

SPECIFICATIONS FOR

**CONSTRUCTION OF AN
ADDITION TO THE EXISTING
MUNICIPAL UTILITIES AUTHORITY OFFICE**

**FOR THE
LITTLE EGG HARBOR MUA
OCEAN COUNTY, NEW JERSEY**

April 16 2026

**LITTLE EGG HARBOR
MUNICIPAL UTILITIES AUTHORITY
823 RADIO ROAD, PO BOX 660
LITTLE EGG HARBOR, NJ 08087**

**EARL F. SUTTON, JR.,
EXECUTIVE DIRECTOR/CFO**

Little Egg Harbor MUA Office Addition

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NOTICE TO BIDDERS
PUBLIC NOTICE IS HEREBY GIVEN THAT SEALED BIDS
WILL BE RECEIVED BY THE LITTLE EGG HARBOR MUA FOR
AN ADDITION TO THE EXISTING MUNICIPAL UTILITIES AUTHORITY OFFICE
BUILDING
LITTLE EGG HARBOR, OCEAN COUNTY, NEW JERSEY

Bid forms, contracts and specifications are on file at the office of the Little Egg Harbor Municipal Utilities Authority 823 Radio Road Little Egg Harbor, NJ 08087.

Said Bids will be received, opened and read aloud in public on **MAY 21ST, 2026** at the Little Egg Harbor MUA at **10:00 AM** prevailing time.

Copies of the bid forms, contracts and specifications may be obtained from the Little Egg Harbor Municipal Utilities Authority (MUA) on the advertisement date of **APRIL 16TH, 2026**, by prospective bidders upon request and signed receipt for bid packet.

MAY 7TH, 2026 will be the official deadline to accept any and all questions or RFI's concerning the bid packet.

JUNE 9TH, 2026 will be the anticipated award date.

The proposed Work is generally described as follows:

The complete addition of an approximately 1100 square feet addition to the existing Municipal Utilities Authority Office. This will include required pilings, footings, framing, roofing, siding, insulation, HVAC, electrical, plumbing, fire and security, interior finishes, trim, painting, ceiling and floors. There will be a reconfiguration of the parking area, sidewalks, curbing, drainage and landscaping. In addition, the installation of a generator system for the entire complex will also be required.

The Little Egg Harbor MUA reserves the right to consider the bids for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all bids, either in whole or in part and also to waive any informality in any and make such awards or take action as may be in the best interest of the Little Egg Harbor MUA.

Bids must be on the bid form in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. Said bids shall be addressed to Earl F. Sutton, Jr., Executive Director Little Egg Harbor MUA, 823 Radio Road, PO Box 660 Little Egg Harbor, NJ 08087.

A person bidding on a contract for the erection, alteration or repair of a public building, structure, facility or other improvement to real property, the total price of which exceeds \$100,000, shall furnish a guarantee as provided for herein. A contracting unit may provide that a person bidding on any other contract, advertised in accordance with law, shall furnish a guarantee as provided for herein. The guarantee shall be payable to the contracting unit so that if the contract is awarded to the bidder, the bidder will enter into a contract thereof and will furnish any performance bond or other security required as a guarantee or indemnification. The guarantee shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, except as otherwise provided herein, and may be given, at the option of the bidder, by certified check, cashier's check or bid bond. In the event that any law or regulation of the United States imposes any condition upon the awarding of a monetary grant to any contracting unit, which condition requires the depositing of a guarantee in an amount other than 10% of the bid or in excess of \$20,000.00 the provisions of this section shall not apply and the requirements of the law or regulation of the United States shall govern. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The award of the contract shall be made subject to the necessary moneys to do the work being provided by the Little Egg Harbor MUA in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the Little Egg Harbor MUA in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work if applicable.

Bids will be received on a unit price basis.

The Successful Bidder will be required to furnish a certificate of insurance. Contractor and all Subcontractors will be required to pay prevailing wages and conform to the labor standards set forth in the Contract Documents.

Pertinent specifications for the project include but are not limited to the Rules and Regulations of the Little Egg Harbor Municipal Utilities Authority at www.lehmua.com. The most recent edition of any specification shall be applied.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (P.L. 1975, c.127, Affirmative Action); P.L. 1963. C150 (New Jersey Prevailing Wage Act); and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et.seq.).

Pursuant to N.J.A.C. 10:5-33, "Bidders are required to comply with the requirements of P.L. 1975, c. 127."

The contractor is notified that he must comply with P.L. 1977, c. 33, and submit a Disclosure Statement listing stockholders with his bid. The contractor is further notified that he must comply with P.L. 1999 c.238 Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with the act.

The contractor is also further notified that they must comply with P.L. 2004 c. 57 and submit proof of business registration and submit proof of business registration for any named subcontractors in accordance with the act.

In accordance with N.J.A.C. 7:22-3.17(g) and N.J.A.C. 7:22-4.17(g), all applicable surety bonds required in connection with the advertisement and award of building contracts or sub-agreements must be written by a surety company listed on the Federal Treasury List (Department Circular 570-Surety Companies Acceptable on Federal Bonds), incorporated herein by reference. Copies of this document may be obtained from the United States Department of Treasury.

By Order of the Little Egg Harbor MUA

Dated: April 16th, 2026

PROPOSAL SECTION
BID DOCUMENT SUBMISSION CHECKLIST
Little Egg Harbor MUA
Addition to Existing Municipal Utilities Authority Office
(Name of Project)

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.

(N.J.S.A. 40A:11-23.2)

**Required with
Item
Submission of Bid
Bid
(Bidder's Checkmarks)**

**Initial Each
Submitted With
(Bidder's initials)**

X	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
X	A certificate from a surety company pursuant to <u>N.J.S.A. 40A:11-22</u>	
X	A statement of corporate ownership pursuant to <u>N.J.S.A. 52:25-24.2</u>	
X	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to the advertisement, specifications or bid document(s)	

B. Failure to submit the following documents may be cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b)

**Required with
Submission of Bid
(Bidder's Checkmarks)**

**Initial Each Item
Submitted With Bid
(Bidder's initials)**

**Required with
Submission of Bid
(Bidder's Checkmarks)**

**Initial Each Item
Submitted With Bid
(Bidder's initials)**

X	Certification of Equal Employment Opportunity	
X	Certification of Non-Segregated Facilities	
X	Certificate(s) of Registration under N.J.S.A. 34:11-56.48 ct. seq.	
X	Statement of Experience and Qualifications	
X	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
X	Business Registration Certificate (s) to comply with N.J.S.A.52:32-44	

X	Submission of Non-Collusion Affidavit	
X	Affirmative Action Affidavit	
X	Debarred, Suspended and Disqualified Bidders Affidavit	
X	Certified Financial Statement prepared within the last twelve months	
X	Statement of Compliance with <u>N.J.S.A. 45:14C-2(h)</u> (licensed master plumber)	
X	Disclosure of Investment Activities in Iran	

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

(To be completed by Authorized Representative)

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS.** Terms used in these Instructions to Bidders shall have the following meanings assigned to them:

Contract Documents-Documents contained herein including contract specifications, project specifications, bid forms and construction contract.

Successful Bidder - The lowest, qualified, responsible, and responsive Bidder to whom Little Egg Harbor MUA (on the basis of Little Egg Harbor MUA's evaluation as herein provided) makes an award.

2. **COPIES OF BIDDING DOCUMENTS.** Bidding Documents, which include all front-end documents, may be obtained from Little Egg Harbor MUA at address indicated on the Invitation to Bid.

Partial sets of Bidding Documents will not be issued in response to requests by subject matter.

If applicable, Contractor shall obtain Rules and Regulations of the Authority; current revision date is April 2022 from the Little Egg Harbor Municipal Utilities Authority www.lehmua.com.

Complete sets of Bidding Documents must be used in preparing Bids; neither Little Egg Harbor MUA, Henry Hengchua, Architect or R&V Consulting Engineers assumes any responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

Little Egg Harbor MUA, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. **QUALIFICATIONS OF BIDDERS.** To demonstrate qualifications to perform the Work, Bidder may be required to submit written evidence on financial data, previous experience, present commitments, and other such data as may be requested by Little Egg Harbor MUA. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located, or Bidder must agree to obtain such qualification prior to award of the Contract.

4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder, before submitting a Bid, to (a) thoroughly examine the Contract Documents, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Little Egg Harbor MUA of all conflicts, errors, or discrepancies discovered by Bidder in the Contract Documents.

4.1 **Underground Facilities.** Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Little Egg Harbor MUA of such underground facilities or others, and Little Egg Harbor MUA disclaims responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.2 **Additional Information.** Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

On request 48 hours in advance, Little Egg Harbor MUA will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations. Arrangements for site visits shall be made by calling Michael DiFrancia, Superintendent or John Mulvihill, Deputy Superintendent at (609) 296-1168.

4.3 **Easements.** The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Little Egg Harbor MUA unless otherwise specified in the Contract Documents.

4.4 **Unit Price Contracts.** Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and the specifications. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done.

4.5 **Bidder's Representation.** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement concerning examination of the Contract Documents and the site, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. **INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted to Little Egg Harbor MUA, Henry Hengchua Architect, P.C. or R & V Consulting Engineers in writing. Interpretations or clarifications considered necessary by Little Egg Harbor MUA in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Little Egg Harbor MUA as having received the Bidding Documents.

Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. **CONTRACT TIMES.** The numbers of calendar days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Bid Form.

7. **LIQUIDATED DAMAGES.** Provisions for liquidated damages, if any, are set forth in the Contract Specifications.

8. **SUBSTITUTES OR "OR-EQUAL" ITEMS.** Where an item or material is specified by a proprietary name, it is done for the purpose of establishing a basis of quality and not for the purpose of limiting competition. The Little Egg Harbor MUA's intent is to consider alternative products that have the desired essential characteristics. See Spec. Section 016130. The Little Egg Harbor MUA will consider any such products offered. Requests for acceptance of alternative products shall be made through Bidders bidding as prime Contractors. Acceptances for substitutions will not be granted directly to suppliers, distributors, or subcontractors. Pursuant to General Statutes of New Jersey regarding the public contracts laws the following procedures shall be used:

Any Bidder who wishes to challenge a bid specification shall file such challenges in writing with the Little Egg Harbor MUA no less than three (3) business days prior to the opening of the bids. Challenges filed after that time will be considered void and having no impact on the contracting unit or the award of a contract.

9. **SUBCONTRACTORS, SUPPLIERS, AND OTHERS.** If the Supplementary Conditions (Spec. Section 007000, Article 7) require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Little Egg Harbor MUA, Henry Hengchua Architect, P.C, or R & V Consulting Engineers in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 3 days after the bid opening submit to Little Egg Harbor MUA the List of Subcontractors completed with all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, if requested by Little Egg Harbor MUA. If Little Egg Harbor MUA after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, Little Egg Harbor MUA may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

Little Egg Harbor Municipal Utilities Authority encourages Minority Business participation.

10. **BID FORM.** The Bid Form is bound in the Bidding Documents and shall not be removed therefrom. Bid Forms must be completed in ink. See Exhibit A.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign for the corporation). Bids by partnerships must be executed in the partnership name and signed by a partner. Bids by joint ventures shall be signed by each participant in the joint venture or by a representative of the joint venture accompanied by evidence of authority to sign for the joint venture.

The names of all persons signing shall be legibly printed below the signature. A Bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the Bid of the individual signing. When requested by Little Egg Harbor MUA, evidence of the authority of the person signing shall be furnished.

All blanks in the Bid Form shall be filled. A bid price shall be indicated for each unit price item listed therein, or the words "No Bid", "No Charge", "No Change", or other appropriate phrase shall be entered.

The Bid shall contain an acknowledgment of receipt of all Addenda (if applicable), the numbers and dates of which shall be filled in on the Bid Form.

No alterations in Bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Little Egg Harbor MUA may require the Bidder to identify any alteration so initialed.

10.1 **Bid Pricing.** The Bidder shall complete the schedule of unit prices included in the Bid Form and shall accept all fixed unit prices listed therein.

The total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price bid. The final Contract Price will be subject to adjustment according to final measured, used, or delivered quantities as provided, and the unit prices in the Bid will apply to such final quantities.

10.2 **Contingency.** The Contingency (If Applicable) is to be added to the bid price and is to be used for minor change order items. If the Contingency is to be used, a scope of work and price would be negotiated. The Contingency is for the sole use of Little Egg Harbor MUA. A change order will be issued to delete any unauthorized portion of the Contingency.

11. **SUBMISSION OF BIDS.** Bids shall be submitted at the time and place indicated in the Invitation to Bid, or the modified time and place indicated by Addendum. Bids shall be enclosed in an opaque sealed envelope or wrapping, addressed to:

Earl F. Sutton, Jr., Executive Director
Little Egg Harbor Municipal Utilities Authority
823 Radio Road P.O. Box 660
Little Egg Harbor, NJ 08087

Bids shall be marked with the name and address of the Bidder and shall be accompanied by all other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bid envelope shall be identified on the outside with the words: "Bid for Addition to MUA Building."

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

One copy of the bound documents containing Exhibit "A" - Bid Form. Debarred Firms Certification Form must be submitted with the Bid.

Oral, telephone, facsimile, or telegraph Bids are invalid and will not receive consideration.

No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

A conditional or qualified bid will not be accepted.

12. **MODIFICATION AND WITHDRAWAL OF BIDS.** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Little Egg Harbor MUA and promptly thereafter demonstrates to the reasonable satisfaction of Little Egg Harbor MUA that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

13. **OPENING OF BIDS.** Bids will be publicly opened and read aloud. An abstract of the amounts of the Base Bids and alternatives (if any) will be made available to Bidders after the opening of Bids. The procedure for opening bids will follow the laws of New Jersey, and applicable regulations of various Licensing Boards.

14. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE.** All Bids will remain subject to acceptance for the number of days set forth in the Bid Form, but Little Egg Harbor MUA may, in its sole discretion, release any Bid.

15. **AWARD OF CONTRACT.** Little Egg Harbor MUA reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and will award to lowest responsible Bidder taking into consideration quality, performance, and time specified in Bid Form for performance of Work. Little Egg Harbor MUA also reserves the right to waive informalities.

In evaluating Bids, Little Egg Harbor MUA will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Little Egg Harbor MUA may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Little Egg Harbor MUA also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required for submission prior to the Notice of Award.

Little Egg Harbor MUA may conduct such investigations as Little Egg Harbor MUA deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Little Egg Harbor MUA's satisfaction within the prescribed time.

If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Little Egg Harbor MUA indicates to Little Egg Harbor MUA that the award will be in the best interests of Little Egg Harbor MUA.

If the Contract is to be awarded, Little Egg Harbor MUA will give the Successful Bidder a Notice of Award within the number of days set forth in the Bid Form.

The evaluation of Suppliers' or manufacturers' data submitted with the Bid, or submitted upon request prior to the Notice of Award, will include consideration of the following:

Little Egg Harbor MUA-required inventory of spare parts.

Building design changes which would be required to accommodate the proposed materials and equipment.

Installation requirements and related engineering, training, and operating costs.

Experience and performance record of the Supplier or the manufacturer.

Maintenance and frequency of inspections required to assure reliable performance of the equipment.

Suppliers' or manufacturers' service facilities and availability of qualified field service personnel.

Efficiency and related operating expense during the anticipated useful life of the equipment.

16. USES OF PREMISES AND REMOVAL OF DEBRIS. The Contractor expressly undertakes at his own expense (Also see Section 010100, Part 1.32):

- (a) To take every precaution against injuries to persons or damage to property.
- (b) To store his apparatus, materials, supplies and equipment in a safe and orderly fashion at the site of the work, none of which can be stored on private property without the consent of the owner of the private property.
- (c) To place upon the work any part thereof only such loads as are consistent with the safety of that portion of the work.

- (d) To frequently clean up all refuse, scrap material and debris caused by his operations and at all times the site of the work shall present a neat, orderly condition.
- (e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat orderly condition.
- (f) To affect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Little Egg Harbor MUA, not to cut or otherwise alter the work.

17. **INJURY TO EXISTING STRUCTURES.** The Contractor shall be responsible for all injury to existing structures met within the prosecution of the work, including the delivery to the site of the proposed improvements of materials and supplies. In case of accident to existing structures met within the prosecution of the work, any wastewater spills, or fines levied by any regulatory agency, the Contractor will be required to immediately notify the proper authorities and as soon as possible thereafter also notify the Little Egg Harbor MUA. Any costs to remedy these emergent or accidental conditions are at the sole expense of the Contractor.

18. **POINT OF REPAIRS AND NOTIFICATION.** Upon inspection, if the Contractor determines there is or are damages or repairs required to the existing building, it is the responsibility of the Contractor to immediately notify the Little Egg Harbor MUA in writing. They are to list any necessary damage or repairs and furnish a copy of the report or video noting the locations. The Authority will have 24-hours to perform the repairs. If a repair will take longer than 24-hours to complete, the Contractor will be notified in writing by the Authority and the repair will be performed in a timely fashion.

19. **CORRECTION OF WORK.** The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship and agrees to correct any such defects which may appear in such materials or workmanship within two years or the term of the maintenance bond, whichever is longer, following the final acceptance of the work by the Little Egg Harbor MUA, such final acceptance to be evidenced by an appropriate resolution of the municipal authority or by the issuance of final payment. Neither the acceptance of the completed work nor payment therefore shall operate to release the Contractor or his surety or sureties from any obligation or obligations under this contract or the bonds required under these Contract Documents.

20. **SIGNING OF AGREEMENT.** When Little Egg Harbor MUA gives a Notice of Award to the Successful Bidder, it will be accompanied by four unsigned counterparts of the Agreement with all other written Contract Documents attached. Within the number of days set forth in the Bid Form, the Successful Bidder shall sign. the Successful Bidder may, by written notice, withdraw his signed Contract. Such notice or withdrawal shall be effective upon receipt of the notice by the Little Egg Harbor MUA. Within 30 days thereafter, Little Egg Harbor MUA shall execute all copies of the Agreement and other Contract Documents submitted by Contractor (Successful Bidder); shall insert the date of contract on the Agreement and shall distribute signed copies as stipulated in the Agreement.

