 - 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 - 5. Do not attach hangers to steel roof deck.
 - 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
 - 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
 - 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.
- F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

3.5 INSTALLING FRAMED ASSEMBLIES

A. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

- B. Install studs so flanges within framing system point in same direction.
- C. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
 - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
 - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb, unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
 - 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings, unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
 - 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
 - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
 - 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
 - 6. Curved Partitions:
 - a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
 - b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of not less than 2 studs at ends of arcs, place studs 6 inches o.c.

D. Z-Furring Members:

- 1. Erect insulation (specified in Division 07 Section "Thermal Insulation") vertically and hold in place with Z-furring members spaced 24 inches o.c.
- 2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- 3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.
- E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

END OF SECTION 092216

SECTION 092500 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Interior gypsum board.
- 2. Tile backing panels.

B. Related Sections:

- 1. Division 05 Section "Cold-Formed Metal Framing" for load-bearing steel framing that supports gypsum board.
- 2. Division 06 Section "Rough Carpentry" for wood framing and furring that supports gypsum board.
- 3. Division 09 Section "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board.
- 4. Division 09 Painting Sections for primers applied to gypsum board surfaces.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For the following products:
 - 1. Trim Accessories: Full-size Sample in 12-inch- long length for each trim accessory indicated.

1.4 QUALITY ASSURANCE

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

1.5 STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PANELS, GENERAL

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

2.2 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 36 or ASTM C 1396, as applicable to type of gypsum board indicated and whichever is more stringent.
 - 1. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. American Gypsum Co.
 - b. BPB America Inc.
 - c. G-P Gypsum.
 - d. Lafarge North America Inc.
 - e. National Gypsum Company.
 - f. USG Corporation.

B. Regular Type:

- 1. Thickness: As indicated on Drawings, or 5/8 inch.
- 2. Long Edges: Tapered.

- C. Ceiling Type: Manufactured to have more sag resistance than regular-type gypsum board.
 - 1. Thickness: As indicated on Drawings, or 1/2 inch.
 - 2. Long Edges: Tapered.
- D. Abuse-Resistant Type: Manufactured to produce greater resistance to surface indentation, throughpenetration (impact resistance), and abrasion than standard, regular-type and Type X gypsum board.
 - 1. Core: As indicated on Drawings, or 5/8 inch.
 - 2. Long Edges: Tapered.
- E. Moisture- and Mold-Resistant Type: With moisture- and mold-resistant core and surfaces.
 - 1. Core: As indicated on Drawings, 5/8-inch, Type X.
 - 2. Long Edges: Tapered.

2.3 TILE BACKING PANELS

- A. Water-Resistant Gypsum Backing Board: ASTM C 630 or ASTM C 1396.
 - 1. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. American Gypsum Co.
 - b. BPB America Inc.
 - c. G-P Gypsum.
 - d. Lafarge North America Inc.
 - e. National Gypsum Company.
 - f. USG Corporation.
 - 2. Thickness: As indicated on Drawings, or 1/2 inch..

2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
 - g. Curved-Edge Cornerbead: With notched or flexible flanges.
- B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.

- 1. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. Fry Reglet Corp.
 - b. Gordon, Inc.
 - c. Pittcon Industries.
- 2. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5.
- 3. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475.
- B. Joint Tape:
 - 1. Interior Gypsum Wallboard: Paper.
 - 2. Exterior Gypsum Soffit Board: Paper.
 - 3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
 - 4. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.
- D. Joint Compound for Tile Backing Panels:
 - 1. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound.

2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.

- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
 - For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
 - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Sealant: As specified in Division 07 Section "Joint Sealants."
- F. Acoustical Transparent Finish: Manufacturer's recommended spray-applied finish; texture fine granular.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and 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. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless 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. in area.

- 2. Fit gypsum panels around ducts, pipes, and conduits.
- 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- J. Install sound attenuation blankets before installing gypsum panels, unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Regular Type: As indicated on Drawings.
 - 2. Moisture- and Mold-Resistant Type: As indicated on Drawings.

B. Single-Layer Application:

- 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing, unless otherwise indicated.
- 2. On partitions/walls, apply gypsum panels vertically (parallel to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally, unless otherwise indicated or required by fire-resistance-rated assembly.
- 3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
- 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

C. Multilayer Application:

- 1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints 1 framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
- 2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset

- at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
- 3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
- 4. Fastening Methods: Fasten base layers and face layers separately to supports with screws.
- D. Laminating to Substrate: Where gypsum panels are indicated as directly adhered to a substrate (other than studs, joists, furring members, or base layer of gypsum board), comply with gypsum board manufacturer's written recommendations and temporarily brace or fasten gypsum panels until fastening adhesive has set.

3.4 APPLYING TILE BACKING PANELS

- A. Water-Resistant Gypsum Backing Board: Install at showers, tubs, and where indicated. Install with 1/4-inch gap where panels abut other construction or penetrations.
- B. Cementitious Backer Units: ANSI A108.11.
- C. Areas Not Subject to Wetting: Install regular-type gypsum wallboard panels to produce a flat surface except at showers, tubs, and other locations indicated to receive water-resistant panels.
- D. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.5 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Control Joints: Install control joints at locations indicated on Drawings and according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- C. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners, unless otherwise indicated.
 - 2. Bullnose Bead: Use where indicated.
 - 3. LC-Bead: Use at exposed panel edges.
 - 4. L-Bead: Use where indicated.
- D. Aluminum Trim: Install in locations indicated on Drawings.

3.6 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level 2: Panels that are substrate for tile.
 - 3. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in other Division 09 Sections.
- E. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.7 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092500

SECTION 093000 - TILING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Ceramic tile.
- 2. Stone thresholds.
- 3. Waterproof membrane.
- 4. Metal edge strips.

B. Related Sections:

- 1. Division 07 Section "Joint Sealants" for sealing of expansion, contraction, control, and isolation joints in tile surfaces.
- 2. Division 09 Section "Gypsum Board" for cementitious backer units and glass-mat, water-resistant backer board.

1.3 DEFINITIONS

- A. General: Definitions in the ANSI A108 series of tile installation standards and in ANSI A137.1 apply to Work of this Section unless otherwise specified.
- B. ANSI A108 Series: ANSI A108.01, ANSI A108.02, ANSI A108.1A, ANSI A108.1B, ANSI A108.1C, ANSI A108.4, ANSI A108.5, ANSI A108.6, ANSI A108.8, ANSI A108.9, ANSI A108.10, ANSI A108.11, ANSI A108.12, ANSI A108.13, ANSI A108.14, ANSI A108.15, ANSI A108.16, and ANSI A108.17, which are contained in "American National Standard Specifications for Installation of Ceramic Tile."
- C. Module Size: Actual tile size plus joint width indicated.
- D. Face Size: Actual tile size, excluding spacer lugs.