Should the Little Egg Harbor MUA not execute the Contract within the period specified, the Successful may, by written notice, withdraw his signed Contract. Such notice or withdrawal shall be effective upon receipt of the notice by the Little Egg Harbor MUA.

21. **SALES AND USE TAXES.** Provisions for sales and use taxes, if any, are set forth in the Contract Specifications.

22. **RETAINAGE.** Provisions concerning retainage are set forth in the Contract Specifications. The Little Egg Harbor MUA shall keep a 2% retainage on the project.

23. **LAWS AND REGULATIONS.** Additional provisions, if any, concerning Laws and Regulations are set forth in the Contract Specifications.

23.01 **Collusive Bidding.** In accordance with the laws of the State of New Jersey, the Contractor (Bidder), by submission and execution of this bid, certifies that he has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with his bid on this project.

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Little Egg Harbor MUA

Addition to Existing Municipal Utilities Authority Office

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid considers the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

STATEMENT OF CORPORATE OWNERSHIP

Check appropriate box:

_____ Corporation

_____ Partnership

_____ Sole Proprietor

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names of all individuals who own 10% or more of stock or interest in the corporation or partnership”.

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership and the percentage of their share of ownership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock in any class and the percentage of their share of stock.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation and the percentage of the share of stock owned.
4. If the bidder is other than a corporation or partnership, bidder shall indicate the form of corporate ownership as listed below.

BIDDER MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company submitting bid:

1. NAME _____

ADDRESS _____

SHARED or OWNED % _____

2. NAME _____

ADDRESS _____

SHARED or OWNED % _____

3. NAME _____

ADDRESS _____

SHARED or OWNED % _____

4. NAME _____

ADDRESS _____

SHARED or OWNED % _____

5. NAME _____

ADDRESS _____

SHARED or OWNED % _____

Signature _____

Date _____

II. No Stockholder or Partner owns 10% or more of the company submitting bid:

Signature _____
Date _____

III. Bid is being submitted by an individual who operates as a sole proprietorship:

Signature _____
Date _____

IV. Bid is being submitted by a corporation or partnership that operates as a (check one of the following):

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Stockholders or Partners owning 10% or more of the form of corporation or partnership checked above shall provide the following information:

1. NAME _____

ADDRESS _____

SHARED or OWNED % _____

2. NAME _____

ADDRESS _____

SHARED or OWNED % _____

3. NAME _____

ADDRESS _____

SHARED or OWNED % _____

4. NAME _____

ADDRESS _____

SHARED or OWNED % _____

5. NAME _____

ADDRESS _____

SHARED or OWNED % _____

Signature _____

Date _____

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing, and gas fitting and all kindred work, and of the steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work, steam power plants and kindred work, and electrical work, including any electrical power plants, tele-data, fire alarm, or security system, and structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract

Whenever a bid sets forth more than one subcontractor for any of the categories listed below, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, 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 to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word **“IN-HOUSE”** next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve the any of the specialty trade categories below, please insert the word **“NONE”** in each appropriate space provided.

Plumbing:

Name _____ Phone # _____
Address _____
License Number: _____

Gas Fitting and All Kindred Work:

Name _____ Phone # _____
Address _____
License Number: Not Applicable
Certification Number (for Medical Gas Piping Installation): _____

Steam Power Plants, Steam and Hot Water Heating, Ventilating and Refrigeration Apparatus, and all Kindred Work:

Name _____ Phone # _____
Address _____
License Number: Not Applicable

Electrical Work, including any Electrical Power Plants:

Name _____ Phone # _____
Address _____
License Number: _____

Structural Steel and Ornamental Iron Work:

Name _____ Phone # _____
Address _____
License Number: _____

Tele-data Systems:

Name _____ Phone # _____
Address _____
License Number: _____
Telecommunications Exemption (Provide copy of letter and ID card) Number: _____

Fire Alarm Systems:

Name _____ Phone # _____
Address _____
License Number: _____
Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: _____

Security Systems:

Name _____ Phone # _____
Address _____
License Number: _____

BID SECURITY

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.

CONSENT OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal, and
(Insert name of bidder)

_____, as Surety, are
(Insert name of surety)

Hereby held and firmly bound unto Little Egg Harbor MUA in the sum of \$ _____ as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the Little Egg Harbor MUA a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing, hereinafter referred to as the “AGREEMENT” and/or “CONTRACT” for an ADDITION TO THE MUA BUILDING.

NOW THEREFORE,

- (a) If said BID shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said BID shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or Contract and for the payment for labor and materials furnished for the performance of the AGREEMENT and/or Contract,

Then this obligation shall be void, otherwise it 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 in no event shall exceed the amount of this obligation.

The surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such BID may be accepted, and said surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed

This bond on the _____ day of _____, 20_____.

(SEAL)

(Name of Principal) _____ L.S.

BY _____

(SEAL)

(Name of Surety) _____

BY _____

Sealed and delivered in the presence of:

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$_____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

_____ Insurance Company,
(Name)

SAMPLE

(Address)

existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____
for: (Project) _____

_____ is awarded to
(Bidder) _____

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Little Egg Harbor MUA and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20_____.

_____ INSURANCE COMPANY

(Name)

By _____

(Name)

Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same).

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

C.34:11-56.48, P.L. 1999, Ch. 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act, “P.L.1963, c.150 (C.34:11-56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.”

1. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor’s Division of Wage and Hour Compliance at the time proposals are received by the public entity.
2. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
3. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.
4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor must submit to the public entity copies of certifications of all listed sub-contractors.
6. Prior to the work being performed by non-listed subcontractors, the contractor must submit to the public entity copies of certifications of all non-listed subcontractors.

Please indicate below, for the bidder and all subcontractors listed on the “Subcontractor Declaration” herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder_____	_____	_____
(Subcontractor)_____	_____	_____
(Subcontractor)_____	_____	_____
(Subcontractor)_____	_____	_____
(Subcontractor)_____	_____	_____

Subscribed and sworn
before me this _____ day
of _____ 20 ____.

Notary Public of _____

My Commission Expires _____, 20____.

Signature

Name and Title
(Type or Print)

NEW JERSEY" BUSINESS REGISTRATION CERTIFICATE" FORM

P.L. 2004, Ch. 57 and P.L. 2009, Ch. 315 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

""Contractor" means a business organization that seeks to enter, or has entered into, a contract with a contracting agency;

"Contract" means any agreement, including but not limited to a purchase order or a formal agreement for the provision of goods, performance of services, or construction of a construction project, which is a legally binding relationship enforceable by law, between a contractor and a contracting agency that agrees to compensate the contractor, as defined by and subject to the terms and conditions of the agreement; and where the goods that are received, services that are delivered, and construction that is constructed is within the geographic borders of the State of New Jersey; and where:

(1) the value of a single contract with the contractor is in excess of 15 percent of the amount of the contracting agency's bid threshold; or

(2) when the aggregate number of contracts with the contractor, during the fiscal year of the contracting agency, exceeds 15 percent of the amount of the contracting agency's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch. 57 and P.L. 2009, Ch. 315.

The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn
before me this _____ day
of _____ 20 ____.

Notary Public of _____
My Commission Expires _____, 20____.

Signature

Name and Title
(Type or Print)

BACKGROUND QUESTIONNAIRE

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company _____

Name and address of officers: _____

President _____

Vice President _____

Secretary _____

Treasurer _____

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? _____

2. How many years' experience in this type of construction work has your organization had? _____

3. What are the latest projects (within the last five years) your organization has completed?
(Attach additional pages if necessary)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	_____	_____
B.	_____	_____

	<u>Name and Address</u>	<u>Telephone No.</u>
C.	_____	_____
D.	_____	_____
E.	_____	_____
4.	Have you ever failed to complete any work awarded to you (within the last ten years)? _____ If so, where and why? _____ _____	

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? _____
If so, state the name of individual, position and the name of the other organization

Did this other contracting organization ever fail to complete any work awarded it
(within the last ten years)? _____
If so, where and why? _____

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

NON-COLLUSION AFFIDAVIT

I, _____ of the (City, Town, Township, Borough,
etc.)

of _____ in the County of _____ and the

State of _____, of full age, being duly sworn

according to law on my oath depose and say that:

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

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

(Name of Bidder)

(N.J.S.A. 52:34-15)

(Also type or print name of
affiant under signature)

Subscribed and sworn to
before me this ____ day
of _____ 20__,

Notary Public of

My commission expires:

(Date)

AFFIRMATIVE ACTION REQUIREMENTS

CONSTRUCTION CONTRACTS

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

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. and agrees to furnish the required forms of evidence.

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Subscribed and sworn to me this

Signature_____

_____ day of __, 20__ ,

Name & Title
(Type or Print)

Notary Public of_____

My Commission expires:

Date

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

AFFIDAVIT

I, _____ of the (City, Town, Township,
Borough, etc.) of _____ in the County of
and the State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

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

(Check appropriate Statement(s))

_____ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

_____ I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

Subscribed and sworn to me this

Signature _____

_____ day of __, 20__ ,

Name & Title
(Type or Print)

Notary Public of _____

My Commission expires:

Date

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

The Federally assisted Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files.

(Signature)

(Date)

(Name and Title of Signer – Please Type or Print)

NOTE: Penalty for making false statements in offers as prescribed in 18 U.S.C. 1001.

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

By The submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the bidder, offeror, applicant, or subcontractor certifies that he shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPREHENSION, LAYOFF, OR TERMINATION.

He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000, which are not exempt from the provision of Equal Opportunity clause: that he will retain such certifications in his files, and that he will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods).

(Signature)

(Date)

(Name and Title of Signer – Please type)

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

State of New Jersey

County of _____

SS:

I, _____, of the _____
(name of affiant) (name of municipality)

In the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title of position) (name of firm)

_____ the Bidder making this Proposal for the bid

entitled _____, and that I executed the said Proposal with full authority to do so; that said Bidder at the time of making this Bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders: and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Little Egg Harbor Municipal Utilities Authority relies upon the truth of statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

The undersigned further warrants that should the name of the firm making this Bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including Guarantee Period, that the Township of Stafford shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understand that the firm making the bid as Contractor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to N.J.A.C. 7:15.2, commits any of the acts listed therein, and as determined according to applicable law and regulations.

(Type or print name and address of Contractor)

Subscribed and sworn before me this _____ day of _____
_____, _____ (Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

(Seal)

**LITTLE EGG HARBOR MUA
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's bid proposal non-responsive. If the Little Egg harbor MUA determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L.2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59). The Little Egg Harbor MUA may also report to the authority attorney or county counsel, as appropriate, the name of that person, together with its information as to the false certification, and the municipal attorney or county counsel, as appropriate, may determine to bring such civil action against the person to collect such penalty.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates are listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.

Name _____
Relationship to Bidder/Offendor _____
Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offendor Contact Name _____
Contact Phone Number _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Certification:

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

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NOTICE OF AWARD

TO:

FROM: Little Egg Harbor Municipal Utilities Authority
823 Radio Road, P.O. Box 660
Little Egg Harbor, NJ 08087

PROJECT: Addition to Little Egg Harbor MUA Office Building

You are hereby notified that the bid submitted by you for the above-named project in response to Little Egg Harbor Municipal Utilities Authority's Invitation to Bid dated _____ in the amount of

You are hereby required to execute the formal AGREEMENT with Little Egg Harbor Municipal Utilities Authority and to furnish a Certificate of Insurance along with other documents pertaining to the work as designated by Little Egg Harbor Municipal Utilities Authority.

If you fail to execute said AGREEMENT and to furnish this and any other required documents pertaining to the work within ten (10) days from the date of delivery of this NOTICE OF AWARD, said Little Egg Harbor MUA will be entitled to consider all your rights arising out of the Little Egg Harbor MUA's acceptance of your bid as abandoned and to award the work covered by your proposal to another, or to re-bid the work or otherwise dispose thereof as the Little Egg Harbor MUA may see fit.

Dated this the _____ day of _____, 20 _____

and
(\$ _____ /100 DOLLARS.) has been accepted.

Little Egg Harbor MUA

By: Earl F. Sutton, Jr.

Title: Executive Director

*ACCEPTANCE OF NOTICE OF AWARD
CONTRACTOR*

Receipt of the above NOTICE OF AWARD is hereby acknowledged this ____ day of _____, 20____.

NOTICE TO PROCEED

TO:

FROM: Little Egg Harbor Municipal Utilities Authority (LEHMUA)
823 Radio Road, P.O. Box 660
Little Egg Harbor, NJ 08087

PROJECT: Addition to Little Egg Harbor MUA Office Building

Contract Amount: _____ and _____/100 DOLLARS

(\$ _____).

You are hereby notified to commence work on or before the _____ day of _____, 20____, pending acceptance of your Certificate of Insurance and any other required documents and are to fully complete the work by the _____ day of _____, 20____.

Your project final completion date is therefore the _____ day of _____, 20____, and as set forth in the above-named project's schedule unless an extension is granted by Little Egg Harbor Municipal Utilities Authority in writing.

Little Egg Harbor MUA

By: Earl F. Sutton, Jr

Title: Executive Director

Dated this the ____ day of _____, 20____.

STANDARD FORM CONSTRUCTION CONTRACT

This contract (together with all exhibits and valid amendments, the "Agreement" or the "Contract") is made and entered into as of the _____ day of _____, 20 __, by Little Egg Harbor Municipal Utilities Authority ("Little Egg Harbor MUA") and _____ ("Contractor"), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose.

Complete addition of approximately 1100 square feet to the existing Municipal Utilities Authority Building.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide the services at the charges set forth either in this paragraph or in Exhibit "A". Additional exhibits may be used to further define this Agreement when the Contractor and Little Egg Harbor MUA so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the Little Egg Harbor MUA that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Little Egg Harbor MUA reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the Little Egg Harbor MUA, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The Little Egg Harbor MUA shall pay the Contractor for the Work as described in this paragraph below OR as described in Exhibit "A" attached. In the event of a conflict, the provisions of this paragraph shall control. Any additional expenses or charges shall only be paid after both the Little Egg Harbor MUA and the Contractor agree to and execute a written change order. The Little Egg Harbor MUA shall not be obligated to pay the Contractor any fees, payments, expenses or compensation other than those authorized in this Contract or in a duly approved change order.

Sec. 4a. Retainage. The Little Egg Harbor MUA shall withhold 2% retainage on this Contract.

Definitions:

"Total Project Cost": Total value of the Contract and any approved change orders or amendments.

"Project is Fifty Percent Complete": When the Contractor's validly issued gross project invoices (excluding the value of the materials stored off-site) equal or exceed fifty percent of the value of the Contract, except that the value of materials stored on-site shall not exceed twenty percent of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent complete.

Sec. 5. Term. The Contractor shall commence work within ten (10) days of the date of its receipt of written Notice to Proceed from the Little Egg Harbor MUA. The date that is ten (10) days from the date of the Contractor's receipt of the Notice to Proceed shall be the "Commencement Date." All work as set forth in the Scope of Services in Exhibit "A" shall be completed within Forty-Five (45) calendar days of the Commencement Date. The date that is Forty-Five (45) calendar days from the Commencement Date shall be the "Completion Date." Time is of the essence with regard to this Project. If Contractor's obligations are not completed by the Completion Date, the Little Egg Harbor MUA reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit "A." The Contractor shall be held accountable for all damages incurred by the Little Egg Harbor MUA as a consequence of the missed Completion Date. The exercise of any of these rights by the Little Egg Harbor MUA shall not be interpreted to prejudice any other rights the Little Egg Harbor MUA may have under this Agreement or in law or equity. This Contract shall not be automatically extended unless agreed to in writing by the Little Egg Harbor MUA or as provided in Exhibit "A".

Sec. 6. Contractor's Billings to Little Egg Harbor MUA. Payments will be made in accordance with the schedule found in this section below OR attached at Exhibit "A". Contractor shall submit an original pay request (invoice) to the Little Egg Harbor MUA by the first of each month in order to expedite payment. Upon receipt of the request the Little Egg Harbor MUA shall verify the amounts and if correct submit for payment approval at the regular meeting which is held the second Tuesday of each month. Final payment on the Contract shall be made in 30 days, except in the case of retainage. Upon completion of the project the Contractor can request a release of the performance bond. If approved, the Contractor will be required to post a maintenance bond which will be valid for two (2) years from the date of issuance and will be in the amount of 10% of the final construction cost.

Sec. 7. Insurance. Contractor shall maintain and cause all sub-contractors to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$100,000 each accident \$100,000 bodily injury by disease each employee \$500,000 bodily injury by disease policy limit
General Liability Automobile Liability Umbrella	\$1,000,000 per occurrence regardless of the contract size
\$ 1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, \$ 2,000,000 per occurrence	

Contractor shall provide a Certificate of Insurance to the Little Egg Harbor MUA listing the Little Egg Harbor MUA as an additional insured. Such Certificate shall be in a form acceptable to the Little Egg Harbor MUA.

Sec. 8. Documentation Requirements:

A. Contractor shall provide the Little Egg Harbor MUA with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or Contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the Little Egg Harbor MUA with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the Little Egg Harbor MUA for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the Contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The Little Egg Harbor MUA shall be named as an additional insured on all policies except Workers' Compensation and it is required that coverage be placed with "A" rated insurance companies acceptable to the Little Egg Harbor MUA. Statement should read, "Little Egg Harbor MUA is added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the Little Egg Harbor MUA has the right to cancel and terminate the Agreement without notice.

B. Contractor shall provide a completed W-9 form to the Little Egg Harbor MUA prior to execution by the Little Egg Harbor MUA of this Agreement.

Sec. 9. Performance of Work by Contractor.

(a) The Contractor warrants that all work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of issuance by the Little Egg Harbor MUA of written final completion of the work.

(b) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Little Egg Harbor MUA - owned or controlled real or personal property, when that damage is the result of~

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(d) The Little Egg Harbor MUA shall notify the Contractor, in writing, within a reasonable time, not to exceed 30 days, after the discovery of any failure, defect, or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time, not to exceed 30 days unless otherwise agreed in writing and signed by the Little Egg Harbor MUA Manager or his designee, after receipt of notice, the Little Egg Harbor MUA shall have the right to replace repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice,

(2) Require all warranties to be executed, in writing, for the benefit of the Little Egg Harbor MUA, if directed to do so by the Little Egg Harbor MUA;
and

(3) Enforce all warranties for the benefit of the Little Egg Harbor MUA, if directed to do so by the Little Egg Harbor MUA

(g) In the event the Contractor's warranty has expired, the Little Egg Harbor MUA may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Little Egg Harbor MUA nor for the repair of any damage that results from any defect in Little Egg Harbor MUA-furnished material or design.

Sec. 10. Performance of Work by Little Egg Harbor MUA. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the Little Egg Harbor MUA may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Little Egg Harbor MUA's rights and remedies. Before doing so, the Little Egg Harbor MUA shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the Little Egg Harbor MUA for all costs incurred by the Little Egg Harbor MUA in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 11. Attachments. Additional exhibits may be used to further define this Agreement when the Contractor and Little Egg Harbor MUA so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this Contract and incorporated herein by reference:

- (a) **Exhibit "A" - BID FORM WITH UNIT PRICE SCHEDULE**
- (b) **Exhibit "B" - SPECIFICATIONS FOR ADDITION TO EXISTING MUA BUILDING**
- (c) **Exhibit "C" - LEHMUA RULES AND REGULATIONS**
- (d) **Exhibit "D" - STANDARD FORM OF PERFORMANCE BOND**
- (e) **Exhibit "E" - Tax Form**

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the Little Egg Harbor MUA Attorney and approved by the Little Egg Harbor MUA in writing.

Sec. 12. Notice. (a) All notices, and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Little Egg Harbor MUA:

Earl F. Sutton, Jr., Executive Director
Little Egg Harbor MUA
823 Radio Road, P.O. Box 660
Little Egg Harbor, NJ 08087

To the Contractor:

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Little Egg Harbor Municipal Utilities Authority, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Little Egg Harbor MUA its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend Little Egg Harbor Municipal Utilities Authority, its agents, officers, and employees with legal counsel reasonably acceptable to Little Egg Harbor MUA. As used in this subsection - "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the Little Egg Harbor MUA that are otherwise provided in or arise out of this Contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Contract.

This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

Sec. 14. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the Little Egg Harbor MUA of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the Little Egg Harbor MUA and without prejudice to Little Egg Harbor MUA's other remedies, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor's correct legal entity.

Sec. 15. Miscellaneous.

(a) **Choice of Law and Forum.** This Contract shall be deemed made in Little Egg Harbor, Ocean County, New Jersey. This Contract shall be governed by and construed in accordance with the laws of New Jersey. The exclusive forum and venue for all actions arising out of this Contract shall be the appropriate division of the New Jersey Superior Court, in Ocean County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) **Waiver.** No action or failure to act by the Little Egg Harbor MUA shall constitute a waiver of any of its rights or remedies that arise out this 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.

(c) **Performance of Government Functions.** Nothing contained in this Contract shall be deemed or construed so as to in any way estop, limit, or impair the Little Egg Harbor MUA from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) **Severability.** If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.

(e) **Assignment Successors and Assigns.** Without the Little Egg Harbor MUA's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Contract. Unless the Little Egg Harbor MUA otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Little Egg Harbor MUA's defenses and shall be liable for all of the Contractor's duties that arise out of this Contract and all of the Little Egg Harbor MUA's claims that arise out of this Contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(e) **Compliance with Law.** In performing all of the Work, the Contractor shall comply with all applicable law. Without limitation, Contractor shall comply with the requirements of Article 2, Chapter 64 (Verification of Work Authorization) of the New Jersey General Statutes relating to E-Verify. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

(f) **Little Egg Harbor MUA Policy.** THE LITTLE EGG HARBOR MUA OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER LITTLE EGG HARBOR MUA CONTRACTS.

(g) **EEO Provisions.** During the performance of this Contract the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) **No Third Party Right Created.** This Contract is intended for the benefit of the Little Egg Harbor MUA and the Contractor and not any other person.

(j) **Principles of Interpretation.** In this Contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies' associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) **Modifications. Entire Agreement.** A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Little Egg Harbor MUA unless the Little Egg Harbor MUA or other duly authorized official signs it for the

Little Egg Harbor MUA. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

(l) **Corporate Seal.** If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

(m) **No Employment Relationship.** For all matters relating to this Agreement, Contractor shall be deemed an Independent Contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between Little Egg Harbor MUA and Contractor.

(The following section applies to construction contracts only if amount is over \$50,000)

Sec. 16. Bonding. Both performance and payment bonds for the full amount of this Contract are required to be attached. Instead of bonds, you may submit a deposit of money, certified check or government securities for the full amount of the Contract. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the Contract in accordance with the plans, specifications and conditions of the Contract. The performance bond shall be solely for the protection of the Little Egg Harbor MUA. The payment bond shall be in an amount equal to 100% of the Contract and conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performance labor for which a contractor or subcontractor is liable.

Sec. 17. Dispute Resolution. Any dispute arising between or among the Parties that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules ("Rules"), except as otherwise expressly set forth in this Section. To the extent any provision of the Rules is inconsistent with the provisions of this Section, the provisions of this Section shall control. The mediation provided in this Section shall be used pursuant to this Agreement and is in lieu of any dispute resolution process adopted by the New Jersey Department of Community Affairs, which process shall not apply to this Project.

17.1 For purposes of this Section the following definitions shall apply:

a. Agreement to construct the Project means an agreement to construct the Project that is subject to the requirements of New Jersey Contracts Laws and does not include any agreement related to the Project that is not subject to said statute.

b. Construct or construction refers to and includes the erection, construction, alteration or repair of the Project.

c. Party or Parties refers to the parties listed in Section 16.4.

d. Project means the building to be erected, constructed, altered or repaired pursuant to this Agreement.

17.2 The Little Egg Harbor MUA and any Party contracting with the Little Egg Harbor MUA or with any first-tier or lower-tier subcontractor for the construction of the Project agree to participate in good faith in any mediation of a dispute subject to this Section including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractors), surety(ies), subcontractor(s), and suppliers).

17.3 The Contractor and all other Parties shall include this Section 17 in every agreement to which it (any of them) is a Party for the construction of the Project without variation or exception. Failure to do so will constitute a breach of this Agreement, and the Contractor or other Party failing to include this Section in any agreement required by this Section shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Section and can enforce the provisions hereof.

17.4 The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of \$15,000 or less.

17.5 A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Section but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

17.6 For purposes of this Section, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.

17.7 In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

17.8 Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

17.9 If a Party breaches any provision of Section 17.9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.

17.10 All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the Little Egg Harbor MUA is named as a party to the mediation, the Little Egg Harbor MUA shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the Little Egg Harbor MUA is named as a Party to the mediation, the Little Egg Harbor MUA shall pay at least one-third of the mediation expenses and costs divided among the Parties.

17.11 The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Cabarrus County as the mediator shall determine.

17.12 The provisions of this Section are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Section.

17.13 The Parties understand and agree that mediation in accordance with this Section shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Section.

Sec. 18. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with Little Egg Harbor MUA and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party. Any remaining disputes shall be subject to the dispute resolution procedure set forth above, if applicable.

[Signature Page to Follow]

IN WITNESS WHEREOF, Little Egg Harbor Municipal Utilities Authority and the Contractor have caused this Contract to be executed by their respective duly authorized agents or officers.

Little Egg Harbor MUA

Legal Name of Contractor

By: Earl F. Sutton, Jr., Executive Director

By:
Signature of President/Vice President/Manager/Partner

Printed Name: _____

Printed Name: _____

Date:

Title: _____

ATTEST BY:

Date:

ATTEST: BY: _____

Title _____

SEAL

EXHIBIT A

BID FORM WITH UNIT PRICE SCHEDULE

**EXHIBIT
BID PROPOSAL FORM**

Bidder's Information: (Print or Type)

Date: _____

Company Name: _____

Taxpayer Identification (T.I.N) #: _____

Contact Name: _____

Contact Email Address: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Little Egg Harbor Municipal Utilities Authority
823 Radio Road
Little Egg Harbor, NJ 08087

Ladies and Gentlemen:

This bid proposal form is submitted in accordance with your advertisement inviting submissions to be received for the **Office Addition of Little Egg Harbor Municipal Utilities Authority and Site Improvements**. Having carefully examined the bid packet and being familiar with various conditions affecting the work the undersigned herein agrees to furnish all materials, perform all labor and do all else necessary to complete the **ENTIRE PROJECT** in accordance with said bid packet for the **LUMP SUM BASE BID** (including the allowance) and **UNIT PRICE** for Site Improvements **OF**:

BASE BID AMOUNT Office Addition \$ _____

BASE BID AMOUNT Site Improvement \$ _____

PLUS CASH ALLOWANCE for Two

PLUS CASH ALLOWANCE

SECTION 01210 – ALLOWANCES ITEM 1.05 \$ 150,000.00

TOTAL BASE BID (in numbers) (bid amount plus the allowance) \$ _____

(In words) _____

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern. **Prevailing wage rates apply.**

EXHIBIT A
BID PROPOSAL FORM

Pursuant to and in compliance with your Advertisement for Bids dated _____, and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the ADDITION TO EXISTING MUA BUILDING, as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the Little Egg Harbor MUA prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices:

NOTE: Extension of Unit Prices **must** be exact

Contract Time: **One Hundred (100) Calendar Days**

Schedule of Liquidated Damages:

One (1) to Fifteen (15) Days:	\$ 500.00	per calendar day
Sixteen (16) to Thirty (30) Days:	\$ 500.00	per calendar day
Greater Than Thirty (30) Days:	\$ 500.00	per calendar day

BASE BID

SITE IMPROVEMENT

Item	Quantity	Units	Description	Unit Price	Amount
1	1	LS	CLEARING SITE	\$	\$
2	1180	LF	REMOVAL OF CONCRETE CURB	\$	\$
3	270	SY	REMOVAL OF CONCRETE SIDEWALK	\$	\$
4	85	SY	REMOVAL OF CONCRETE DRIVEWAY APRON	\$	\$
5	1260	LF	6"x8"x18" CONCRETE VERTICAL CURB (MUA SITE)	\$	\$
6	100	LF	8"x9"x18" CONCRETE VERTICAL CURB (COUNTY ROAD)	\$	\$
7	310	SY	CONCRETE SIDEWALK, 4" THICK	\$	\$
8	6	SY	TRUNCATED DOME, DETECTABLE WARNING SURFACE	\$	\$

EXHIBIT A
BID PROPOSAL FORM

SITE IMPROVEMENT

Item	Quantity	Units	Description	Unit Price	Amount
9	85	SY	CONCRETE DRIVEWAY APRON, 6" THICK	\$	\$
10	2915	SY	MILL AND OVERLAY, 2" THICK	\$	\$
11	380	SY	NEW PARKING AREA	\$	\$
12	750	LF	STRIPING, THERMOSPLASTIC, 4" WIDE, WHITE	\$	\$
13	150	LF	STRIPING, THERMOSPLASTIC, 4" WIDE, YELLOW	\$	\$
14	105	LF	STRIPING, THERMOSPLASTIC, 4" WIDE, BLUE	\$	\$
15	2	EA	ADA COMPLIANT PAVEMENT MARKINGS AND SYMBOLS	\$	\$
16	1	LS	PAVEMENT ARROWS AND LANE DESIGNATIONS	\$	\$
17	168	LF	VINYL FENCE, 8' HIGH	\$	\$
18	1	ALL OW	SITE LIGHTING		\$ 10,000 .00
19	90	SY	TRENCH RESTORATION	\$	\$
20	6	SY	CONCRETE PAD, 14" THICK	\$	\$
21	2	SY	CONCRETE PAD, 4" THICK	\$	\$
22	1	LS	DOWNSPOUT DRAINAGE SYSTEM	\$	\$
23	25	SY	COUNTY ROAD RESTORATION	\$	\$
24	1	LS	SITE RESTORATION	\$	\$
<u>SITE IMPROVEMENT BASE BID</u>					\$

EXHIBIT A

- a. Bidder is familiar with and has satisfied itself as to all Federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- b. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- c. Bidder is aware of the general nature of Work to be performed by Little Egg Harbor MUA and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- d. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- e. Bidder has given the Little Egg Harbor MUA written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by the Little Egg Harbor MUA is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Little Egg Harbor MUA. Notice.

4. Bidder will complete the Work for the following unit prices. Quantities indicated are estimated and not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities. Compensation for all work required for the submittal of product data shall be included in the linear foot price contained in the appropriate bid line items.

EXHIBIT A

5. Communications concerning this Bid shall be sent to Bidder at the following address:

NAME: _____

ADDRESS: _____

P.O. BOX: _____

STATE: _____

ZIP CODE: _____

6. The terms used in this Bid, which are defined in the General Conditions included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SIGNATURE OF BIDDER

Contractor's License Number (If applicable) _____

License Expiration Date _____

If an Individual

By _____

(signature of individual)

Doing business as _____

Business address _____

Phone No.. _____

Date _____ 20__

ATTEST

TITLE

If a Partnership

By: _____
(Firm name)

By: _____
(signature of individual)

EXHIBIT A

Business address _____

Phone No. _____

Date: _____, 20____

ATTEST _____ TITLE _____

If a Corporation

By _____
(Corporation Name)

By _____
(signature of authorized person) (title)

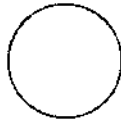
Business address _____

Phone No. _____

Date _____, 20 ____

ATTEST _____ TITLE _____

(Seal)



IF A JOINT VENTURE (Other party must sign below.)

Contractor's License Number _____

License Expiration Date _____

By _____

(Signature of individual)

Doing business as _____

Business address _____

Phone No. _____

EXHIBIT A

Date: _____, 20____

ATTEST _____ TITLE _____

By _____
(signature of general partner)

(Seal)

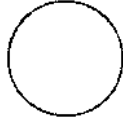


EXHIBIT B

SPECIFICATIONS FOR ADDITION TO EXISTING MUA BUILDING

SEE CONSTRUCTION DOCUMENT

EXHIBIT C

LEHMUA RULES & REGULATIONS

PLEASE REFERENCE ONLINE AT

www.lehmua.com

EXHIBIT D

STANDARD FORM OF PERFORMANCE BOND

EXHIBIT D

STANDARD FORM OF PERFORMANCE BOND

Date of Execution of this Bond _____

Name and Address of _____

Principal (Contractor) _____

Name and Address of Surety _____

Name and Address of _____
Contracting Body

Amount of Bond _____
Contract

That certain contract by and between the Principal and the
Contracting Body above named dated _____
for _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

EXHIBIT D
STANDARD FORM OF PERFORMANCE BOND: (Continued)

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of the General Statutes of New Jersey and each and every provision set forth in the General Statutes of New Jersey is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

Principal (Name of individual and trade name, partnership, corporation, or joint venture)

(Proprietorship or Partnership)

Printed Name _____

BY _____ (SEAL)

Printed Name _____

TITLE _____

(Little Egg Harbor MUA,
Partner, Office held in

ATTEST: (Corporation)

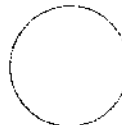
(Corporate Seal of Principal)

BY _____

Printed Name _____

TITLE _____

(Corporation Secretary or Assistant Secretary Only)



Surety (Name of Surety Company)

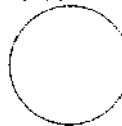
WITNESS:

BY

Printed Name _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)



COUNTERSIGNED: _____

Address of Attorney in Fact

EXHIBIT E

TAX FORM

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td colspan="10">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td></tr><tr><td colspan="12">or</td></tr><tr><td colspan="12">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Social security number														-				-				or												Employer identification number																-							
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SECTION 007000
SUPPLEMENTARY
CONDITIONS

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SECTION 007000
SUPPLEMENTARY
CONDITIONS

ARTICLE 1 GENERAL CONTRACT PROVISIONS

1.1 MUTUAL OBLIGATIONS

Little Egg Harbor Municipal Utilities Authority (LEH-MUA) and GENERAL CONTRACTOR commit at all times to cooperate fully with each other, and proceed on the basis of trust, good faith, and fair dealing to permit each party to realize the benefits afforded under the CONTRACT.

1.2 BASIC DEFINITIONS

Whenever the following words appear in the CONTRACT Documents, they will be construed to have the following meanings:

- 1.2.1 Acceptance by or Accepted by LEH-MUA means review of the document, matter, or item in question for general conformance with the CONTRACT Documents and that LEH-MUA takes no exception thereto. Acceptance by the LEH-MUA does not relieve the GENERAL CONTRACTOR from any obligations hereunder and GENERAL CONTRACTOR remains responsible for the completeness and technical accuracy of the reviewed document or item.
- 1.2.2 Acceptance of the CONTRACT means LEH-MUA's formal acceptance of the entire Work by the Executive Director, as applicable, after the GENERAL CONTRACTOR has achieved Final Completion of the Work in accordance with the requirements of the CONTRACT Documents.
- 1.2.3 Acts of God means only the following occurrences or conditions and effects: Hurricane tornado and FEMA 500-year flood and 100-year flood.
- 1.2.4 Not Used.
- 1.2.5 Applicable Laws means all laws, codes, ordinances, rules and regulations of governmental authorities having jurisdiction over and affecting the Site and the Work.