1.4 PERFORMANCE REQUIREMENTS

- A. Static Coefficient of Friction: For tile installed on walkway surfaces, provide products with the following values as determined by testing identical products per ASTM C 1028:
 - 1. Level Surfaces: Minimum 0.60.
 - 2. Step Treads: Minimum 0.60.

3. Ramp Surfaces: Minimum 0.80.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.
- C. Samples for Verification:
 - 1. Full-size units of each type and composition of tile and for each color and finish required.
 - 2. Assembled samples mounted on a rigid panel, with grouted joints, for each type and composition of tile and for each color and finish required. Make samples at least 12 inches square, but not fewer than 4 tiles. Use grout of type and in color or colors approved for completed Work.
 - 3. Full-size units of each type of trim and accessory.
 - 4. Stone thresholds in 6-inch lengths.
 - 5. Metal edge strips in 6-inch lengths.
- D. Qualification Data: For qualified Installer.
- E. Product Certificates: For each type of product, signed by product manufacturer.
- F. Material Test Reports: For each tile-setting and -grouting product.

1.6 QUALITY ASSURANCE

- A. Source Limitations for Tile: Obtain tile of each type and color or finish from one source or producer.
 - 1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from one manufacturer and each aggregate from one source or producer.
- C. Source Limitations for Other Products: Obtain each of the following products specified in this Section from a single manufacturer for each product:
 - 1. Stone thresholds.
 - 2. Waterproof membrane.
 - 3. Joint sealants.
 - 4. Cementitious backer units.
 - 5. Metal edge strips.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.

- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing.
- E. Handle tile that has temporary protective coating on exposed surfaces to prevent coated surfaces from contacting backs or edges of other units. If coating does contact bonding surfaces of tile, remove coating from bonding surfaces before setting tile.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

1.9 EXTRA MATERIALS

- A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.
 - 2. Grout: Furnish quantity of grout equal to 3 percent of amount installed for each type, composition, and color indicated.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers / Products: Subject to compliance with requirements, provide products indicated on Finish Schedule on Drawings.

2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
 - 1. Provide tile complying with Standard grade requirements unless otherwise indicated.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCA installation methods specified in tile installation schedules, and other requirements specified.

- C. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.
- D. Mounting: For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer unless otherwise indicated.
- E. Factory-Applied Temporary Protective Coating: Where indicated under tile type, protect exposed surfaces of tile against adherence of mortar and grout by pre-coating with continuous film of petroleum paraffin wax, applied hot. Do not coat unexposed tile surfaces.

2.3 TILE PRODUCTS

- A. Tile Type: Glazed ceramic wall tile. (WT1, WT2)
 - 1. Manufacturers: Subject to compliance with requirements, provide products on Finish Schedule or equal.
 - 2. Module Size: As shown.
 - 3. Thickness: 5/16 inch, unless otherwise indicated by product designation.
 - 4. Face: Plain with modified square edges or cushion edges.
 - 5. Tile Color and Pattern: As selected indicated in the Finish Schedule.
 - 6. Grout Color: As selected by Architect from manufacturer's full range.
 - 7. Trim Units: Coordinated with sizes and coursing of adjoining flat tile where applicable and matching characteristics of adjoining flat tile.
- B. Tile Type: Unglazed floor tile. (FT1)
 - Manufacturers: Subject to compliance with requirements, provide products on Finish Schedule or equal.
 - 2. Composition: Ceramic.
 - 3. Face Size: Refer to Finish Schedule.
 - 4. Thickness: 5/16 inch.
 - 5. Face: Plain with square or cushion edges.
 - 6. Finish: Refer to Finish Schedule.
 - 7. Tile Color and Pattern: As indicated by manufacturer's designations.
 - 8. Grout Color: As selected by Architect from manufacturer's full range.

2.4 THRESHOLDS

- A. General: Fabricate to sizes and profiles indicated or required to provide transition between adjacent floor finishes.
 - 1. Bevel edges at 1:2 slope, with lower edge of bevel aligned with or up to 1/16 inch above adjacent floor surface. Finish bevel to match top surface of threshold. Limit height of threshold to 1/2 inch or less above adjacent floor surface.
- B. Marble Thresholds: ASTM C 503, with a minimum abrasion resistance of 10 per ASTM C 1353 or ASTM C 241 and with honed finish.

1. Description: Uniform, fine- to medium-grained black stone.

2.5 TILE BACKING PANELS

A. Cementitious Backer Units: ANSI A118.9 or ASTM C 1325, in maximum lengths available to minimize end-to-end butt joints. Refer to Division 09 Section "Gypsum Board."

2.6 WATERPROOF MEMBRANE

- A. General: Manufacturer's standard product that complies with ANSI A118.10 and is recommended by the manufacturer for the application indicated. Include reinforcement and accessories recommended by manufacturer.
- B. Fabric-Reinforced, Fluid-Applied Membrane: System consisting of liquid-latex rubber or elastomeric polymer and continuous fabric reinforcement.
 - 1. Acceptable Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. Boiardi Products; a QEP company; Elastiment 344 Reinforced Waterproofing Membrane.
 - b. Bonsal American; an Oldcastle company; B 6000 Waterproof Membrane with Glass Fabric.
 - c. Bostik, Inc.; Hydroment Blacktop 90210.
 - d. Custom Building Products; 9240 Waterproofing and Anti-Fracture Membrane.
 - e. Laticrete International, Inc.; Laticrete 9235 Waterproof Membrane.
 - f. MAPEI Corporation; Mapelastic L (PRP M19).
- C. Latex-Portland Cement: Flexible mortar consisting of cement-based mix and latex additive.
 - 1. Acceptable Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. Boiardi Products; a QEP company; Elastiment 323 Cement Based Waterproofing Membrane.
 - b. C-Cure; UltraCure 971.
 - c. MAPEI Corporation; Mapelastic (PRP 315).
 - d. Southern Grouts & Mortars, Inc.; Southerete 1100.
 - e. TEC; a subsidiary of H. B. Fuller Company; Triple Flex Waterproofing, Membrane & Mortar.

2.7 SETTING MATERIALS

- A. Latex-Portland Cement Mortar (Thin Set): ANSI A118.4.
 - 1. Manufacturers: Subject to compliance with requirements, provide products that may be incorporated into the Work manufactured by Laticrete International, Inc. or by one of the following or equal:
 - a. Bonsal American; an Oldcastle company.
 - b. MAPEI Corporation.
 - c. TEC; a subsidiary of H. B. Fuller Company.
 - 2. For wall applications, provide mortar that complies with requirements for nonsagging mortar in addition to the other requirements in ANSI A118.4.