- 1.2.6 Not Used.
- 1.2.7 Architect of Record, Engineer of Record, and/or Architect/Engineer of Record mean the Architect, Engineer, and/or Architect/Engineer of Record, and their authorized representatives, who are part of the legal entity or association constituting the GENERAL CONTRACTOR, and are qualified, and licensed and/or registered in their respective professions in the State of New Jersey to perform all of the design and design-related services required under the CONTRACT.
- 1.2.8 Base Price Proposal means the total proposed price stated in GENERAL CONTRACTOR's Proposal for the base scope of work as defined in the Request for Proposals.
- 1.2.9 Beneficial Occupancy means LEH-MUA's occupancy or use of the Work, or any applicable portion thereof, in accordance with Article 5.
- 1.2.10 LEH means the CITY of Little Egg Harbor Municipal Utilities Authority, Board of Commissioners.
- 1.2.11 Not Used.
- 1.2.12 Certificate of Occupancy means a formal document issued by the LEH-MUA granting occupancy of the building(s) or structure(s) or portion(s) thereof after inspection and sign-off by the local Fire Department and all other required jurisdictional agencies.
- 1.2.13 Commissioning means a process for achieving, validating, and documenting that the facility and its systems are planned, designed, installed, tested, and capable of being operated and maintained to perform in conformity with the CONTRACT Documents.
- 1.2.14 Construction Documents, when used as a capitalized term, means any drawings and specifications prepared by the Architect that been accepted by the LEH-MUA, and have been Jurisdictionally Approved. Any drawings and specifications prepared by the GENERAL CONTRACTOR that have not yet been Jurisdictionally Approved, even if they have been approved by the LEH-MUA, are considered Design Documents.
- 1.2.15 CONTRACT means the CONTRACT Documents, which include and are incorporated by reference into the fully-executed Construction Agreement, and all CONTRACT Amendments. The terms "CONTRACT" and "CONTRACT Documents" are used interchangeably in the CONTRACT Documents, and they are to be construed as synonymous terms.
- 1.2.16 CONTRACT Amendment means a fully executed amendment to the CONTRACT authorizing a modification, deletion or addition to the CONTRACT, and which may adjust the CONTRACT Sum and/or the CONTRACT Time. A fully executed

CONTRACT Amendment means that the CONTRACT Amendment has been duly signed by both the LEH-MUA and the GENERAL CONTRACTOR, except in the case of a Unilateral CONTRACT Amendment, which shall be considered fully executed when duly signed by the LEH-MUA and issued by the LEH-MUA to the GENERAL CPONTRACTOR.

- 1.2.17 CONTRACT Documents means all those documents referenced in Article 2, CONTRACT Documents; Attachment A, Itemized CONTRACT Documents List; of the Construction Agreement. The terms "CONTRACT" and "CONTRACT Documents" are used interchangeably in the CONTRACT Documents, and they are to be construed as synonymous terms.
- 1.2.18 CONTRACT Sum means the total amount of compensation to be paid to the GENERAL CONTRACTOR for the complete performance of the CONTRACT. The CONTRACT Sum is stated in Article 4.1, CONTRACT Sum, of the Construction Agreement and may only be adjusted by CONTRACT Amendment.
- 1.2.19 CONTRACT Time means the total number of Days the GENERAL CONTRACTOR has to achieve Substantial Completion of the Work, starting from the date on which the GENERAL CONTRACTOR is authorized to commence the Work as set forth in the Notice to Proceed issued by the LEH-MUA. The CONTRACT Time is stated in Article 5, CONTRACT Time, of the Construction Agreement and may only be adjusted by CONTRACT Amendment.
- 1.2.20 Contractor means and refers to the GENERAL CONTRACTOR. The terms Contractor and GENERAL CONTRACTOR are used interchangeably throughout the CONTRACT Documents, and they are to be construed as synonymous terms, unless explicitly stated otherwise in any specific provision.
- 1.2.21 (Not Used).
- 1.2.22 LEH's Project Manager means the employee or consultant authorized by the LEH-MUA to be its Project representative as more fully set forth in Article 1.4.
- 1.2.23 Day means a calendar day unless explicitly specified otherwise in a specific provision of the CONTRACT Documents.
- 1.2.24 Not Used.
- 1.2.25 Construction Agreement means the fully-executed document entitled "Construction Agreement", which includes and incorporates by reference therein the CONTRACT Documents and all CONTRACT Amendments.

GENERAL CONTRACTOR means the appropriately-licensed partnership, corporation, association or other legal entity that is required to provide, and is fully liable for the performance of, the construction, architectural, engineering and other services necessary to complete the Work under the CONTRACT. If the General Contractor is a partnership or association, that is not a legal entity, then General Contractor means the appropriately-licensed partnership or association whose partners or association members hereby jointly and severally agree to perform, and to be fully responsible and liable for the performance of, the construction,

architectural, engineering and other services necessary to complete the Work under the CONTRACT.

- 1.2.26 Design Documents means any drawings and specifications that have been prepared by GENERAL CONTRACTOR and have not yet been Jurisdictionally Approved, which include, without limitation, a progress set of subcontractor's fire alarm or sprinklers documents, etc. At the point that Design Documents are Jurisdictionally Approved, they constitute Construction Documents as defined herein.
- 1.2.27 Not Used.
- 1.2.28 Not Used.
- 1.2.29 Final Completion means the LEH-MUA has determined that the Work is fully completed in accordance with the CONTRACT Documents, as set forth more fully in Article 5.3.
- 1.2.30 Jurisdictional Approval or Jurisdictionally Approved means that the Design Documents have been formally approved by the agencies having jurisdiction to enforce applicable codes and regulatory requirements for the Project.
- 1.2.31 Instruments of Service means drawings, specifications, and other documents, including those in electronic form, prepared by GENERAL CONTRACTOR or its Subcontractors and Subconsultants for use solely with respect to this Project.
- 1.2.32 Maximum CONTRACT Sum means the CONTRACT Sum plus the amount of all Allowances. The Maximum CONTRACT Sum is stated in Article 4.3, Maximum CONTRACT Sum, of the Construction Agreement and may only be adjusted, as applicable, by CONTRACT Amendment as set forth in Article 12.
- 1.2.33 Noncompliance Notice means a sequentially numbered written notice issued by LEH-MUA or other jurisdictional agency, to the GENERAL CONTRACTOR that defines materials, installations, and/or situations that do not comply with codes or the CONTRACT Documents.
- 1.2.34 Notice-to-Proceed means the written notice given by the LEH-MUA to the GENERAL CONTRACTOR, commencing CONTRACT Time, and authorizing the General Contractor to begin construction, subject only to the specified reviews and acceptances described more fully in Articles 2 and 3.
- 1.2.35 Other(s) means and refers to contractor(s) and person(s) at the Work Site who are not employed by GENERAL CONTRACTOR, its Subcontractors, Subconsultants, or material suppliers.
- 1.2.36 Owner means LEH-MUA.
- 1.2.37 Project means the total construction, and performance of the Work and all other requirements of the CONTRACT Documents.

- 1.2.38 Project Manual means the manual prepared for the Project, as specifically identified in Article 2, CONTRACT and CONTRACT Documents, of the Construction Agreement, which includes, but is not limited to, the Proposal Requirements, Contract Forms, Conditions of the CONTRACT, General Requirements, and all included technical specifications and attachments.
- 1.2.39 Project Schedule means the schedule submitted by the GENERAL CONTRACTOR, incorporating the CONTRACT Time as stipulated in the CONTRACT, and any amendments to such submitted schedule, prepared in accordance with Section 013100, Project Schedule, of the Project Manual, and which schedule has been Accepted by the LEH-MUA.
- 1.2.40 Proposal means the cost Proposal for the Work submitted by the GENERAL CONTRACTOR in response to the LEH-MUA's Request for Proposals.
- 1.2.41 Record Documents means the final set of drawings and other documents in electronic and hard copy formats into which the GENERAL CONTRACTOR has carefully verified and incorporated monthly all as-built conditions on the Site, as set forth more fully in Article 2.8.11.
- 1.2.42 Not Used.
- 1.2.43 Not Used.
- 1.2.44 Site is the land or premises on which the Project is located and comprises the limits within which the LEH-MUA provides the GENERAL CONTRACTOR the right to work, subject to restrictions provided in the CONTRACT Documents.
- Subcontractor and/or Subconsultant is a party, person, or entity retained by the GENERAL CONTRACTOR and/or by a Subcontractor or Subconsultant of the GENERAL CONTRACTOR at any tier to perform certain aspects of the Work on behalf of the GENERAL CONTRACTOR, including, but not limited to, providing design, management, labor, materials, equipment, and/or services necessary to complete the Work. The GENERAL CONTRACTOR is responsible and liable for any acts or omissions of any of its Subcontractors and/or Subconsultants.
- 1.2.45 Substantial Completion means that LEH-MUA has determined in writing that the construction of the Work, or designated portion thereof, is sufficiently complete, in accordance with the CONTRACT Documents, so LEH-MUA may occupy or use the Work, or designated portion thereof, for the use for which it is intended, as set forth more fully in Article 5.2.
- 1.2.46 Work means provision and performance of all labor, materials, equipment, tools and services, including professional design and project management services, and performance of all other CONTRACT obligations required of the GENERAL CONTRACTOR by the CONTRACT Documents, including any obligations that are reasonably inferable from the CONTRACT Documents. Work shall further include all amendments to the CONTRACT that are reflected in a CONTRACT Amendment.

1.3 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

In the event that any provision(s) in any component part of the CONTRACT Documents conflicts with any provision(s) of any other component part, the following order of precedence among the CONTRACT Documents shall govern, with the document listed first in the following list having the highest relative order of precedence, the document listed next having the next highest relative order of precedence, and so on, and with document listed last having the lowest relative order of precedence.

- Written CONTRACT Amendments in reverse chronological order.
- Construction Agreement
- Notices to Proposers.
- Supplemental Conditions (Section 007000 of Project Manual).
- General Conditions (Section 010100 of Project Manual).
- Project Manual, except for any subcomponent parts listed above.
- Request for Proposals and all attachments, except for any subcomponent parts listed above.
- Jurisdictionally-Approved Construction Documents.
- GENERAL CONTRACTOR's Proposal

In the event there is a conflict between or among any provisions within the same component part of the CONTRACT Documents, the higher standard or the more stringent requirement shall govern, as determined by the Director.

1.4 REPRESENTATIVES

1.4.1 LEH-MUA's Representatives has final decision-making authority for the LEH-MUA relating to this CONTRACT. LEH-MUA's Project Manager, having authority and responsibility for the daily management of the Work as set forth in Article 4.

1.4.2 GENERAL CONTRACTOR's Representatives

Prior to commencement of Work, the GENERAL CONTRACTOR shall designate in writing a representative for the Project to be approved by the Director, who will be known as the GENERAL CONTRACTOR's Project Manager and will have authority and responsibility for the overall daily management of the Work on behalf of the GENERAL CONTRACTOR as set forth in Article 2. The GENERAL CONTRACTOR's Project Manager shall be present at the Work Site at all times when Work is in progress at the Site.

1.4.3 Changes in the Representatives

1.4.3.A LEH-MUA may at any time and from time-to-time, without prior notice to GENERAL CONTRACTOR, replace the LEH-MUA Project Manager with a new CITY Project Manager.

1.4.3.B If the GENERAL CONTRACTOR proposes to replace the GENERAL CONTRACTOR Project Manager or the scope of their respective authority, GENERAL CONTRACTOR shall notify LEH-MUA in writing ten (10) Days in advance. No such change can be made without LEH-MUA's written approval.

- 1.4.3.C The LEH-MUA may request at any time, at its discretion, that the GENERAL CONTRACTOR replace any representative and the GENERAL CONTRACTOR shall comply with that request.

1.5 INTERPRETATION OF DOCUMENTS BY LEH-MUA

- 1.5.1 LEH-MUA's authorized representative, will interpret the meaning of any part of the CONTRACT Documents about which any question, dispute, or misunderstanding may arise. Should the GENERAL CONTRACTOR believe that there is any inconsistency, discrepancy, ambiguity, inaccuracy, or other problem in or between any of the CONTRACT Documents, the GENERAL CONTRACTOR shall refer the matter to the Director through LEH-MUA's Project Manager as early as possible for a final decision. The GENERAL CONTRACTOR shall proceed without delay to continue the Work in question after receipt of the Director's decision. Should the GENERAL CONTRACTOR proceed with the Work without referring the matter to, or obtaining resolution from, the Director, GENERAL CONTRACTOR does so at GENERAL CONTRACTOR's own risk and without recourse to LEH-MUA.

1.5.2 Appeal:

If the GENERAL CONTRACTOR disagrees with the final decision of LEH-MUA or the LEH-MUA's authorized representative, GENERAL CONTRACTOR shall promptly, and within ten (10) Days after receipt of the decision, file a written appeal requesting a hearing before the Board of Commissioners as provided in Article 4.3.

- 1.5.3 An acceptable appeal by GENERAL CONTRACTOR must outline in detail the following:

1.5.3.A Areas and scope of the disagreement with the decision of LEH-MUA; and

1.5.3.B All areas of inconsistency, discrepancy, ambiguity, inaccuracy, or other problem in or between any of the CONTRACT Documents.

1.6 ERRORS OR OMISSIONS

- 1.6.1 In the event that GENERAL CONTRACTOR causes, creates, or contributes to any errors or omissions, GENERAL CONTRACTOR shall solely bear all risk and costs associated with such errors or omissions including, without limitation, any increased design, construction, and impact costs.

1.6.2 Not Used.

1.6.3 Not Used.

1.6.4 Not Used.

1.7 EQUALS AND PRODUCT SUBSTITUTIONS (Also see Section 016130)

1.7.1 Equals:

1.7.1.A Whenever any material, product, apparatus, equipment, or service (collectively

“item”) is specified or indicated in the CONTRACT Documents by brand, trade, patent, proprietary name or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words "or equal", unless specifically indicated to the contrary.

1.7.1.B The GENERAL CONTRACTOR may submit a request to LEH-MUA that an item not specified in the CONTRACT Documents be considered as an "equal" by LEH-MUA. An “equal” is any material, product, apparatus, equipment, or service that has been substantiated and formally Accepted by the LEH-MUA to be equal in all respects to the material, product, apparatus, equipment, or service specified in the CONTRACT Documents.

1.7.1.C If the GENERAL CONTRACTOR elects to submit an "or equal" request, the GENERAL CONTRACTOR is required to submit such request on the form provided at Section 004400, Equals, of the Project Manual. As part of any request, the GENERAL CONTRACTOR must submit sufficient data to the CITY to substantiate the specific characteristics and qualities which make the "or equal" item the equivalent in all respects of the item specified in the Scoping Documents, as described below. The GENERAL CONTRACTOR is required to furnish such substantiating data or arrange for any necessary tests to verify the equivalent qualities of the "or equal" item at GENERAL CONTRACTOR's sole expense.

1.7.1.D LEH-MUA, in its sole discretion, shall determine whether the substantiating data demonstrates that a proposed "or equal" item is equal in all respects to the item specified in the CONTRACT Documents. If LEH-MUA determines that the proposed "equal" item has not been substantiated to be equal in all respects, the item specified in the CONTRACT Documents shall be furnished and/or installed by GENERAL CONTRACTOR without modification to CONTRACT Sum or CONTRACT Time.

1.7.1.E The CONTRACT Time for completion of the Work specified in the CONTRACT Documents shall not be affected by any circumstances whatsoever arising from the provisions of this article.

1.7.1.F Not Used.

1.7.2 Product Substitutions (Also see Section 016130):

1.7.2.A In the event that any specified material, product, apparatus, equipment, or service is entirely unobtainable, or not obtainable in sufficient quantities or within a reasonable time, LEH-MUA may permit the substitution of equal and equivalent materials of other type of manufacture in their place. Before such substitutions can be made, the GENERAL CONTRACTOR shall submit a written statement to LEH-MUA setting forth in full the reasons why the materials specified are unobtainable and describing in full the materials which it proposes to supply in their place. Substitutions shall not be made until the approval of LEH-MUA, in writing, has first been obtained.

1.7.3 The following sub-paragraphs are added to the Contract:

- 1.7.3.A The first-named product, material or equipment specified by brand or trade name and model number is the basis for the Project design and the use of any item other than the first-named one may require modifications of the design. If GENERAL CONTRACTOR uses any product, material or equipment other than the first-named one, GENERAL CONTRACTOR shall, at its sole cost:
 - 1.7.3.B Make all revisions and modifications to the design and construction of the Work necessitated by the use the product, material or equipment.
 - 1.7.3.C Be responsible for all costs of any changes resulting from the use of the product, material or equipment including without limitation, costs or changes which affect other parts of the Work, the work of Separate GENERAL CONTRACTOR, or any other property or operations of LEH-MUA.
- 1.7.4 A product, material or equipment, other than the first-named product, material or equipment, specified by both brand or trade name and model number may be used if no revisions or modifications to the design or construction of the Work are necessitated by the use of the product, material or equipment. If such revisions or modifications are necessary, the product, material or equipment may be used only if the revisions or modifications are approved in writing by the Architect. GENERAL CONTRACTOR has the burden of demonstrating, that any such revisions or modifications will not be detrimental to the quality, utility or appearance of the Project or any portion of the Project. The GENERAL CONTRACTOR has the responsibility to notify the Architect of any potential impact upon the project criteria or the design intent expressed in the scoping documents. This information will be unitized by the project manager in any evaluation of the proposed change, modification, or substitution. The Architect may refuse to approve any such proposed revisions or modifications where, in the reasonable opinion of the Architect, GENERAL CONTRACTOR has failed to demonstrate, through the procedures specified herein, that the revisions or modifications are not detrimental to the quality, utility or appearance of the Project or any portion of the Project.