- a. For oversize wall tile applications provide "255 MuiltMax" by Laticrete International, Inc. or equal.
- B. Organic Adhesive: ANSI A136.1, Type I.
 - 1. Basis of Design Manufacturer: Subject to compliance with requirements, provide products that may be incorporated into the Work manufactured by Laticrete International, Inc. or by one of the following or equal:
 - a. Bonsal American; an Oldcastle company.
 - b. MAPEI Corporation.
 - c. TEC; a subsidiary of H. B. Fuller Company.

2.8 GROUT MATERIALS

- A. Sand-Portland Cement Grout: ANSI A108.10, composed of white or gray cement and white or colored aggregate as required to produce color indicated.
- B. Standard Cement Grout: ANSI A118.6.
 - 1. Basis of Design Manufacturer: Subject to compliance with requirements, provide products that may be incorporated into the Work manufactured by Laticrete International, Inc. or by one of the following or equal:
 - a. Bonsal American; an Oldcastle company.
 - b. MAPEI Corporation.
 - c. TEC; a subsidiary of H. B. Fuller Company.
- C. Polymer-Modified Tile Grout: ANSI A118.7.
 - 1. Manufacturers: Subject to compliance with requirements, provide products that may be incorporated into the Work manufactured by Laticrete International, Inc. or by one of the following or equal:
 - a. Bonsal American; an Oldcastle company.
 - b. MAPEI Corporation.
 - c. TEC; a subsidiary of H. B. Fuller Company.

2.9 ELASTOMERIC SEALANTS

A. General: Provide sealants, primers, backer rods, and other sealant accessories that comply with the following requirements and with the applicable requirements in Division 07 Section "Joint Sealants."

2.10 MISCELLANEOUS MATERIALS

A. Trowelable Underlayments and Patching Compounds: Latex-modified, portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.

- B. Temporary Protective Coating: Product indicated below that is formulated to protect exposed surfaces of tile against adherence of mortar and grout; compatible with tile, mortar, and grout products; and easily removable after grouting is completed without damaging grout or tile.
 - 1. Grout release in form of manufacturer's standard proprietary liquid coating that is specially formulated and recommended for use as temporary protective coating for tile.
- C. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.
- D. Grout Sealer: Manufacturer's standard product for sealing grout joints and that does not change color or appearance of grout.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. Bonsal American; an Oldcastle company; Grout Sealer.
 - b. Bostik, Inc.; CeramaSeal Grout & Tile Sealer.
 - c. MAPEI Corporation; KER 003, Silicone Spray Sealer for Cementitious Tile Grout.
 - d. TEC; a subsidiary of H. B. Fuller Company; TA-256 Penetrating Silicone Grout Sealer.

2.11 MIXING MORTARS AND GROUT

- A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.
- B. Add materials, water, and additives in accurate proportions.
- C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
 - 1. Verify that substrates for setting tile are firm, dry, clean, free of coatings that are incompatible with tile-setting materials including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
 - 2. Verify that concrete substrates for tile floors installed with bonded mortar bed or thin-set mortar comply with surface finish requirements in ANSI A108.01 for installations indicated.
 - a. Verify that surfaces that received a steel trowel finish have been mechanically scarified.
 - b. Verify that protrusions, bumps, and ridges have been removed by sanding or grinding.

- 3. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
- 4. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with thin-set mortar with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- B. Where indicated, prepare substrates to receive waterproofing by applying a reinforced mortar bed that complies with ANSI A108.1A and is sloped 1/4 inch per foot toward drains.
- C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.3 TILE INSTALLATION

- A. Comply with TCA's "Handbook for Ceramic Tile Installation" for TCA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 Series "Specifications for Installation of Ceramic Tile" that are referenced in TCA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
- B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- D. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
 - 1. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so joints between sheets are not apparent in finished work.
 - 2. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.
 - 3. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.
- E. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:

1. Ceramic Mosaic Tile: 1/16 inch.

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- 2. Paver Tile: 1/4 inch.
- 3. Glazed Wall Tile: 1/16 inch.
- F. Lay out tile wainscots to dimensions indicated or to next full tile beyond dimensions indicated.
- G. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.
 - 1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
 - 2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."
- H. Stone Thresholds: Install stone thresholds in same type of setting bed as adjacent floor unless otherwise indicated.
 - 1. At locations where mortar bed (thickset) would otherwise be exposed above adjacent floor finishes, set thresholds in latex-portland cement mortar (thin set).
 - 2. Do not extend waterproofing or crack isolation membrane under thresholds set in latex-portland cement mortar. Fill joints between such thresholds and adjoining tile set on waterproofing or crack isolation membrane with elastomeric sealant.
- I. Metal Edge Strips: Install at locations indicated or where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with or below top of tile and no threshold is indicated.

3.4 TILE BACKING PANEL INSTALLATION

A. Install cementitious backer units and treat joints according to ANSI A108.11 and manufacturer's written instructions for type of application indicated. Use latex-portland cement mortar for bonding material unless otherwise directed in manufacturer's written instructions.

3.5 WATERPROOFING INSTALLATION

- A. Install waterproofing to comply with ANSI A108.13 and manufacturer's written instructions to produce waterproof membrane of uniform thickness and bonded securely to substrate.
- B. Do not install tile or setting materials over waterproofing until waterproofing has cured and been tested to determine that it is watertight.

3.6 CLEANING AND PROTECTING

- A. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove latex-portland cement grout residue from tile as soon as possible.
 - 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.
 - 3. Remove temporary protective coating by method recommended by coating manufacturer and that is acceptable to tile and grout manufacturer. Trap and remove coating to prevent drain clogging.
- B. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- C. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.

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D. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

END OF SECTION 093000

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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Acoustical panels and exposed suspension systems for ceilings.
 - 2. Acoustical wood panel ceilings and exposed suspension systems for ceilings.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.
- C. Related Sections:
 - 1. Division 09 "Non-Structural Metal Framing" for tile suspension system.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.
 - 1. Acoustical Panel: Set of full-size samples of each type, color, pattern, and texture.
 - 2. Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch-long Samples of each type, finish, and color.
- C. Linear Acoustical Panels: Submit coordinated MEP / panel location drawing for approval prior to panel installation.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each acoustical panel ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.
- B. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.

1.5 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 - 2. Smoke-Developed Index: 50 or less.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Acoustical Ceiling Panels: Full-size panels equal to 2 percent of quantity installed.
 - 2. Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, 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.

1.9 FIELD 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.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers / Products: Subject to compliance with requirements, provide products indicated on Finish Schedule on Drawings.