ARTICLE 2 GENERAL CONTRACTOR'S SERVICES AND RESPONSIBILITIES

2.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY GENERAL CONTRACTOR; SINGLE POINT RESPONSIBILITY OF GENERAL CONTRACTOR

- 2.1.1 In addition to the obligations and representations of the GENERAL CONTRACTOR provided for in Article 8, GENERAL CONTRACTOR's Representations, of the Construction Agreement, GENERAL CONTRACTOR shall carefully study and compare each of the CONTRACT Documents with each other and with all information furnished by the CITY, and shall promptly report in writing to the Architect any discrepancies, errors, inconsistencies, or omissions in the CONTRACT Documents or inconsistencies with applicable Code Requirements observed by GENERAL CONTRACTOR.
- 2.1.2 GENERAL CONTRACTOR is responsible for the design and construction of the Project and shall provide all services pursuant to this CONTRACT in a manner consistent with the standard of care under New Jersey law applicable to those who specialize in providing such services for projects of similar type, scope, and complexity to the Project (including its contracting mode).

2.1.3 GENERAL CONTRACTOR shall carefully take field measurements, including location of existing utilities, verify field conditions, and shall compare such field measurements, conditions, and other information known to GENERAL CONTRACTOR with the information contained in the CONTRACT Documents before commencing the Work.

2.1.4 If GENERAL CONTRACTOR becomes aware of any error, inconsistency, or omission associated with any design or construction activity, then GENERAL CONTRACTOR shall immediately notify LEH-MUA. If GENERAL CONTRACTOR fails to do so, GENERAL CONTRACTOR shall be responsible for any resultant losses in addition to, and notwithstanding, any liability provisions provided in the CONTRACT.

2.1.5 Not Used.

2.1.6 GENERAL CONTRACTOR's Project Manager will be the point of contact with the Architect throughout the construction of this Project.

2.2 RESPONSIBILITIES OF GENERAL CONTRACTOR'S PROJECT MANAGER

The GENERAL CONTRACTOR's Project Manager shall give personal attention and supervision to the Work until it is entirely completed. The GENERAL CONTRACTOR's Project Manager shall be competent to manage, superintend and direct the progress of the Work, and shall be authorized to receive instructions and to act for the GENERAL CONTRACTOR on all matters related to the Work.

2.3 SUPERVISION, AND CONSTRUCTION PROCEDURES

2.3.1 GENERAL CONTRACTOR shall supervise, coordinate, and direct the Work using GENERAL CONTRACTOR's best skill and attention. GENERAL CONTRACTOR shall be solely responsible for, and have control over, the entire construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work.

2.3.2 Not Used.

2.3.3 At LEH-MUA's request, the GENERAL CONTRACTOR will submit to LEH-MUA its internal requests for information, requests for consideration of equals or product substitutions, requests for quotations/proposals, change orders, contract amendments, submittals, and related documents to be reviewed by LEH-MUA. Such documents will be reviewed and commented on at LEH-MUA's discretion.

2.3.4 GENERAL CONTRACTOR shall be responsible to LEH-MUA for acts and omissions of GENERAL CONTRACTOR's agents, employees, Subconsultants, and Subcontractors of any tier, and their respective agents and employees.

2.3.5 GENERAL CONTRACTOR shall not be relieved of its obligation to perform the Work in accordance with the CONTRACT Documents either by acts or omissions of LEH-MUA or the Architect in the administration of the CONTRACT, or by tests, inspections, or approvals required or performed by persons or firms other than GENERAL CONTRACTOR.

2.3.6 GENERAL CONTRACTOR shall be responsible for inspection of all portions of the

Work, including those portions already performed under the CONTRACT, to determine that such portions conform to the requirements of the CONTRACT Documents and are ready to receive subsequent Work.

- 2.3.7 To facilitate the LEH-MUA's communications and management of the entire design and construction process, the GENERAL CONTRACTOR shall make its management staff immediately available to LEH-MUA and Architect throughout the construction of the Project.
- 2.3.8 Not Used.
- 2.3.9 GENERAL CONTRACTOR shall be fully responsible for coordinating and obtaining all necessary or additional jurisdictional agency approvals for the project.
- 2.3.10 The GENERAL CONTRACTOR shall be responsible for all survey and layout operations including, but not limited to, the following:
 - 2.3.10.A Employ an independent, state of New Jersey licensed Land Surveyor or registered civil engineer licensed to practice surveying to establish horizontal and vertical control points, establish property lines and other required staking.
 - 2.3.10.B Locate elevations of all improvements, establish control points and bench marks adequate for the use of all trades so that all parts of the work are within the specified and indicated tolerances.
 - 2.3.10.C As the work proceeds, verify all grades, lines, and dimensions indicated on the drawings, and report errors and inconsistencies to the Architect in writing. Do not proceed until errors and inconsistencies are corrected.
 - 2.3.10.D Maintain staking as required by construction progress and maintain construction progress and maintain control points and benchmarks until final completion of the project.

2.4 LABOR

- 2.4.1 Unless otherwise provided in the CONTRACT Documents, GENERAL CONTRACTOR shall provide and pay for all labor, licenses, professional services, and other services required to complete the Work.
- 2.4.2 GENERAL CONTRACTOR agrees to employ only orderly and competent workers, skillful in the performance of the Work required under the CONTRACT. Whenever the CITY informs the GENERAL CONTRACTOR in writing that any worker on the Site is careless, uncooperative, incompetent, or disorderly, such worker shall be discharged from the Work and shall not again be employed on the Work without LEH-MUA's prior written consent.
- 2.4.3 GENERAL CONTRACTOR shall give adequate attention to the faithful prosecution and completion of the Work and shall keep on the Site at all times during Project's progress, competent superintendent personnel, and any necessary assistants to supervise and direct the Work. Grounds for LEH-MUA's request for removal of GENERAL CONTRACTOR

superintendent personnel specifically include (but are not limited to) the failure or refusal of such personnel to adhere to the GENERAL CONTRACTOR's planned Project Schedule as developed by the GENERAL CONTRACTOR under Section 013100, Project Schedule, of the Project Manual, and to control the workers on the Site.

- 2.4.4 Employees or other workers of GENERAL CONTRACTOR are not, nor shall they be deemed for any purposes to be, employees of LEH-MUA, and shall not be entitled to any rights, benefits, or privileges of LEH-MUA employees.

2.5 CONSTRUCTION EQUIPMENT

The GENERAL CONTRACTOR shall furnish and maintain all equipment such as stairs, ramps, runways, scaffolds, hoists, etc., required for the proper execution of the Work in safe and good working condition while on the Project Site. All such equipment and construction shall meet all requirements of all ordinances and laws applicable thereto.

2.6 TAXES

GENERAL CONTRACTOR shall pay all sales, consumer, use, income, payroll, and similar taxes for the Work or portions thereof as required by any governing authority for services provided by the GENERAL CONTRACTOR.

2.7 APPLICABLE CODE REQUIREMENTS

- 2.7.1 GENERAL CONTRACTOR shall perform the Work in accordance with applicable Federal, State, and local codes and other legal requirements and all code requirements listed in the CONTRACT Documents including, but not limited to, the following:

- 2.7.1.A All laws, statutes, applicable building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over LEH-MUA, GENERAL CONTRACTOR, any Subcontractor or Subconsultant of any tier, the Project, the Site, the Work, or the prosecution of the Work.

- 2.7.1.B Applicable sections of the State of New Jersey Labor Code.

- 2.7.1.C Applicable code requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and workday.

- 2.7.2 Not Used.

- 2.7.3 The GENERAL CONTRACTOR shall furnish and maintain on the Site at least one copy of applicable codes required by the CONTRACT Documents or shall have immediate Internet access to them on the Site.

- 2.7.4 Where these Specifications or the Building Code stipulate that a material shall conform to the American Society for Testing Materials (ASTM) specifications or other recognized standards, the GENERAL CONTRACTOR shall, when so required, deliver to LEH-MUA an affidavit or certificate in triplicate signed by the manufacturer or supplier that the material furnished conforms to the specifications or standards stated. When tests are required, the results of such tests shall be made available to the Architect.

2.7.5 References to the "Building Code" are to the latest edition of the applicable Building Code, including any amendments thereto, unless otherwise indicated in the CONTRACT Documents.

2.8 Not Used

2.9 NOTICES OF LABOR DISPUTE

2.9.1 If GENERAL CONTRACTOR has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of the Work, GENERAL CONTRACTOR shall immediately give notice thereof, including all relevant information, to LEH-MUA.

2.9.2 GENERAL CONTRACTOR agrees to insert the substance of this Article "Notice of Labor Dispute", in any subcontract to which a labor dispute may delay the timely performance of the Work, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the GENERAL CONTRACTOR, as the case may be, of all relevant information concerning the dispute.

2.10 SCHEDULES REQUIRED OF GENERAL CONTRACTOR

2.10.1 GENERAL CONTRACTOR shall submit to Architect an initial Project Schedule in accordance with the requirements of Section 013100, Project Schedule, of the Project Manual. Architect will determine the acceptability of the Project Schedule. At a minimum, the Project Schedule must meet any milestone and other scheduling requirements specified in the Scoping Documents and must meet the timing requirements set forth in Article 5, CONTRACT Time, of the Construction Agreement, including, but not limited to, achieving Substantial Completion within the indicated CONTRACT Time.

2.10.2 If a Project Schedule indicating that the Work will be completed in less than the CONTRACT Time is Accepted, the GENERAL CONTRACTOR shall not be entitled to extensions of the CONTRACT Time for Excusable Delays, Compensable Delays, or Concurrent Delays, and shall not be entitled to adjustments of the CONTRACT Sum for Compensable Delays, until such delays extend the date of Substantial Completion of the Work beyond the exhaustion of the CONTRACT Time.

2.10.3 Updated Schedules: GENERAL CONTRACTOR shall provide an updated schedule with its monthly request for payment. Each such schedule shall include a narrative report defining problem areas, anticipated delays, and their impact on the schedule, and the corrective action that will be taken by the GENERAL CONTRACTOR and its effect. Submission of an updated monthly schedule that is Accepted by the CITY or Architect is a condition precedent to GENERAL CONTRACTOR's entitlement to monthly payment.

2.11 ACCESS TO WORK BY LEH-MUA

LEH-MUA and its authorized employees, representatives, and consultants will at all times have access to the Work whenever it is in preparation or progress. GENERAL CONTRACTOR shall provide safe and proper facilities for such access and for inspection.

2.12 LIABILITY FOR RISK OF LOSS AND REPAIR OF DAMAGED WORK

2.12.1 GENERAL CONTRACTOR shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood, or otherwise) except by Acts of God, prior to LEH-MUA's determination of Substantial Completion of the Project.

2.12.2 GENERAL CONTRACTOR shall promptly repair and replace any Work or materials damaged or destroyed for which the GENERAL CONTRACTOR is liable.

2.12.3 All portions of the Work that may be damaged by accident or in the course of or on account of the execution of the Work, or by reason of any other cause whatsoever during the progress of the Work, shall be carefully and neatly repaired or reconstructed by the GENERAL CONTRACTOR and the whole left in first class condition and turned over to LEH-MUA ready for use.

2.12.4 Should any part of the Work of this CONTRACT be cut into or damaged by other contractors, the GENERAL CONTRACTOR and the party causing such damage shall make adjustments between themselves relative to reconstruction or repairs and payment for same.

2.13 CERTIFICATE AS TO COMPLIANCE WITH CERTAIN REGULATIONS

The GENERAL CONTRACTOR shall file with LEH-MUA, prior to the Acceptance of the CONTRACT, a certificate in form, substantially as follows, on letterhead stationery clearly identifying the GENERAL CONTRACTOR and the contract number assigned to this CONTRACT:

I (We) hereby certify that all Work has been performed and that all materials have been supplied in accordance with the CONTRACT Documents for the above Work, and that:

1. Not less than the prevailing rates of wages as ascertained by LEH-MUA has been paid to laborers, workers, and mechanics employed on this Work.
2. There has been no unauthorized substitution of Subcontractors; nor have any unauthorized subcontracts been entered into.

ARTICLE 3 **LEH-MUA'S RESPONSIBILITIES**

3.1 LEH-MUA'S ISSUANCE OF NOTICE-TO-PROCEED

Within a reasonable period of time after full execution of the Construction Agreement, LEH-MUA will issue a Notice-to-Proceed to the GENERAL CONTRACTOR, which specifies, at a minimum, the date that the CONTRACT Time commences.

3.2 INFORMATION PROVIDED BY LEH-MUA

LEH-MUA may provide to the GENERAL CONTRACTOR certain documents identified as being for information only. Information contained in such documents may be used by the GENERAL CONTRACTOR in performing the Work at GENERAL CONTRACTOR's discretion and subject

to its own verification. The GENERAL CONTRACTOR shall bear the risk of relying on any such information, and LEH-MUA shall have no liability in connection therewith.

3.3 ACCESS TO WORK BY GENERAL CONTRACTOR

LEH-MUA will provide, as reasonably required by the Work, and not later than the date designated in the Notice to Proceed, access to the lands and facilities upon which the construction Work is to be performed, including such access to other lands and facilities designated in the CONTRACT Documents for use by GENERAL CONTRACTOR.

3.4 Not Used

3.5 RESPONSIBILITIES DURING CONSTRUCTION

3.5.1 If LEH-MUA becomes aware of any error, omission, or failure by GENERAL CONTRACTOR associated with the Construction Documents, or any fault or defect in the Work, LEH-MUA will give written notice thereof to GENERAL CONTRACTOR. GENERAL CONTRACTOR will remain responsible for correcting any such error, omission, failure, fault, or defect at its sole cost and expense.

3.5.2 LEH-MUA will not communicate with any of the GENERAL CONTRACTOR's Subcontractors, or Subconsultants, except through the GENERAL CONTRACTOR's Project Manager, or in the presence of the GENERAL CONTRACTOR's Project Manager. LEH-MUA has no contractual relationship with, or obligation to, the GENERAL CONTRACTOR's Subcontractors or Subconsultants.

3.5.3 LEH-MUA maintains the right to review key shop drawings.

3.5.4 LEH-MUA maintains the right to review internal documents generated between the GENERAL CONTRACTOR and its Subconsultants and Subcontractors including, without limitation, requests for information, requests for quotations/proposals, change orders, contract amendments, submittals, and related documents.

3.5.5 LEH-MUA will respond to requests for information, CONTRACT Amendment requests or other communications directed to LEH-MUA for review and approval during construction.

3.5.6 LEH-MUA will coordinate with GENERAL CONTRACTOR for scheduling of building systems/equipment training given by the GENERAL CONTRACTOR and for completion of the required commissioning program in a timely manner consistent with the Project Schedule.

3.6 LEH-MUA'S RIGHT TO STOP THE WORK

If GENERAL CONTRACTOR fails to correct defective Work as required by Article 17 or fails to perform the Work in accordance with the CONTRACT Documents, the LEH-MUA or LEH-MUA's Project Manager may direct the GENERAL CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated or corrected by GENERAL CONTRACTOR to the satisfaction of LEH-MUA. The GENERAL CONTRACTOR shall not be entitled to any adjustment of CONTRACT Time or CONTRACT Sum as a result of any such order. The LEH-MUA and LEH-MUA's Project Manager have no duty or responsibility to the

GENERAL CONTRACTOR or any other party to exercise the right to stop the Work.

3.7 LEH-MUA'S RIGHT TO CARRY OUT THE WORK

If GENERAL CONTRACTOR fails to carry out the Work in accordance with the CONTRACT Documents, fails to provide sufficient labor, materials, equipment, tools, or services, with respect to either the design or construction phases, fails to maintain the Project Schedule, or otherwise fails to comply with any material term of the CONTRACT Documents, and after receipt of written notice from LEH-MUA, fails within 5 Days, excluding Saturdays, Sundays, and legal holidays, or within such additional time as the LEH-MUA may specify, to correct such failure, the LEH-MUA may, without prejudice to other remedies LEH-MUA may have, correct such failure at GENERAL CONTRACTOR's expense. In such case, the LEH-MUA will be entitled to deduct from payments then or thereafter due to the GENERAL CONTRACTOR, the cost of correcting such failure, including, without limitation compensation for the additional services and expenses of LEH-MUA's consultants made necessary thereby. If payments then or thereafter due GENERAL CONTRACTOR are not sufficient to cover such amounts, GENERAL CONTRACTOR shall pay the additional amount to LEH-MUA.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT BY LEH-MUA

4.1 ADMINISTRATION OF THE CONTRACT BY LEH-MUA AND ARCHITECT

- 4.1.1 The Architect will provide administration of the CONTRACT as provided in the CONTRACT Documents. The Architect will have authority to act on behalf of the LEH-MUA only to the extent provided in the CONTRACT Documents. The GENERAL CONTRACTOR shall not be entitled to rely on directions (nor shall it be required to follow the directions) from anyone outside the scope of that person's authority as set forth in written authorization pursuant to this CONTRACT. Directions and decisions made by the Architect within his/her express authority may be relied on by the GENERAL CONTRACTOR.
- 4.1.2 Not Used.
- 4.1.3 The Architect will not have control over, will not be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely GENERAL CONTRACTOR's responsibility.
- 4.1.4 Except as otherwise provided in the CONTRACT Documents or when direct communications have been specifically authorized, the LEH-MUA and GENERAL CONTRACTOR shall communicate through the Architect.
- 4.1.5 The Architect will have the authority to reject the Work, or any portion thereof, which does not conform to the CONTRACT Documents. The LEH-MUA's Project Manager will have the authority to stop the Work, or any portion thereof, whenever the LEH-MUA's Project Manager considers it necessary or advisable, for implementation of the intent of the CONTRACT Documents. The Architect will have the authority to require additional inspection or testing of the Work in accordance with the CONTRACT Documents, whether or not such Work is fabricated, installed, or completed.