2.2 ACOUSTICAL PANELS, GENERAL

- A. Source Limitations:
 - 1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
 - 2. Suspension System: Obtain each type from single source from single manufacturer.
- B. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.
- C. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.
- D. 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 reflectance's unless otherwise indicated.
 - 1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches away from test surface according to ASTM E 795.
- E. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
 - 1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 MINERAL BASE ACOUSTICAL PANELS (ACT1)

- A. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:
 - 1. Type and Form: Type IV, mineral base with membrane-faced overlay; Form 2, water felted; with vinyl overlay on face.
- B. Color: White.
- C. Manufacturer Basis of Design: As indicated on the Finish Schedule.
- D. Size and Thickness: As indicated on Finish Schedule on Drawings.

2.4 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 requirements in ASTM C 635.
 - 1. High-Humidity Finish: Comply with ASTM C 635 requirements for "Coating Classification for Severe Environment Performance" where high-humidity finishes are indicated.
- B. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

- 1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing according to ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.
 - a. Type: Postinstalled expansion anchors.
 - b. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (0.005 mm) for Class SC 1 service condition.
- 2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing according to ASTM E 1190, conducted by a qualified testing and inspecting agency.
- C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
 - 1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641, Class 1 zinc coating, soft temper.
 - 2. Stainless-Steel Wire: ASTM A 580, Type 304, nonmagnetic.
 - 3. Nickel-Copper-Alloy Wire: ASTM B 164, nickel-copper-alloy UNS No. N04400.
 - 4. 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-diameter wire.
- D. Hold-Down Clips: Where indicated, provide manufacturer's standard hold-down clips spaced 24 inches o.c. on all cross tees.
- E. Impact Clips: Where indicated, provide manufacturer's standard impact-clip system designed to absorb impact forces against acoustical panels.

2.5 METAL SUSPENSION SYSTEM (SS1)

- A. Narrow-Face, Capped, Double-Web, Steel Suspension System (SS1): Main and cross runners roll formed from cold-rolled steel sheet, pre-painted, electrolytic zinc-coated or hot-dip galvanized according to ASTM A 653, G30coating designation, with prefinished, cold-rolled, 9/16-inch-wide sheet metal caps on flanges.
 - 1. Structural Classification: Heavy-duty system.
 - 2. End Condition of Cross Runners: Override (stepped) type.
 - 3. Face Design: Flat, flush.
 - 4. Cap Material: Galvanized steel.
 - 5. Cap Finish: Painted white.
- B. Linear Acoustic Panel Hanging Suspension System (SS3): Manufacturer's standard suspension system comprised of top end connectors for attachment to structural desk; aircraft type cables and fork gripper for attachment to panel.

2.6 METAL EDGE MOLDINGS AND TRIM

- A. Manufacturers: Subject to compliance with requirements provide edge moldings from same manufacturer as suspension system.
- B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
 - 1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
 - 2. 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.
 - 3. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
- C. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extrudedaluminum edge moldings and trim of profile indicated or referenced by manufacturer's designations, including splice plates, corner pieces, and attachment and other clips, complying with seismic design requirements and the following:
 - 1. Aluminum Alloy: 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 properties of aluminum extrusions complying with ASTM B 221 for Alloy and Temper 6063-T5.
 - 2. Baked-Enamel or Powder-Coat Finish: Minimum dry film thickness of 1.5 mils. Comply with ASTM C 635/C 635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

2.7 ACOUSTICAL SEALANT

- A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Acoustical Sealant for Exposed and Concealed Joints: Provide the following or approved equal:
 - a. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
 - b. USG Corporation; SHEETROCK Acoustical Sealant.
- B. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
 - 1. Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including 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 with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 ACOUSTICAL PANEL INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636 and seismic design requirements indicated, per manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- 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, countersplaying, or other equally effective means.
 - 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.
 - 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 and 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, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 - 6. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 - 7. Do not attach hangers to steel deck tabs.
 - 8. Space hangers not more than 48 inches o.c. along each member supported directly from hangers, unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
 - 9. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- 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. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
- 2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.
- 3. 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 fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
 - 1. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension system runners and moldings.
 - 2. For reveal-edged panels on suspension system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
 - 3. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
 - 4. Install hold-down clips in areas indicated, in areas required by authorities having jurisdiction, and for fire-resistance ratings; space as recommended by panel manufacturer's written instructions, unless otherwise indicated.

F. Linear Acoustic Ceiling Panel

- 1. Fasten anchor to the structure above in approved location per approved coordinated drawing.
- 2. Thread cable through the end fork grip.
- 3. Level panels, trim excess cable.

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.

END OF SECTION 095113

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Resilient base.
 - 2. Resilient molding accessories.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of product indicated.
- C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches long, of each resilient product color, texture, and pattern required.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.6 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.

- 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

1.7 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers and Products: Subject to compliance with requirements, provide products indicated on Finish Schedule on Drawings.

2.2 RESILIENT BASE (B1)

- A. Manufacturers and Products: Subject to compliance with requirements, provide product indicated on Finish Schedule on Drawings.
- B. Resilient Base Standard: ASTM F 1861.
 - 1. Material Requirement: Type TV (vinyl, thermoplastic).
 - 2. Manufacturing Method: Group I (solid, homogeneous).
 - 3. Style: Cove (base with toe) Straight (flat or toeless).
 - 4. Provide vented base at wood flooring locations and elsewhere as shown.
- C. Minimum Thickness; Standard Base (B1): 0.125 inch.
- D. Height: As indicated on Finish Schedule.
- E. Lengths: Cut lengths 48 inches long or coils in manufacturer's standard length.
- F. Outside Corners: Job formed or preformed.
- G. Inside Corners: Job formed or preformed.
- H. Finish and Color: Satin finish; refer to Finish Schedule for colors.

2.3 RESILIENT MOLDING ACCESSORY

- A. Resilient Molding Accessory:
 - 1. Manufacturers: Subject to compliance with requirements, provide resilient molding accessories by accessory manufacturer or approved equal.
- B. Description: Cap for cove resilient floor covering, Carpet edge for glue-down applications, Reducer strip for resilient floor covering, Transition strips.
- C. Material: Vinyl.
- D. Profile and Dimensions: As indicated.

2.4 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
 - 1. Use adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Cove Base Adhesives: Not more than 50 g/L.
 - b. Rubber Floor Adhesives: Not more than 60 g/L.
- C. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of tiles, and in maximum available lengths to minimize running joints.
- D. Floor Polish: Provide protective liquid floor polish products as recommended by resilient stair tread manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
 - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
 - 4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
 - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until they are same temperature as the space where they are to be installed.
 - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.

H. Job-Formed Corners:

- 1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends.
- 2. Inside Corners: Use straight pieces of maximum lengths possible.

3.4 RESILIENT ACCESSORY INSTALLATION

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

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: Remove soil, visible adhesive, and surface blemishes from resilient stair treads before applying liquid floor polish.
 - 1. Apply two coat(s).
- E. Cover resilient products until Substantial Completion.

END OF SECTION 096513

SECTION 099123 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior and exterior substrates:
 - 1. Steel.
 - 2. Galvanized metal.
 - 3. Concrete.
 - 4. Wood.
 - 5. Gypsum board.

1.3 DEFINITIONS

- A. Gloss Level 1 (Flat): Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 3 (Eggshell): 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 5 (Semi-Gloss): 35 to 70 units at 60 degrees, according to ASTM D 523.
- D. Gloss Level 6 (Gloss): 70 to 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg. F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg. F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg. F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers and Products: Subject to compliance with requirements, provide product indicated on Finish Schedule on Drawings.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: As indicated on Finish Schedule on Drawings.

2.3 PRIMERS/SEALERS

- A. Primer Sealer, Latex, Interior: MPI #50.
- B. Primer Sealer, Interior, Institutional Low Odor/VOC: MPI #149.
- C. Primer, Latex, for Interior Wood: MPI #39.

2.4 METAL PRIMERS

A. Primer, Rust-Inhibitive, Water Based: MPI #107.

B. Primer, Galvanized, Water Based: MPI #134.

2.5 WATER-BASED PAINTS

- A. Latex, Interior, Flat, (Gloss Level 1): MPI #53.
- B. Latex, Interior, (Gloss Level 3): MPI #52.
- C. Latex, Interior, Semi-Gloss, (Gloss Level 5): MPI #54.

2.6 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Concrete: 12 percent.
 - 2. Masonry (Clay and CMU): 12 percent.
 - 3. Wood: 15 percent.
 - 4. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer, but not less than the following:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Wood Substrates:
 - 1. Sand surfaces that will be exposed to view, and dust off.
 - 2. Prime edges, ends, faces, undersides, and backsides of wood.
 - 3. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

- 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed in equipment rooms:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Pipe hangers and supports.
 - d. Metal conduit.
 - 2. Paint the following work where exposed in occupied spaces:
 - a. Uninsulated metal piping.
 - b. Pipe hangers and supports.
 - c. Metal conduit.
 - d. Other items as directed by Architect.
 - 3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099123

SECTION 101423 - ROOM-IDENTIFICATION PANEL SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes room-identification signs that are directly attached to the building.

1.3 DEFINITIONS

A. Accessible: In accordance with the accessibility standard.

1.4 COORDINATION

A. Furnish templates for placement of sign-anchorage devices embedded in permanent construction by other installers.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For room-identification signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
 - 3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size.
- C. Samples for Verification: For each type of sign assembly showing all components and with the required finish(es), in manufacturer's standard size unless otherwise indicated and as follows:
 - 1. Room-Identification Signs: Full-size Sample.
 - 2. Full-size Samples, if approved, will be returned to Contractor for use in Project.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in ICC A117.1.

2.2 ROOM-IDENTIFICATION SIGNS

- A. Room-Identification Sign: Sign with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
 - 1. Laminated-Sheet Sign: Photopolymer face sheet with raised graphics laminated to acrylic backing sheet to produce composite sheet.
 - a. Composite-Sheet Thickness: 0.125 inch.
 - b. Surface-Applied Graphics: Applied vinyl film.
 - c. Color(s): As selected by Architect from manufacturer's full range.
 - 2. Sign-Panel Perimeter: Finish edges smooth.
 - a. Edge Condition: Square cut.
 - b. Corner Condition in Elevation: Square.
 - 3. Mounting: Surface mounted to wall with adhesive or two-face tape.
 - 4. Text and Typeface: Accessible raised characters and Braille typeface as selected by Architect from manufacturer's full range.

2.3 SIGN MATERIALS

- A. Acrylic Sheet: ASTM D 4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).
- B. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

2.4 ACCESSORIES

A. Adhesive: As recommended by sign manufacturer.

2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 - 1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.
 - 2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
 - 3. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.

4. Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.

2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Install signs so they do not protrude or obstruct according to the accessibility standard.
 - 3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
- B. Accessibility: Install signs in locations on walls as indicated on Drawings and according to the accessibility standard.

C. Mounting Methods:

- 1. Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges. Place sign in position and push to engage adhesive. Temporarily support sign in position until adhesive fully sets.
- 2. Two-Face Tape: Clean bond-breaking materials from substrate surface and remove loose debris. Apply tape strips symmetrically to back of sign and of suitable quantity to support weight of sign without slippage. Keep strips away from edges to prevent visibility at sign edges. Place sign in position and push to engage tape adhesive.

3.2 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.

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C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101423

SECTION 102113 - TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Solid-polymer toilet compartments configured as toilet enclosures and urinal screens.
- B. Related Sections:
 - Division 10 Section "Toilet Room Accessories" for toilet tissue dispensers, grab bars and similar accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For toilet compartments. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Show locations of cutouts for compartment-mounted toilet accessories.
 - 2. Show locations of centerlines of toilet fixtures.
 - 3. Show overhead support or bracing locations.
- C. Samples for Verification: For the following products, in manufacturer's standard sizes unless otherwise indicated:
 - 1. Each type of material, color, and finish required for units, prepared on 6-inch- square Samples of same thickness and material indicated for Work.
 - 2. Each type of hardware and accessory.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For toilet compartments to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84, or another standard acceptable to authorities having jurisdiction, by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: 25 or less.
 - 2. Smoke-Developed Index: 450 or less.
- B. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities" and ICC/ANSI A117.1 for toilet compartments designated as accessible.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of toilet fixtures, walls, columns, ceilings, and other construction contiguous with toilet compartments by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aluminum Castings: ASTM B 26.
- B. Aluminum Extrusions: ASTM B 221.
- C. Brass Castings: ASTM B 584.
- D. Brass Extrusions: ASTM B 455.
- E. Steel Sheet: Commercial steel sheet for exposed applications; mill phosphatized and selected for smoothness.
 - 1. Electrolytically Zinc Coated: ASTM A 879, 01Z.
 - 2. Hot-Dip Galvanized: ASTM A 653, either hot-dip galvanized or galvannealed.
- F. Stainless-Steel Sheet: ASTM A 666, Type 304, stretcher-leveled standard of flatness.
- G. Stainless-Steel Castings: ASTM A 743.
- H. Zamac: ASTM B 86, commercial zinc-alloy die castings.
- I. Plastic Laminate: NEMA LD 3, general-purpose HGS grade, 0.048-inch nominal thickness.

2.2 SOLID-POLYMER UNITS (TP1)

A. Basis-of-Design Product: Subject to compliance with requirements, provide the basis of design toilet compartments as indicated on Finish Schedule. Provide the Basis of Design product or approved equal.