- 4.1.6 The Architect will have the authority to conduct inspections as provided in the CONTRACT Documents; to agree to Beneficial Occupancy; to determine the dates of Substantial Completion and Final Completion; to receive for review and approval any records, written warranties, and related documents required by the CONTRACT Documents at Final Completion and assembled by GENERAL CONTRACTOR; and to recommend a final payment upon GENERAL CONTRACTOR's compliance with the requirements of the CONTRACT Documents, subject to any appropriate withholdings and deductions.
- 4.1.7 The Architect will be, in the first instance, the interpreter of the requirements of the CONTRACT Documents and the judge of performance thereunder by the GENERAL CONTRACTOR.

4.2 GENERAL CONTRACTOR CONTRACT AMENDMENT REQUESTS

- 4.2.1 GENERAL CONTRACTOR may request an adjustment to the CONTRACT Sum and/or CONTRACT Time for changed Work, materially differing Site conditions, or LEH-MUA-caused delays to Substantial Completion of the Work.
- 4.2.2 GENERAL CONTRACTOR must satisfy the following conditions precedent in order to seek an adjustment to the CONTRACT Sum and/or CONTRACT Time.
 - 4.2.2.A Timely submission of a CONTRACT Amendment request that meets the requirements of Articles 4.2.3; and
 - 4.2.2.B If requested, timely submission of additional information requested by the Architect pursuant to Article 4.2.3.
- 4.2.3 CONTRACT Amendment Request:
 - 4.2.3.A A CONTRACT Amendment request will be deemed timely submitted only if it is submitted within 14 Days of the date the GENERAL CONTRACTOR discovers, or reasonably should discover the circumstances giving rise to the CONTRACT Amendment request, unless additional time is allowed in writing by Architect for submission of the CONTRACT Amendment request.
 - 4.2.3.B A CONTRACT Amendment request must state that it is a CONTRACT Amendment request, state and justify the reason for the request, and specify the amount of any requested adjustment to the CONTRACT Sum and/or CONTRACT Time. If the GENERAL CONTRACTOR requests an adjustment to the CONTRACT Sum, the GENERAL CONTRACTOR shall submit the following with the CONTRACT Amendment request:
 - 4.2.3.B.i A completed cost proposal meeting the requirements of Article 12.3; or
 - 4.2.3.B.ii A partial cost proposal and a statement identifying what required information is not then known to GENERAL CONTRACTOR. If GENERAL CONTRACTOR fails to submit a completed cost proposal with the CONTRACT Amendment request, GENERAL

CONTRACTOR shall submit a completed cost proposal meeting the requirements of Article 12.3 within 14 Days of the date the GENERAL CONTRACTOR submitted the CONTRACT Amendment request unless additional time is allowed by the LEH-MUA's Project Manager.

4.2.3.C Upon request of LEH-MUA or Architect, GENERAL CONTRACTOR shall submit such additional information as may be requested by Architect for the purpose of evaluating the CONTRACT Amendment request. Such additional information may include:

4.2.3.C.i If GENERAL CONTRACTOR seeks an adjustment of the CONTRACT Sum, actual cost records for any changed or extra work (including without limitation, payroll records, material, and rental invoices and the like), shall be submitted by the deadline established by the LEH-MUA's Project Manager, who may require such actual cost records to be submitted on a daily basis.

4.2.3.C.ii If GENERAL CONTRACTOR seeks an adjustment of the CONTRACT Time, written documentation demonstrating GENERAL CONTRACTOR's entitlement to a time extension under Article 10, which shall be submitted within 14 Days of the date of the request unless the LEH-MUA's Project Manager requires an earlier submission.

4.2.3.C.iii If GENERAL CONTRACTOR seeks an adjustment of the CONTRACT Sum for delay, written documentation demonstrating GENERAL CONTRACTOR's entitlement to such an adjustment under Articles 10 and 12, which shall be submitted within 14 Days of the date of the request.

4.2.3.C.iv Any other information requested by the Architect for the purpose of evaluating the CONTRACT Amendment request, which shall be submitted by the deadline established by the Architect.

4.2.4 LEH-MUA's Project Manager will make a decision on a CONTRACT Amendment request within a reasonable time, after receipt of a CONTRACT Amendment request. If LEH-MUA's Project Manager issues a decision denying a CONTRACT Amendment request in whole or in part, GENERAL CONTRACTOR may contest the decision by filing a timely Appeal under the procedures specified in Article 4.3.

4.2.5 GENERAL CONTRACTOR may file a written demand for a decision by LEH-MUA's Project Manager on all or part of any CONTRACT Amendment request as to which the LEH-MUA's Project Manager has not previously issued a decision pursuant to Article 4.2.4; such written demand may not be made earlier than the 30th Day after submission of the CONTRACT Amendment request. Within 15 Days of receipt of the demand, LEH-MUA's Project Manager will issue a decision on the CONTRACT Amendment request. The LEH-MUA's Project Manager's failure to issue a decision within the 15-Day period shall be deemed as the issuance, on the last day of the 15-Day period, of a decision to deny the CONTRACT Amendment request in its entirety.

4.3 APPEALS BOARD

4.3.1 See Standard Form Construction Contract in the Instructions to Bidders package Section 17 for requirements.

4.3.2 Not Used.

4.3.3 Not Used.

4.4 Not Used

ARTICLE 5 OCCUPANCY, SUBSTANTIAL COMPLETION, AND FINAL COMPLETION (Also see Spec. Section 017700)

5.1 OCCUPANCY BY THE LEH-MUA

5.1.1 The GENERAL CONTRACTOR, GENERAL CONTRACTOR's employees, and GENERAL CONTRACTOR's representatives will be admitted by the LEH-MUA to the premises for the purpose of executing the Work to be performed under this CONTRACT, but they shall have no tenancy.

5.1.2 It is further understood that the LEH-MUA shall have the right to take temporary possession of, or use any portion of, any substantially completed part of the Work. Before taking possession of any Work, the LEH-MUA shall furnish the GENERAL CONTRACTOR a list of items of Work remaining to be performed or corrected on those portions of the Work that the LEH-MUA intends to take possession of or use. However, a failure of the LEH-MUA to list any item of Work shall not relieve the GENERAL CONTRACTOR of responsibility for complying with the terms of the CONTRACT. The LEH-MUA's possession or use shall not be deemed an Acceptance of any Work under the CONTRACT.

5.1.3 While the LEH-MUA has such possession or use, the GENERAL CONTRACTOR shall be relieved of the responsibility for the loss of, or damage to, the Work in place resulting from the LEH-MUA's possession or use. If prior possession or use by the LEH-MUA delays the progress of the Work or causes additional expense to the GENERAL CONTRACTOR, an adjustment may be made in the CONTRACT Sum or the CONTRACT Time, under the applicable scheduling and cost provisions of this CONTRACT.

5.2 SUBSTANTIAL COMPLETION

5.2.1 Substantial Completion means the LEH-MUA has determined in writing that the construction of the Work, or a designated portion thereof, is complete and in accordance with the CONTRACT Documents except only for completion of minor items so the LEH-MUA is able to occupy and fully utilize the Work, or a designated portion thereof, for its intended purpose and a Certificate of Occupancy has been issued.

5.2.2 When the GENERAL CONTRACTOR considers that the Work, or designated portion thereof as set forth in the CONTRACT Documents, is substantially complete as defined above, the GENERAL CONTRACTOR shall prepare for submission to the LEH-MUA a

list of items to be completed or corrected. Failure to include any items on such list does not alter the responsibility of the GENERAL CONTRACTOR to complete all Work in accordance with the CONTRACT Documents. When the LEH-MUA's Project Manager determines that the Work is substantially complete, the GENERAL CONTRACTOR will arrange for inspection by any applicable outside jurisdictional agencies and other governing authorities, as appropriate, for the purpose of issuing a Certificate of Occupancy. After a Certificate of Occupancy has been issued by the applicable governing authorities, the Architect will prepare a Substantial Completion letter, which, when signed by the LEH-MUA, shall establish the date of Substantial Completion. The Certificate shall state the responsibilities of the LEH-MUA and the GENERAL CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall list remaining items to be corrected or completed. The Work not fully completed or corrected shall be completed to the satisfaction of the LEH-MUA within thirty (30) calendar days after Substantial Completion, or within a period of time mutually agreed upon between the GENERAL CONTRACTOR and the LEH-MUA. In the event the GENERAL CONTRACTOR fails to complete or correct the remaining items within the allotted time, the LEH-MUA may complete or correct the items and deduct the cost thereof from the CONTRACT Sum.

5.2.3 Warranties required by the CONTRACT Documents, as discussed in Article 17 of the General Conditions, shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

5.2.4 In accordance with the General Conditions, the LEH-MUA reserves the right to occupy substantially completed portions of the Work and any such portion shall be subject to the above provisions for Substantial Completion.

5.3 FINAL COMPLETION

5.3.1 Upon receipt of notice from the GENERAL CONTRACTOR that the Work is ready for final inspection, the Architect will make such inspection. Final Completion shall be when the Architect determines that the Work is fully completed in accordance with the CONTRACT Documents including, without limitation, satisfaction of all "punch list" items and determines that a Certificate of Occupancy has been issued. Final Completion also requires that:

5.3.1.A The GENERAL CONTRACTOR has provided to the LEH-MUA all required guarantees and warranties, operation and maintenance manuals, Record Documents, and all other submittals required by the CONTRACT Documents.

5.3.1.B The GENERAL CONTRACTOR has provided all required training to the LEH-MUA.

ARTICLE 6 EMPLOYMENT REQUIREMENTS

6.1 HOURS OF WORK

Work in excess of eight (8) hours per day will be permitted by employees of GENERAL CONTRACTOR under this CONTRACT only so long as the Labor Code of New Jersey is complied with by GENERAL CONTRACTOR.

6.2 SATURDAY, SUNDAY, HOLIDAY, AND OVERTIME WORK

- 6.2.1 Construction Work will not be allowed on Saturdays, Sundays, or holidays recognized by the LEH-MUA government or outside of normal working hours without the consent of the LEH-MUA's Project Manager. In any event, all Work shall be subject to approval of the LEH-MUA. Prior to the start of such Work, the GENERAL CONTRACTOR shall arrange with the LEH-MUA's Project Manager for the continuous or periodical inspection of the Work and tests of materials, when necessary. If requests are made by GENERAL CONTRACTOR for permission to work overtime, nights, Saturdays, Sundays, or holidays, and such requests are granted, the GENERAL CONTRACTOR shall bear all extra expense to the LEH-MUA or the awarding entity for inspection and other incidental expenses caused by such overtime work. If GENERAL CONTRACTOR is requested, in the interest of the LEH-MUA, to work overtime by the LEH-MUA's Project Manager; or if overtime Work is specifically required by the CONTRACT Documents, all extra expense of inspection will be paid by the LEH-MUA. Should the GENERAL CONTRACTOR find it necessary in order to complete the Work according to schedule to perform certain of GENERAL CONTRACTOR's operations on Saturdays, Sundays, holidays, or overtime, these operations shall be performed as part of the Work included in the CONTRACT Sum and shall not constitute a basis for additional payments.
- 6.2.2 The LEH-MUA reserves the right to order in writing Work outside of normal working hours to avoid inconvenience of neighbors or to perform special operations that, in the judgment of the LEH-MUA's Project Manager, best serve the intent of the CONTRACT and the orderly prosecution of the Work. If the LEH-MUA elects to order Work outside of normal working hours, and if such Work was not previously identified to be performed outside of normal working hours in the CONTRACT Documents, the GENERAL CONTRACTOR shall make all arrangements to supply an adequate Work force for the task to be accomplished and will be additionally compensated only for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid. GENERAL CONTRACTOR shall submit copies of GENERAL CONTRACTOR's payrolls indicating the premium wages actually paid, and the LEH-MUA will issue a CONTRACT Amendment to reimburse the GENERAL CONTRACTOR for GENERAL CONTRACTOR's actual premium costs only.

6.3 PREVAILING WAGE SCALE

- 6.3.1 This is a public contract of the New Jersey Labor Code. The GENERAL CONTRACTOR and its subcontractors of any tier shall comply with all provisions of the Labor Code of the State of New Jersey including, but not limited to, paying no less than applicable prevailing wages to all workers.
- 6.3.2 Under the provisions of said Labor Code, the State Labor Department will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers, or mechanic needed to execute any contract that may be awarded by the awarding entity.
- 6.3.3 Particulars of the current Prevailing Wage Scale that are applicable to the Work contemplated under the CONTRACT Documents are filed with the LEH-MUA and must be posted by the GENERAL CONTRACTOR at the Project Site.

6.4 Not Used

6.5 NON-DISCRIMINATION AND EQUAL OPPORTUNITY (See State of New Jersey Laws and Regulations.)

6.5.1 The following provisions pertaining to equal employment opportunity are incorporated into this CONTRACT. All references herein to "Contractor" shall be deemed to refer to the "GENERAL CONTRACTOR".

6.5.2 During the performance of the CONTRACT, the GENERAL CONTRACTOR agrees as follows:

6.5.2.A The GENERAL CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The GENERAL CONTRACTOR certifies and agrees that all persons employed by such firm, GENERAL CONTRACTOR's affiliates, subsidiaries, or holding companies are, and will be, treated equally by the firm without regard to or because of race, color, religion, sex, or national origin and in compliance with all anti-discrimination laws of the United States of America and the State of New Jersey.

6.5.2.B In all advertisements for labor or other personnel, or requests for employment of any nature, the GENERAL CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

6.5.2.C The GENERAL CONTRACTOR shall deal with GENERAL CONTRACTOR's Subcontractors without regard to or because of race, color, religion, sex, or national origin.

6.5.2.D The GENERAL CONTRACTOR shall comply with current Federal employment and reporting requirements for LEH-MUA-funded construction contracts. Specifically, the GENERAL CONTRACTOR shall make a good faith effort to comply with federal employment goals for minority and female employment and shall report minority and female employment data in a timely manner on the federal form provided by the awarding authority.

6.5.2.E The GENERAL CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the GENERAL CONTRACTOR's commitments under this section.

6.5.2.F The GENERAL CONTRACTOR shall allow the LEH-MUA access to GENERAL CONTRACTOR's employment records during regular business hours to verify compliance with these provisions when so requested by the LEH-MUA.

6.5.2.G The GENERAL CONTRACTOR agrees that if the LEH-MUA finds that any of

the above anti-discrimination provisions have been violated, the same shall constitute a material breach of the CONTRACT upon which the LEH-MUA may determine to cancel, terminate, or suspend the CONTRACT. While the LEH-MUA reserves the right to determine independently that the anti-discrimination provisions of the CONTRACT have been violated, a determination by the Federal Equal Employment Opportunity Commission or the New Jersey Fair Employment and Housing Commission that the GENERAL CONTRACTOR has violated Federal or State anti-discrimination laws may constitute a finding by the LEH-MUA that the GENERAL CONTRACTOR has violated the anti-discrimination provisions of the CONTRACT.

6.5.2.H At LEH-MUA's option, and in lieu of canceling, terminating, or suspending the CONTRACT, the LEH-MUA may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of two hundred dollars (\$200) for each violation found and determined. If such stipulated amount of damages is imposed by the LEH-MUA, the LEH-MUA and GENERAL CONTRACTOR specifically agree that the aforementioned amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforementioned amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

6.5.2.I GENERAL CONTRACTOR shall comply and shall ensure that all Subcontractors comply with the New Jersey Government Code.

6.5.2.J The GENERAL CONTRACTOR shall include the provisions of the foregoing Paragraphs 6.5.2.A through 6.5.2.I in every Subcontract, so that such provisions will be binding upon each Subcontractor performing Work required by this CONTRACT.

6.6 CERTIFIED PAYROLL RECORDS See State of New Jersey Laws and Regulations.

6.7 LABOR COMPLIANCE PROGRAM See State of New Jersey Laws and Regulations.

6.8 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS See State of New Jersey Laws and Regulations.

ARTICLE 7 SUBCONTRACTORS

7.1 ADVERTISING, SOLICITATION, AND AWARD OF CONSTRUCTION SUBCONTRACTS

7.1.1 See Instructions to Bidders.

7.2 SUBCONTRACTOR OBLIGATIONS AND RESPONSIBILITIES

7.2.1 Any part of the Work performed for the GENERAL CONTRACTOR by a first-tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to GENERAL CONTRACTOR; to assume toward the GENERAL CONTRACTOR all the obligations and responsibilities which the GENERAL CONTRACTOR assumes towards the LEH-MUA by the CONTRACT; and to perform such portion of the Work in accordance with the same terms as contained in the CONTRACT. Each such subcontract shall preserve and protect the rights of the LEH-MUA under the CONTRACT, with respect to the Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. The GENERAL CONTRACTOR shall cause each such subcontract to expressly include the requirements of Article 7.3 and the following requirements:

7.2.1.A The Subcontractor waives all rights that the Subcontractor may have against the LEH-MUA for damages caused by fire or other perils covered by builder's risk property insurance carried by the GENERAL CONTRACTOR, except for such rights the Subcontractor may have to the proceeds of such insurance held by the GENERAL CONTRACTOR under Article 16.

7.2.1.B The LEH-MUA, and entities and agencies designated by the LEH-MUA, will have access to and the right to audit and the right to copy, at the LEH-MUA's cost, all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. The Subcontractor shall preserve all such records and other items for a period of at least five (5) years after Final Completion of the Work.

7.2.1.C The Subcontractor recognizes the rights of the LEH-MUA under Article 7.3, and agrees, subject to the LEH-MUA exercising the right, in its sole discretion, of giving notice that LEH-MUA has elected to Accept said assignment and to retain the Subcontractor pursuant to the terms of the subcontract, to complete the unperformed obligations under the subcontract and, if requested by the LEH-MUA, to execute a written agreement confirming that the Subcontractor is bound to the LEH-MUA under the terms of the subcontract.

7.2.2 The GENERAL CONTRACTOR is responsible for reviewing and coordinating the Work of, and among, all Subcontractors of any tier. This review and coordination include, but is not limited to, resolution of any inconsistencies or errors.