- B. Toilet-Enclosure Style: Overhead braced.
- C. Urinal-Screen Style: Wall hung.
- D. Door, Panel, Screen, and Pilaster Construction: Solid, high-density polyethylene (HDPE) panel material, not less than 1 inch thick, seamless, with eased edges, and with homogenous color and pattern throughout thickness of material.
 - 1. Heat-Sink Strip: Manufacturer's standard continuous, extruded-aluminum or stainless-steel strip fastened to exposed bottom edges of solid-polymer components to prevent burning.
 - 2. Color and Pattern: One color and pattern in each room as selected by Architect from manufacturer's full range "Stainless, EX Texture".
- E. Pilaster Shoes: Manufacturer's standard design; stainless steel.
- F. Brackets (Fittings):
 - 1. Full-Height (Continuous) Type: Manufacturer's standard design; stainless steel.
- G. Overhead Cross Bracing for Ceiling-Hung Units: As recommended by manufacturer and fabricated from solid polymer.

2.3 ACCESSORIES

- A. Hardware and Accessories: Manufacturer's standard design, heavy-duty operating hardware and accessories.
 - 1. Material: Stainless steel.
 - 2. Hinges: Manufacturer's standard.
 - 3. Latch and Keeper: Manufacturer's standard surface-mounted latch unit designed for emergency access and with combination rubber-faced door strike and keeper. Provide units that comply with regulatory requirements for accessibility at compartments designated as accessible.
 - 4. Coat Hook: Manufacturer's standard combination hook and rubber-tipped bumper, sized to prevent in-swinging door from hitting compartment-mounted accessories.
 - 5. Door Bumper: Manufacturer's standard rubber-tipped bumper at out-swinging doors.
 - 6. Door Pull: Manufacturer's standard unit at out-swinging doors that complies with regulatory requirements for accessibility. Provide units on both sides of doors at compartments designated as accessible.
- B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.
- C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel or chrome-plated steel or brass, finished to match the items they are securing, with theft-resistant-type heads. Provide sextype bolts for through-bolt applications. For concealed anchors, use stainless steel, hot-dip galvanized steel, or other rust-resistant, protective-coated steel.

2.4 FABRICATION

- A. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, and anchors at pilasters to suit floor conditions. Provide shoes at pilasters to conceal supports and leveling mechanism.
- B. Door Size and Swings: Unless otherwise indicated, provide 24-inch- wide, in-swinging doors for standard toilet compartments and 36-inch- wide, out-swinging doors with a minimum 32-inch- wide, clear opening for compartments designated as accessible.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
 - 1. Maximum Clearances:

a. Pilasters and Panels: 1/2 inch.b. Panels and Walls: 1 inch.

B. Overhead-Braced Units: Secure pilasters to floor and level, plumb, and tighten. Set pilasters with anchors penetrating not less than 1-3/4 inches into structural floor unless otherwise indicated in manufacturer's written instructions. Secure continuous head rail to each pilaster with no fewer than two fasteners. Hang doors to align tops of doors with tops of panels, and adjust so tops of doors are parallel with overhead brace when doors are in closed position.

3.2 ADJUSTING

A. Hardware Adjustment: Adjust and lubricate hardware according to hardware manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION 102113

SECTION 102800 - TOILET ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The provisions of the Design Build Contract Documents, including the Design Build Agreement, the Bridging Architect's Documents and other Division 1 Performance Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Toilet accessories.
 - 2. Childcare accessories.

B. Related Sections:

Division 08 Section "Mirrors".

1.3 SUSTAINABLE DESIGN REQUIREMENTS

A. Sustainable Design Requirements: Design Builder shall provide materials and systems as required to meet the sustainable design goals for this Project. Refer to Division 1 Section 018113 "Sustainable Design Requirements" for additional information.

1.4 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
 - 3. Include electrical characteristics.
- B. Samples: Full size, for each exposed product and for each finish specified.
 - 1. Approved full-size Samples will be returned and may be used in the Work.
- C. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory TOILET ACCESSORIES 102800 1

required.

- 1. Identify locations using room designations indicated.
- 2. Identify accessories using designations indicated.

1.6 INFORMATION SUBMITTALS

A. Maintenance Data: For accessories to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 TOILET ACCESSORIES

- A. Source Limitations: Obtain washroom accessories from single source from single manufacturer.
- B. Surface Mounted Toilet Tissue Dispenser:
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Bobrick Washroom Equipment; as indicated on the Toilet Room Accessories Schedule on the drawings, or a comparable product by one of the following:
 - a. American Specialties, Inc.
 - b. Bradley Corporation.
 - 2. Description: Combination unit with double-roll toilet tissue dispenser and the following:
 - a. Surface-mounted multi-roll toilet tissue dispenser type-304 stainless steel with all-welded construction, including dispensing mechanism, inner housing and cam; Front of toilet tissue dispenser door shall be drawn, one-piece, seamless construction. Door shall be secured to cabinet with two rivets and equipped with a tumbler lock keyed like other washroom accessories. Unit shall dispense two standard-core toilet tissue rolls up to 5-1/4" diameter (1800 sheets). Extra roll shall automatically drop in place when bottom roll is depleted. Unit shall be equipped with two theft-resistant, heavy-duty, one-piece, molded ABS spindles.
 - 3. Toilet Tissue Dispenser Operation: Noncontrol delivery with theft-resistant spindles.
 - 4. Material and Finish: Stainless steel, No. 4 finish (satin).
 - 5. Lockset: Tumbler type.

C. Surface Mounted Paper Towel Dispenser:

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide Bradley Corporation; as indicated on the Toilet Room Accessories Schedule on the drawings, or a comparable product by one of the following:
 - a. American Specialties, Inc.

- b. Bobrick Washroom Equipment.
- 2. Description: Surface-mounted unit with folded paper towel dispenser and the following:
 - a. Surface-mounted C- fold and multifold paper towel dispenser type-304 stainless steel with all-welded construction, including cabinet, door, inner housing and cam. One-piece door shall be secured to all-welded cabinet with a full-length stainless steel piano-hinge; equipped with a knob latch. Paper towel tray shall have hemmed opening to dispense paper towels without tearing. Unit shall be capable of dispensing 200 C-fold or 275 multifold paper towels measuring 3-1/8" to 3- 13/16" (79 to 97mm) deep. Provide the following mounting heights:
 - 1) Recommended Mounting Heights off Floor: 58" to 62" (1475 mm to 1575 mm).
 - 2) Recommended Mounting Heights off Floor for Accessible Design: 47" (1195 mm).

D. Waste Receptacle:

- 1. provide Bobrick Washroom Equipment; as indicated on the Toilet Room Accessories Schedule on the drawings, or a comparable product by one of the following:
 - a. American Specialties, Inc.
 - b. Bradley Corporation.
- E. Automatic Liquid-Soap Dispenser:
 - 1. provide Bobrick Washroom Equipment; as indicated on the Toilet Room Accessories Schedule on the drawings, or a comparable product by one of the following:
 - a. American Specialties, Inc.
 - b. Bradley Corporation.

F. Grab Bar

- 1. Basis of Design Product: Subject to compliance with requirements, provide Bobrick Washroom Equipment; as indicated on the Toilet Room Accessories Schedule on the drawings, or a comparable product by one of the following:
 - a. American Specialties, Inc.
 - b. Bradley Corporation.
- 2. Mounting: Flanges with concealed fasteners.
- 3. Material: Stainless steel, 0.05 inch thick.
 - a. Finish: Smooth, No. 4 finish (satin) on ends and slip-resistant texture in grip area.
- 4. Outside Diameter: 1-1/2 inches.
- 5. Configurations and Lengths: As indicated on Drawings.

G. Sanitary Napkin Disposal

1. Basis of Design Product: Subject to compliance with requirements, provide Bobrick Washroom Equipment, Inc; as indicated on the Toilet Room Accessories Schedule on the drawings, or comparable product by one of the following:

- a. American Specialties, Inc.
- b. Bradley Corporation.
- 2. Description: Surface-mounted sanitary napkin disposal, type-304 stainless steel with all-welded construction; exposed surfaces satin finish. Door secured to cabinet with a full-length stainless steel piano-hinge and equipped with a tumbler lock keyed like other washroom accessories. Self-closing panel covering each disposal opening. Panel bottom edge hemmed secured to door with spring-loaded, full-length stainless steel piano-hinge, and equipped with international graphic symbols identifying sanitary napkin disposal. Unit furnished with a removable, leak-proof molded polyethylene receptacle. Receptacle capacity of 1.2-gal.

2.3 CHILDCARE ACCESSORIES

- A. Source Limitations: Obtain childcare accessories from single source from single manufacturer.
- B. Diaper-Changing Station:
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Koala Kare Products; Model as indicated on the Toilet Room Accessories Schedule on the drawings, or a comparable product by one of the following:
 - a. American Specialties, Inc.
 - 2. Description: Horizontal unit that opens by folding down from stored position and with child-protection strap.
 - a. Engineered to support minimum of 250-lb static load when opened.
 - 3. Mounting: Recessed, with unit projecting not more than 1 inch from wall when closed.
 - 4. Operation: By pneumatic shock-absorbing mechanism.
 - 5. Material and Finish: Stainless steel, No. 4 finish (satin), exterior shell with rounded plastic corners; HDPE interior in manufacturer's standard color.
 - 6. Liner Dispenser: Built in.

2.4 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, 0.031-inch minimum nominal thickness unless otherwise indicated.
- B. Brass: ASTM B 19, flat products; ASTM B 16/B 16M, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.
- C. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.036- inch minimum nominal thickness.
- D. Galvanized-Steel Sheet: ASTM A 653/A 653M, with G60 hot-dip zinc coating.
- E. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- F. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper- and-theft resistant where exposed, and of galvanized steel where concealed.
- G. Chrome Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).

2.5 FABRICATION

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to GSA's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
- B. Grab Bars: Install to withstand a downward load of at least 250 lbf, when tested according to ASTM F 446.

3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Remove temporary labels and protective coatings.
- C. Clean and polish exposed surfaces according to manufacturer's written instructions.

END OF SECTION 102800

SECTION 123623.13 - PLASTIC-LAMINATE-CLAD COUNTERTOPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Plastic-laminate-clad countertops.
- 2. Accessories.

1.2 ACTION SUBMITTALS

A. Product Data:

- 1. Plastic-laminate-clad countertops.
- 2. Accessories.
- B. Shop Drawings: For plastic-laminate-clad countertops.
 - 1. Include plans, sections, details, and attachments to other work. Detail fabrication and installation, including field joints.
 - 2. Show locations and sizes of cutouts and holes for items installed in plastic-laminate-clad countertops.
 - 3. Apply AWI Quality Certification, WI Certified Compliance Program label to Shop Drawings.
- Samples: Plastic laminates in each type, color, pattern, and surface finish required in manufacturer's standard size.
- D. Samples for Initial Selection: For plastic laminates.
- E. Samples for Verification: As follows:
 - 1. Plastic Laminates: For each type, color, pattern, and surface finish required, 12 by 12 inches in size.
 - 2. Fabrication Sample: For each type and profile of countertop required, provide one sample applied to core material with specified edge material applied to one edge.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, fabricator.
- B. Product Certificates: For the following:
 - 1. Composite wood products.
 - 2. High-pressure decorative laminate.
 - 3. Chemical-resistant, high-pressure decorative laminate.
 - 4. Adhesives.

C. Quality Standard Compliance Certificates: AWI Quality Certification Program & WI Certified Compliance Program.

1.4 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
 - 1. Shop Certification: AWI's Quality Certification Program accredited participant & WI's Certified Compliance Program licensee.
- B. Installer Qualifications: AWI's Quality Certification Program accredited participant.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver countertops only after casework and supports on which they will be installed have been completed in installation areas.
- B. Store countertops in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.
- C. Keep surfaces of countertops covered with protective covering during handling and installation.

1.6 FIELD CONDITIONS

- A. Environmental Limitations without Humidity Control: Do not deliver or install countertops until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.
- B. Environmental Limitations with Humidity Control: Do not deliver or install countertops until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity between 30 and 60 percent during the remainder of the construction period.
- C. Field Measurements: Where countertops are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- D. Established Dimensions: Where countertops are indicated to fit to other construction, establish dimensions for areas where countertops are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 FABRICATORS

A. Basis of Design Product: Subject to compliance with requirements, provide Basis of Design product as

shown on Finish Schedule or approved comparable product.

2.2 PLASTIC-LAMINATE-CLAD COUNTERTOPS (PL-2)

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of plastic-laminate-clad countertops indicated for construction, finishes, installation, and other requirements.
 - 1. Provide inspections of fabrication and installation together with labels and certificates from AWI certification program indicating that countertops comply with requirements of grades specified.
 - 2. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.
- B. Grade: **Premium**.
- C. Colors, Patterns, and Finishes: Provide materials and products as indicated on the Finish Schedule, or an approved equal:
- D. Edge Treatment: Same as laminate cladding on horizontal surfaces.
- E. Core Material: As selected by fabricator to comply with quality standard.
- F. Core Thickness: 3/4 inch.
 - 1. Build up countertop thickness to 1-1/2 inches at front, back, and ends with additional layers of core material laminated to top.

2.3 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard unless otherwise indicated.
 - 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of countertop and quality grade specified unless otherwise indicated.