7.2.3 Upon the request of the LEH-MUA, the GENERAL CONTRACTOR shall promptly furnish to the LEH-MUA a true, complete, and executed copy of any subcontract.

7.2.4 Nothing contained in the CONTRACT shall create any contractual relationship between any Subcontractor of any tier and the LEH-MUA, except when, and only to the extent that, the LEH-MUA, in its sole discretion, elects to exercise the right to Accept the assignment of the subcontract with such Subcontractor pursuant to Article 7.3 below.

7.2.5 Employees of a Subcontractor of any tier are not, and shall not be deemed, for any purpose, employees of the LEH-MUA, and shall not be entitled to any rights, benefits, or privileges of LEH-MUA employees.

7.2.6 The GENERAL CONTRACTOR shall be at all times responsible for the Work performed by a Subcontractor of any tier to the same extent as if the GENERAL CONTRACTOR were performing or had done the Work.

7.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

In the event of a suspension or termination of the GENERAL CONTRACTOR's rights under the CONTRACT, at any time during the course of the Work and prior to Final Completion, the GENERAL CONTRACTOR shall assign to the LEH-MUA all its interest in subcontracts entered into by the GENERAL CONTRACTOR for performance of any part of the Work. The assignment is conditioned on, and will be effective only upon, Acceptance of the assignment by the LEH-MUA in writing and only as to those subcontracts which the LEH-MUA designates in writing. Such assignment is part of the consideration to the LEH-MUA for entering into the CONTRACT with the GENERAL CONTRACTOR and may not be withdrawn by GENERAL CONTRACTOR. Any such subcontracts assigned to the LEH-MUA shall have the same independent contractor relationship with the LEH-MUA as specified for the GENERAL CONTRACTOR as set forth in Article 11, Independent Contractor Status, of the Construction Agreement. The LEH-MUA shall have the right to further assign the subcontracts. The GENERAL CONTRACTOR shall include this provision in all of its subcontracts.

7.4 ASSIGNMENT OF ENTIRE CONTRACT

Assignment by the GENERAL CONTRACTOR of a part of or the entire CONTRACT is not permitted except as provided in Article 12, Assignment by GENERAL CONTRACTOR, of the Construction Agreement.

ARTICLE 8 CONSTRUCTION BY LEH-MUA OR BY OTHER CONTRACTORS

8.1 LEH-MUA'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD OTHER CONTRACTS

8.1.1 The LEH-MUA reserves the right to award other contracts for any work on any portion of the Site not included in this CONTRACT.

8.1.2 Where coordination with other contractors is directed in writing by the LEH-MUA, the GENERAL CONTRACTOR shall make the appropriate provisions in the Project Schedule, provide for the access to the Site by the Other contractors, and provide any coordination required between the other contractors and the GENERAL CONTRACTOR at no additional cost to the LEH-MUA.

8.1.3 The GENERAL CONTRACTOR shall perform the Work of the CONTRACT so that it

will properly coordinate and fit the work performed by other contractors. The GENERAL CONTRACTOR shall give the other contractors every reasonable opportunity to perform their work, store materials, place equipment, and fit its Work to the work of other contractors. The GENERAL CONTRACTOR shall furnish to the other contractors all information necessary in order that they may properly connect and fit their work to the GENERAL CONTRACTOR's in ample time, so that they may have reasonable opportunity to prepare their work therefor. The GENERAL CONTRACTOR shall make the Work of this CONTRACT ready to receive the work of the other contractors at the time fixed for it and shall fit this Work to that of the other contractors at the time fixed.

- 8.1.4 The GENERAL CONTRACTOR shall cooperate with Others in the prosecution of all work and shall not interfere with material, equipment, or workers of the LEH-MUA or Other contractors engaged by the LEH-MUA at the Work Site.
- 8.1.5 All contractors engaged in work at the Site shall have, insofar as practical, equal use of the premises and facilities. In case of disagreement regarding such use, the matter shall be referred to the LEH-MUA, whose decision relative to said use shall govern.
- 8.1.6 Should the GENERAL CONTRACTOR cause damage to the work or property of any other contractor on the Project Site, the GENERAL CONTRACTOR shall, upon due notice, settle with such other contractor at GENERAL CONTRACTOR's expense by agreement, arbitration, or other resolution process. If such Other contractor sues the LEH-MUA or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the LEH-MUA shall notify the GENERAL CONTRACTOR who shall defend such proceedings at the GENERAL CONTRACTOR's expense, and if any judgment or award against the LEH-MUA arises therefrom, the GENERAL CONTRACTOR shall pay or satisfy it and shall reimburse the LEH-MUA for all attorney's fees and court or arbitration costs which the LEH-MUA has incurred.

8.2 DAMAGE TO WORK BY OTHERS

Should any part of the Work of this CONTRACT be cut into, or otherwise damaged, by other contractors, the LEH-MUA will direct and pay the GENERAL CONTRACTOR to reconstruct or repair any such damage and go to the responsible parties to recover the costs.

8.3 MUTUAL RESPONSIBILITY

- 8.3.1 The GENERAL CONTRACTOR shall afford the LEH-MUA and other contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. The GENERAL CONTRACTOR shall connect, schedule, and coordinate its construction and operations with the construction and operations of the LEH-MUA and Other contractors as required by the CONTRACT Documents.
- 8.3.2 If a portion of the Work is dependent upon the proper execution or results of other construction or operations by the LEH-MUA or Other contractors, the GENERAL CONTRACTOR shall inspect such other design or construction or operations before proceeding with that portion of the Work. The GENERAL CONTRACTOR shall promptly report to the Architect apparent discrepancies or defects which render the other design, construction, or operations unsuitable to receive the Work. Unless otherwise directed by the Architect, the GENERAL CONTRACTOR shall not proceed with the portion of the

Work affected until apparent discrepancies or defects have been corrected. Failure of the GENERAL CONTRACTOR to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by the LEH-MUA or Other contractors are suitable to receive the Work, except as to defects not then reasonably discoverable.

8.4 LEH-MUA'S RIGHT TO CLEAN UP

If a dispute arises between the GENERAL CONTRACTOR and Other contractors as to the responsibility under their respective contracts for maintaining the Project Site and surrounding areas free from waste materials and rubbish, the LEH-MUA may clean up and allocate the cost between those firms it deems to be responsible. GENERAL CONTRACTOR shall at all times during the performance of the Work comply with the Site cleaning requirements in Section 017100, Cleaning, of the Project Manual.

ARTICLE 9 PROJECT PAYMENTS

9.1 SCHEDULE OF VALUES

Unless specified elsewhere, within 10 Days after receipt of the Notice-to-Proceed, GENERAL CONTRACTOR shall submit to LEH-MUA's Project Manager a Schedule of Values encompassing the full amount of the CONTRACT Sum, as further detailed in Section 013700, Schedule of Values, in the Project Manual. The Schedule of Values, and revisions thereto, when Accepted by the Architect, shall become the basis for evaluating applications for payment.

PROGRESS PAYMENTS

9.1.1 Progress payments on account of the Work comprising the CONTRACT shall be made upon request of the GENERAL CONTRACTOR as follows:

9.1.1.A A working day of the month shall be selected by the LEH-MUA and the GENERAL CONTRACTOR, which day shall remain constant throughout the life of the Project, and vary only as needed so as to fall on a working day. A progress payment request for the labor performed and material actually installed in the Work during the previous thirty (30) Days or since the last progress payment request, less 5 percent withheld for retention, shall be submitted by the GENERAL CONTRACTOR and presented to the LEH-MUA for payment.

9.1.1.B Not Used.

9.1.1.C In the event of progress payment on account of additional Work for a CONTRACT Amendment, the retention shall be as stipulated by the CONTRACT.

9.1.1.D When progress payments are to be made, no payment on account of the Work and at any time while there is Work in progress, will be considered an acknowledgment that any or certain portions of the Work have been done in accordance with the CONTRACT Documents. Should there be any balance due the GENERAL CONTRACTOR at the time of the Acceptance of the Work, such balance shall be paid in accordance with the CONTRACT Documents and

applicable law, subject to any appropriate deduction, offset, or withholding.

9.1.1.E LEH-MUA's payment under this CONTRACT, including final payment, shall not be deemed or construed as Acceptance by the LEH-MUA of any defective Work or of any errors or omissions by the GENERAL CONTRACTOR.

9.1.1.F The GENERAL CONTRACTOR shall submit and certify one itemized original application for progress payment and six copies for review, approval, and certification by the LEH-MUA.

9.1.1.G Cost of bonds or liability insurance shall not be included as an item in the requests for monthly progress payments. In the compilation of requests for progress payments, neither stipulated nor bid unit prices for deductions shall be used as the basis for computing prices for the Work completed.

9.1.1.H When the GENERAL CONTRACTOR has requested progress payments that would bring its total payment to fifty percent (50%) of the CONTRACT Sum, GENERAL CONTRACTOR shall notify by U.S. Mail all Subcontractors and material suppliers regarding the status of such payment, and shall provide documentation of such notification to the LEH-MUA.

9.1.2 The LEH-MUA and the GENERAL CONTRACTOR understand and agree that payment of undisputed CONTRACT amounts is contingent upon the GENERAL CONTRACTOR furnishing the LEH-MUA with a release of all claims against the LEH-MUA arising by virtue of the CONTRACT related to those amounts; and further that disputed CONTRACT claims, if any, in stated amounts may be specifically excluded by the GENERAL CONTRACTOR from the operation of such release. In furtherance of the foregoing, it is further understood and agreed that by submitting a payment application to the LEH-MUA, the GENERAL CONTRACTOR acknowledges and agrees that such payment application involves only undisputed CONTRACT amounts and that the GENERAL CONTRACTOR thereby releases the LEH-MUA from all claims arising by virtue of the CONTRACT related to such undisputed amounts, except as provided immediately hereinafter. As an exception to the foregoing, if the GENERAL CONTRACTOR wishes to exclude any disputed CONTRACT claims from the operation of the foregoing release, it is understood and agreed that the GENERAL CONTRACTOR must specifically identify the disputed claims, in stated amounts, as part of the payment application; otherwise, such release shall apply without exception to the totality of the submitted payment application.

9.2 SUBSTITUTION OF SECURITIES FOR RETENTION

9.2.1 See Instructions to Bidders.

9.3 PAYMENT FOR STORED MATERIAL

9.3.1 The LEH-MUA, at its discretion, may authorize "Progress Payments" at the invoiced price, minus retention specified under Article 9.2, for:

9.3.1.A Material and equipment delivered to and stored at the Site but not yet incorporated in the Work.

- 9.3.1.B Material and equipment delivered and stored off the Site in a bonded warehouse or other location within LEH-MUA or local County, which warehouse or other location is satisfactory to and has been approved by the LEH-MUA.
- 9.3.1.C These provisions allowing payment for stored materials may be applied to large items of equipment and construction materials of special manufacture or order for the job as determined by the CONTRACT Documents.
- 9.3.2 GENERAL CONTRACTOR must furnish with its payment application acceptable evidence showing such material and/or equipment has been paid for in full, together with a verified statement that same is/are free from all liens and encumbrances and will be utilized in the Work covered by this CONTRACT and a material list sufficient for physical inventory at the storage location. All shop drawings and material submittals must be approved prior to authorizing payments.
- 9.3.3 All storage, handling, and re-handling costs, insurance and responsibility for protection and proper installation of such material and equipment, are the obligation of the GENERAL CONTRACTOR. No payment, pursuant to this provision for material or equipment, shall in any way relieve the GENERAL CONTRACTOR of its responsibility to obtain or provide, at its expense, any such material or equipment, or release the GENERAL CONTRACTOR from any of its obligations under this CONTRACT.
- 9.3.4 The LEH-MUA may enter upon the premises where the material and/or equipment are stored for inspection, checking, or any other purpose it deems necessary. The GENERAL CONTRACTOR will be reimbursed for any LEH-MUA taxes levied against such material or equipment while so stored, upon presentation of a receipted tax bill for same.

9.4 FINAL PAYMENT

- 9.4.1 No payment, whether final or otherwise, shall operate to release the GENERAL CONTRACTOR or its sureties from any obligation under this CONTRACT or the Performance and Payment Bonds.
- 9.4.2 A payment request for the retention withheld from the monthly progress payments shall be submitted by the GENERAL CONTRACTOR to the LEH-MUA upon completion of the Work and Acceptance of the CONTRACT by the LEH-MUA.
- 9.4.3 GENERAL CONTRACTOR shall not be entitled to either final payment or payment of retention until the GENERAL CONTRACTOR submits to the LEH-MUA's Project Manager the final payment application and all submittals required in accordance with the CONTRACT.
- 9.4.4 As stated in Article 9.2.2, the LEH-MUA and the GENERAL CONTRACTOR understand and agree that payment of undisputed CONTRACT amounts is contingent upon the GENERAL CONTRACTOR furnishing the LEH-MUA with a release of all claims against the LEH-MUA arising by virtue of the CONTRACT related to those amounts; and further that disputed CONTRACT claims, if any, in stated amounts may be specifically excluded by the GENERAL CONTRACTOR from the operation of such release. In furtherance of the foregoing, it is further understood and agreed that by submitting a final payment

application to the LEH-MUA, the GENERAL CONTRACTOR acknowledges and agrees that such final payment application involves only undisputed CONTRACT amounts and that the GENERAL CONTRACTOR thereby releases the LEH-MUA from all claims arising by virtue of the CONTRACT related to such undisputed amounts, except as provided immediately hereinafter. As an exception to the foregoing, if the GENERAL CONTRACTOR wishes to exclude any disputed CONTRACT claims from the operation of the foregoing release, it is understood and agreed that the GENERAL CONTRACTOR must specifically identify the disputed claims, in stated amounts, as part of the final payment application; otherwise, such release shall apply without exception to the totality of the submitted final payment application.

ARTICLE 10 CONTRACT TIME

10.1 COMMENCEMENT OF THE CONTRACT TIME

The date of commencement of the CONTRACT Time shall be set forth in the Notice to Proceed.

10.2 PROGRESS AND COMPLETION

10.2.1 By signing the Construction Agreement, the GENERAL CONTRACTOR represents to the LEH-MUA that the CONTRACT Time is reasonable for performing the Work and that the GENERAL CONTRACTOR is able to perform the Work within the CONTRACT Time.

10.2.2 The GENERAL CONTRACTOR shall not, except by agreement or instruction of the LEH-MUA in writing, commence Work prior to the effective date of insurance required by Article 16 to be furnished by the GENERAL CONTRACTOR. Neither the date of commencement of the Work specified in the Notice-to-Proceed nor the CONTRACT Time shall be changed as a result of the effective date of such insurance.

10.2.3 Progress of the Work will be determined by the Architect on the basis of the GENERAL CONTRACTOR's monthly updated schedule, as required in Article 2.10.3, and all on-Site observations by LEH-MUA personnel or Architect.

10.2.4 The GENERAL CONTRACTOR shall proceed expeditiously with adequate forces to maintain progress of the Work in accordance with the Project Schedule and shall achieve Substantial Completion of the Work within the CONTRACT Time. If the GENERAL CONTRACTOR's progress fails to comply with the Project Schedule and it becomes apparent that the GENERAL CONTRACTOR will not achieve Substantial Completion of the Work within the CONTRACT Time, including if the Architect makes such determination and provides notice of same to the GENERAL CONTRACTOR, the GENERAL CONTRACTOR shall immediately, and at no additional cost to the LEH-MUA, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that the GENERAL CONTRACTOR will achieve Substantial Completion of the Work within the CONTRACT Time. In the event the Architect provides such notice to the GENERAL CONTRACTOR, the GENERAL CONTRACTOR shall immediately notify the Architect of all measures to be taken to ensure Substantial Completion of the Work within the CONTRACT Time. The GENERAL CONTRACTOR shall reimburse the LEH-MUA for any extra costs or expenses (including the reasonable value of any services provided by LEH-MUA's employees) incurred by the LEH-MUA as the result of such measures. The LEH-MUA may, but is not required to, provide notice to the GENERAL CONTRACTOR of any determination concerning GENERAL CONTRACTOR's failure to comply with the Project Schedule, and the GENERAL CONTRACTOR is obligated to comply with the Project Schedule and all other requirements of this CONTRACT regardless of whether such notice is provided, and the LEH-MUA is entitled to all applicable remedies in the event GENERAL CONTRACTOR fails to comply with such requirements.

10.3 RISK OF DELAY

10.3.1 By signing the Construction Agreement, the GENERAL CONTRACTOR agrees to bear all risk and liability associated with delays to the Work, including, but not limited to, time

and cost impacts, except with respect to the specific exclusions referenced in Articles 10.3.1.A through 10.3.1.F, inclusive, as follows:

- 10.3.1.A Compensable delays as described in Article 10.4.1.A;
- 10.3.1.B Excusable delays as described in Article 10.4.1.B;
- 10.3.1.C Concurrent delays as described in Article 10.4.1.D;
- 10.3.1.D Delays due to differing site conditions; concealed, unforeseen, or unknown conditions or events; unknown existing utilities; or unidentified hazardous materials as described in Article 11;
- 10.3.1.E Delays due to changes in the Work as described in Article 12; and/or
- 10.3.1.F Delays due to jurisdictional agency reviews and approvals as described in Article 13.

10.3.2 In agreeing to bear the risk of delays to the Work, the GENERAL CONTRACTOR understands that, except as set forth in Article 10.3.1, the occurrence of events that delay the Work shall not excuse the GENERAL CONTRACTOR from its obligation to achieve Substantial Completion of the Work within the CONTRACT Time, nor entitle the GENERAL CONTRACTOR to an adjustment of either the CONTRACT Time or the CONTRACT Sum.