2.4 MISCELLANEOUS MATERIALS

- A. Adhesives: Do not use adhesives that contain urea formaldehyde.
- B. Adhesives: Use adhesives that meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- C. Adhesives: Use adhesives that meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

- D. Adhesives: Do not use adhesives that contain urea formaldehyde.
- E. Adhesives: Do not use adhesives that contain urea formaldehyde.
- F. Adhesive for Bonding Plastic Laminate: Type I, waterproof type as selected by fabricator to comply with requirements.
 - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.
- G. Installation Adhesive:
 - 1. Adhesives shall have a VOC content of 70g/L or less.
 - 2. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.5 FABRICATION

- A. Sand fire-retardant-treated wood lightly to remove raised grain on exposed surfaces before fabrication.
- B. Fabricate countertops to dimensions, profiles, and details indicated. Provide front and end overhang of as detailed on the drawings over base cabinets. Ease edges to radius indicated for the following:
 - 1. Solid-Wood (Lumber) Members: 1/16 inch unless otherwise indicated.
- C. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - Notify Architect seven days in advance of the dates and times countertop fabrication will be complete.
 - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended, and check measurements of assemblies against field measurements before disassembling for shipment.
- D. Shop cut openings to maximum extent possible to receive appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately, and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
 - 1. Seal edges of cutouts by saturating with varnish.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition countertops to average prevailing humidity conditions in installation areas.
- B. Before installing countertops, examine shop-fabricated work for completion and complete work as required, including removal of packing.

3.2 INSTALLATION

- A. Grade: Install countertops to comply with same grade as item to be installed.
- B. Assemble countertops and complete fabrication at Project site to the extent that it was not completed in the shop.
 - 1. Provide cutouts for appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately, and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
 - 2. Seal edges of cutouts by saturating with varnish.
- C. Field Jointing: Where possible, make in the same manner as shop jointing, using dowels, splines, adhesives, and fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.
 - 1. Secure field joints in countertops with concealed clamping devices located within 6 inches of front and back edges and at intervals not exceeding 24 inches. Tighten in accordance with manufacturer's written instructions to exert a constant, heavy-clamping pressure at joints.
- D. Scribe and cut countertops to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Fire-Retardant-Treated Wood: Handle, store, and install fire-retardant-treated wood to comply with chemical-treatment manufacturer's written instructions, including those for adhesives used to install woodwork.
- F. Countertop Installation: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.
 - 1. Install countertops level and true in line. Use concealed shims as required to maintain not more than a 1/8-inch-in-96-inches variation from a straight, level plane.
 - Secure backsplashes to tops with concealed metal brackets at 16 inches o.c. and to walls with adhesive.
 - 3. Seal joints between countertop and backsplash, if any, and joints where countertop and backsplash abut walls with mildew-resistant silicone sealant or another permanently elastic sealing compound recommended by countertop material manufacturer.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective countertops, where possible, to eliminate functional and visual defects. Where not possible to repair, replace countertops. Adjust joinery for uniform appearance.
- B. Clean countertops on exposed and semiexposed surfaces.
- C. Protection: Provide Kraft paper or other suitable covering over countertop surfaces, taped to underside of countertop at a minimum of 48 inches o.c. Remove protection at Substantial Completion.

END OF SECTION 123623.13

SECTION 123661 - SIMULATED STONE COUNTERTOPS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Solid-surface-material countertops.

1.3 ACTION SUBMITTALS

- A. Product Data: For countertop materials.
- B. Samples for Initial Selection: For each type of material exposed to view.

1.4 PROJECT CONDITIONS

A. Field Measurements: Verify dimensions of countertops by field measurements before countertop fabrication is complete.

1.5 COORDINATION

A. Coordinate locations of utilities that will penetrate countertops or backsplashes.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design Product: Subject to compliance with requirements, provide Basis of Design product as shown on Finish Schedule or approved equal product.

2.2 SOLID SURFACE COUNTERTOP MATERIALS (S2)

- A. Solid Surface Material: Homogeneous-filled plastic resin complying with ICPA SS-1.
 - 1. Type: Provide Standard type unless Special Purpose type is indicated.
 - 2. Integral Sink Bowls: Comply with CSA B45.5/IAPMO Z124.

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

2.3 COUNTERTOP FABRICATION

- A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
 - 1. Grade: Premium.
- B. Configuration:
 - 1. Front: Straight, slightly eased at top with separate apron, 6 inches high, recessed 1/4-inch behind front edge.
 - 2. Backsplash: Straight, slightly eased at corner.
 - 3. End Splash: Matching backsplash.
- C. Countertops: 1/2-inch-thick, solid surface material.
- D. Backsplashes: 1/2-inch-thick, solid surface material.
- E. Fabricate tops with shop-applied edges and backsplashes unless otherwise indicated. Comply with solid surface material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
 - 1. Fabricate with loose backsplashes for field assembly.
 - 2. Install integral sink bowls in countertops in the shop.
- F. Joints: Fabricate countertops without joints.
- G. Joints: Fabricate countertops in sections for joining in field.
 - 1. Joint Locations: Not where a countertop section less than 36 inches long would result, unless unavoidable.

H. Cutouts and Holes:

- 1. Undercounter Plumbing Fixtures: Make cutouts for fixtures using template or pattern furnished by fixture manufacturer. Form cutouts to smooth, even curves.
 - a. Provide vertical edges, slightly eased at juncture of cutout edges with top and bottom surfaces of countertop and projecting 3/16 inch into fixture opening.
- 2. Counter-Mounted Plumbing Fixtures: Prepare countertops in shop for field cutting openings for counter-mounted fixtures. Mark tops for cutouts and drill holes at corners of cutout locations. Make corner holes of largest radius practical.
- 3. Fittings: Drill countertops in shop for plumbing fittings, undercounter soap dispensers, and similar items.

2.4 INSTALLATION MATERIALS

A. Adhesive: Product recommended by solid surface material manufacturer.

B. Sealant for Countertops: Comply with applicable requirements in Division 07 Section "Joint Sealants."

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install countertops level to a tolerance of 1/8 inch in 8 feet.
- B. Bond joints with adhesive and draw tight as countertops are set. Mask areas of countertops adjacent to joints to prevent adhesive smears.
 - 1. Clamp units to temporary bracing, supports, or each other to ensure that countertops are properly aligned and joints are of specified width.
- C. Install backsplashes and end splashes by adhering to wall and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears.
- D. Install aprons to backing and countertops with adhesive. Mask areas of countertops and splashes adjacent to joints to prevent adhesive smears. Fasten by screwing through backing. Predrill holes for screws as recommended by manufacturer.
- E. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.
- F. Apply sealant to gaps at walls; comply with Division 07 Section "Joint Sealants."

END OF SECTION 123661