10.4 TYPES OF DELAY

10.4.1 For purposes of the CONTRACT, a delay must be established in accordance with the requirements in Section 01310, Project Schedule, of the Project Manual, and will be categorized as one of the following four types:

- 10.4.1.A Compensable Delay: Actions or inactions of the LEH-MUA, or events for which the LEH-MUA has assumed contractual responsibility, occurring on a calendar date, that would independently cause a delay to the date of Substantial Completion shall be designated as a “Compensable Delay”.
- 10.4.1.B Excusable Delay: Events which are outside the control of, and without the fault or negligence of either the LEH-MUA or the GENERAL CONTRACTOR, occurring on a calendar date, that would independently cause a delay to the date of Substantial Completion shall be designated as an “Excusable Delay”.
- 10.4.1.C Non-Excusable Delay: Actions or inactions of the GENERAL CONTRACTOR, or events for which the GENERAL CONTRACTOR has assumed contractual responsibility, occurring on a calendar date, that would independently cause a delay to the date of Substantial Completion shall be designated as a “Non-Excusable Delay”.
- 10.4.1.D Concurrent Delay: Any combination of at least two of the above three types of delay occurring on the same calendar date shall be designated as a

“Concurrent Delay”. Once a delay is designated as a Concurrent Delay, such designation as a Concurrent Delay shall be the official designation for the delay type for purposes of determining the GENERAL CONTRACTOR's entitlement to an adjustment in the CONTRACT as provided for in Article 10.5, and more specifically 10.5.2.A.

10.5 CONTRACT ADJUSTMENT FOR DELAY

10.5.1 GENERAL CONTRACTOR's entitlement to adjustment in the CONTRACT Time and adjustment in the CONTRACT Sum associated with delay shall be governed by this Article and made in accordance with Article 12, Changes in the Work.

10.5.2 Dependent on the type of delay, GENERAL CONTRACTOR may be entitled to an adjustment to the CONTRACT Time only, or an adjustment to the CONTRACT Time and the CONTRACT Sum, or to neither an adjustment in the CONTRACT Time nor an adjustment in the CONTRACT Sum, as follows:

10.5.2.A In the event of an Excusable Delay or a Concurrent Delay, GENERAL CONTRACTOR will be entitled to an adjustment to the CONTRACT Time, but will not be entitled to an adjustment to the CONTRACT Sum.

10.5.2.B In the event of a Compensable Delay, GENERAL CONTRACTOR will be entitled to an adjustment to the CONTRACT Time and an adjustment to the CONTRACT Sum.

10.5.2.C In the event of a Non-Excusable Delay, GENERAL CONTRACTOR will not be entitled to an adjustment in either the CONTRACT Time or an adjustment to the CONTRACT Sum.

ARTICLE 11 SITE CONDITIONS

11.1 DIFFERING SITE CONDITIONS

11.1.1 Differing Site Conditions are any concealed or latent physical conditions or subsurface conditions at the Site that:

11.1.1.A Materially differ from the conditions indicated in the Construction Documents or

11.1.1.B. Are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

11.1.2 If GENERAL CONTRACTOR encounters a Differing Site Condition, GENERAL CONTRACTOR may be entitled to an adjustment in the CONTRACT Sum and/or CONTRACT Time to the extent GENERAL CONTRACTOR's cost and/or time of performance are adversely impacted by the Differing Site Condition. Any such adjustment will only be made by a CONTRACT Amendment after GENERAL CONTRACTOR has submitted a CONTRACT Amendment request in accordance with Article 4.2.

11.2 CONCEALED, UNFORESEEN, OR UNKNOWN CONDITIONS OR EVENTS

- 11.2.1 The GENERAL CONTRACTOR represents that it has taken the necessary steps to ascertain the nature, location and extent of the Work, and that it has investigated and satisfied itself as to the general and local conditions which are applicable to the Work, such as: (a) conditions bearing on transportation, disposal, handling, and storage of materials; (b) the availability of labor, water, power, and roads; (c) physical conditions at the Site; (d) the conditions of the ground; and (e) the character of equipment and facilities needed prior to and during the performance of the Work.
- 11.2.2 The GENERAL CONTRACTOR is responsible for Site conditions and toxic materials described in the Construction Documents and/or to the extent they could be reasonably inferred by the GENERAL CONTRACTOR team based on their experience and expertise on similar projects in urban areas.
- 11.2.3 To the extent the GENERAL CONTRACTOR encounters subsurface conditions or hazardous materials that differ materially from that actually known by the GENERAL CONTRACTOR, or from those ordinarily known to exist or that could have been reasonably discovered within the time permitted during the Request for Proposals, or generally recognized as inherent in the area, then notice by the GENERAL CONTRACTOR shall be immediately given to the LEH-MUA, before conditions are disturbed, and in no event later than two (2) business days after the first observance of the conditions. If such conditions could not have been reasonably identified by GENERAL CONTRACTOR's Site investigations and available existing data, and the GENERAL CONTRACTOR incurs additional costs or delays as a result of such concealed conditions, such conditions may be the subject of a CONTRACT Amendment request in accordance with Article 4.2.
- 11.2.4 Should any existing utilities or services be disturbed, disconnected or damaged during construction, which the GENERAL CONTRACTOR knew of or should have reasonably known or foreseen, the GENERAL CONTRACTOR shall be responsible, at no additional cost or time to the LEH-MUA, for all expenses and damages of whatever nature arising from such disturbances or the replacement or repair thereof and shall repair such items as required to maintain continuing service, including emergency repairs. If the disturbance was not known of and could not have reasonably been known or foreseen, then the GENERAL CONTRACTOR should make every effort to minimize the impact, repair the damage, and maintain continuing service, including emergency repairs, and, in such event, the GENERAL CONTRACTOR may be reasonably compensated after having submitted a CONTRACT Amendment request in accordance with Article 4.2.

11.3 UNKNOWN EXISTING UTILITIES

CONTRACT Documents may indicate above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, "Underground Service Alert" ("USA"). GENERAL CONTRACTOR shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase to the CONTRACT Sum. If unknown utilities are encountered by GENERAL CONTRACTOR, GENERAL CONTRACTOR shall immediately report their existence to the LEH-MUA. In addition to such reporting, if any utility is damaged, GENERAL CONTRACTOR shall take appropriate action as provided in Article 15.3, Emergencies. In the event that GENERAL

CONTRACTOR must take reasonable action to protect or repair unknown utilities encountered during performance of the Work, GENERAL CONTRACTOR may be reasonably compensated therefor after having submitted a CONTRACT Amendment request in accordance with Article 4.2.

11.4 HAZARDOUS MATERIAL

Hazardous Material is any product, substance, chemical, crude oil (or any products, by-products, or fractions thereof), whose nature, quantity, intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other material or materials in, on or about the Project Site: (a) is or becomes potentially injurious to the public health safety or welfare, environment, or the Project Site; (b) is, or becomes, regulated or monitored by any governmental authority; or (c) may, according to statutory or common law theory, such as nuisance (public or private), waste, trespass, negligence, strict liability, or tort, be a basis for liability in tort, or be a basis for liability to third parties.

11.4.1 GENERAL CONTRACTOR shall notify the LEH-MUA when the GENERAL CONTRACTOR has reason to suspect the presence of any Hazardous Material on the Project Site that was not identified in the Construction Documents.

11.4.2 In the event the presence of Hazardous Material is suspected or discovered on the Project Site that was not identified in the Construction Documents, the LEH-MUA shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required.

11.4.3 Except as may be otherwise provided herein, the GENERAL CONTRACTOR shall not be obligated to commence or continue Work in the affected area until any known or suspected hazardous material discovered on the Project Site, that was not identified in the Construction Documents, has been removed, or rendered or determined to be harmless by the LEH-MUA, as certified by an independent testing laboratory and approved by the appropriate government agency.

11.4.4 In the event the presence of Hazardous Material on the Project Site is not identified in the Construction Documents and is not caused, created, or contributed to by the GENERAL CONTRACTOR, the LEH-MUA shall pay for all costs of testing and remediation, if any. In such event, GENERAL CONTRACTOR may be entitled to an adjustment in the CONTRACT Sum and/or CONTRACT Time to the extent GENERAL CONTRACTOR's cost and/or time of performance are adversely impacted by the Hazardous Material. Any such adjustment will only be made by a CONTRACT Amendment after GENERAL CONTRACTOR has submitted a CONTRACT Amendment request in accordance with Article 4.2. In addition, the LEH-MUA shall defend, indemnify, and hold harmless the GENERAL CONTRACTOR and its agents, officers, directors, and employees from and against any and all claims, liability, and causes of action arising out of or relating to the performance of the Work in the area affected by the Hazardous Material whose presence was not caused, created, or contributed to by the GENERAL CONTRACTOR as long as GENERAL CONTRACTOR complies with its notice and other obligations provided for in this Article 11.4 .

11.4.5 In the event the presence of Hazardous Material on the Project Site is caused, created, or contributed to by the GENERAL CONTRACTOR, the GENERAL CONTRACTOR shall pay for all costs of testing and remediation, if any, and shall compensate the LEH-MUA for any additional costs incurred by the LEH-MUA as a result of GENERAL

CONTRACTOR's use, generation, delivery, or release of Hazardous Material on or to the Project Site. In addition, the GENERAL CONTRACTOR shall defend, indemnify, and hold harmless the LEH-MUA and its Special Districts and agents, officers, and employees from and against any and all claims, liability, and causes of action incurred in connection with, or arising out of, or relating to, Hazardous Material on the Project Site whose presence was caused, created, or contributed to by the GENERAL CONTRACTOR.

11.4.6 The terms of this Hazardous Material provision shall survive the Acceptance of the CONTRACT or any earlier termination of the CONTRACT.

11.5 USE OF SITE AND CLEAN UP

11.5.1 GENERAL CONTRACTOR shall confine operations at the Project Site to areas permitted by law, ordinances, permits, and the CONTRACT Documents. GENERAL CONTRACTOR shall not unreasonably encumber the Project Site with materials or equipment.

11.5.2 GENERAL CONTRACTOR shall, during performance of the Work, keep the Project Site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by GENERAL CONTRACTOR, as further provided in Section 017100, Cleaning, of the Project Manual.

11.5.3 At the completion of the Work, GENERAL CONTRACTOR shall remove all excess dirt, waste material, rubbish, tools, equipment, machinery, and surplus materials from the Project Site and surrounding area, as further provided in Section 017100, Cleaning, of the Project Manual.

11.5.4 Personnel of GENERAL CONTRACTOR and Subcontractors shall not occupy or otherwise make use of the Project Site during any time that Work is not being performed at the Project Site, except as otherwise provided in the CONTRACT Documents.

ARTICLE 12 CHANGES IN THE WORK

12.1 WRITTEN CHANGES

12.1.1 The LEH-MUA may, at any time, by written CONTRACT Amendment, without notice to the Surety, make changes in the Work within the general scope of the CONTRACT, including, but not limited to, changes:

12.1.1.A In the CONTRACT Documents, including but not limited to, changes to any terms and conditions included therein, the Scope of Work, the CONTRACT Sum, the Maximum CONTRACT Sum, and the CONTRACT Time;

12.1.1.B Due to unforeseen conditions;

12.1.1.C In the facilities, equipment, materials, or services or work area to be furnished by the LEH-MUA;

12.1.1.D Directing the GENERAL CONTRACTOR to accelerate the performance of the Work; or

- 12.1.1.E Directing the GENERAL CONTRACTOR to suspend, delay, or interrupt all or any part of the Work for such period of time as the LEH-MUA may determine to be appropriate for the convenience of the LEH-MUA.

For purposes of this CONTRACT, a CONTRACT Amendment (Change Order-type), as follows:

- 12.1.1.F CONTRACT Amendment (Change Order-type) – A CONTRACT Amendment (Change Order-type) is any CONTRACT Amendment other than a CONTRACT Amendment of the Allowance Reallocation- type. A CONTRACT Amendment (Change-Order Type) is subject to the limitations of the New Jersey Code, or other applicable statutes.
- 12.1.2 If any change or proposed change under this Article justifies an increase or decrease in the CONTRACT Sum and/or CONTRACT Time, for the performance of the Work, the GENERAL CONTRACTOR or the LEH-MUA may request an equitable adjustment to the CONTRACT Sum and/or CONTRACT Time under the terms of Article 4.2 and Section 01310, Project Schedule. At LEH-MUA's option, the LEH-MUA may negotiate an equitable adjustment to the CONTRACT Sum and/or CONTRACT Time for the proposed changed Work either prior to, or after, directing the GENERAL CONTRACTOR to proceed.
- 12.1.3 In connection with any change or proposed change under this Article, the LEH-MUA may issue a notice describing the change or proposed change to the Work in the form of a Request for Quotation (RFQ). If the GENERAL CONTRACTOR does not respond within fourteen (14) Days after receipt of the notice, or such other time as agreed upon, with an equitable adjustment request in accordance with Article 12.2.4 under Equitable Adjustments, the LEH-MUA may issue a CONTRACT Amendment with no change in the CONTRACT Sum or CONTRACT Time. The GENERAL CONTRACTOR shall not proceed with any aspect of the proposed changed Work until the LEH-MUA issues a CONTRACT Amendment or Proceed Order, nor shall the GENERAL CONTRACTOR delay, suspend, or interrupt any unchanged Work.
- 12.1.4 Proceed Order

If, in the opinion of the LEH-MUA, it is in the LEH-MUA's best interest and it is deemed necessary to proceed with a required change in the CONTRACT Documents, and time precludes thorough analysis of the GENERAL CONTRACTOR's Proposal, or the parties fail to reach an agreement, the LEH-MUA may order the GENERAL CONTRACTOR to proceed by issuance of a Proceed Order that defines the scope of work to be performed and specifies a not-to-exceed compensation amount for the GENERAL CONTRACTOR. The GENERAL CONTRACTOR shall not exceed the compensation amount specified in the Proceed Order without prior written authorization from the LEH-MUA, and if the GENERAL CONTRACTOR does exceed such amount, GENERAL CONTRACTOR shall be responsible for all such excess costs. If a Proceed Order is issued, the GENERAL CONTRACTOR shall submit its proposal for the changes in the Work within thirty (30) Days after the issuance of the Proceed Order, or such other period of time specified in the Proceed Order, or upon completion of the changed Work, whichever is earlier. All charges arising out of a Proceed Order are to be documented and verified in a manner acceptable to the Director.

12.1.5 Unilateral CONTRACT Amendment

The LEH-MUA may issue a Unilateral CONTRACT Amendment, which is a CONTRACT Amendment signed and issued by the LEH-MUA, but is not signed by the GENERAL CONTRACTOR. A Unilateral CONTRACT Amendment may be issued by the LEH-MUA under any of the following conditions:

12.1.5.A The GENERAL CONTRACTOR fails to submit a price and/or time extension proposal for the changed Work within thirty (30) Days of receipt of the Request for Quotation or such other period of time specified in the Request for Quotation; or

12.1.5.B The GENERAL CONTRACTOR fails or refuses to sign a CONTRACT Amendment within thirty (30) Days of receipt or such other period of time specified in writing by the LEH-MUA; or

12.1.5.C The LEH-MUA notifies the GENERAL CONTRACTOR in writing that the CONTRACT Amendment is considered to be unilateral and is to be an effective change to the CONTRACT. A notation will be made on the face of the CONTRACT Amendment indicating that it is unilateral and the effective date thereof.

12.1.6 Any other written order including direction, instruction, interpretation, or determination from the LEH-MUA that causes a change in the GENERAL CONTRACTOR's obligations may be treated as a proposed CONTRACT Amendment as provided in Article 12.2, Constructive Changes.

12.1.7 Except as provided in this Article, no order, statement, or conduct of the LEH-MUA shall be treated as a CONTRACT Amendment under this Article or entitle the GENERAL CONTRACTOR to an equitable adjustment.

12.2 CONSTRUCTIVE CHANGES

12.2.1 Notice: The primary purpose of this paragraph is to obtain prompt reporting of changed conditions that the GENERAL CONTRACTOR considers to constitute a change to the CONTRACT, including, without limitation, changed conditions caused by LEH-MUA conduct, an act of God, or digging trenches or other excavations that extend deeper than four feet below the surface. The GENERAL CONTRACTOR shall notify the LEH-MUA in writing within fourteen (14) Days from the date of LEH-MUA conduct (including actions, inactions, and written communications) or GENERAL CONTRACTOR's discovery of the changed conditions that the GENERAL CONTRACTOR regards as a change to the CONTRACT. On the basis of the most accurate information available to the GENERAL CONTRACTOR, the notice shall state:

12.2.1.A The date, nature, and circumstance of the conduct or changed conditions regarded as a change;

12.2.1.B The name, function, and activity of each GENERAL CONTRACTOR official, agent, or employee involved in or knowledgeable about such conduct or

changed conditions;

12.2.1.C The identification of any documents and the substance of any communication involved in such conduct or changed conditions;

12.2.1.D In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

12.2.1.E The particular elements of CONTRACT performance for which the GENERAL CONTRACTOR may seek an equitable adjustment under this Article, including:

12.2.1.E.i What specific portions of the CONTRACT Documents have been, or may be, affected by the alleged change;

12.2.1.E.ii What labor or materials or both have been, or may be, added, deleted, or wasted by the alleged change;

12.2.1.E.iii To the extent practical, what delay and disruption in the manner and sequence of performance and effect on continued performance have been, or may be, caused by the alleged change in accordance with Section 013100, Project Schedule, of the Project Manual; and

12.2.1.E.iv What estimated cost and time impacts, if any, are associated with the alleged change.

12.2.1.F The GENERAL CONTRACTOR's estimate of the time by which the LEH-MUA must respond to the GENERAL CONTRACTOR's notice to minimize cost, delay, or disruption of performance, in accordance with Section 013100, Project Schedule, of the Project Manual.

12.2.2 Continued Performance: Following submission of the notice required by Article 12.2.1 above, the GENERAL CONTRACTOR shall diligently continue performance of this CONTRACT as though not changed by the conduct reported under Article 12.2.1 until notified of the LEH-MUA's response under Article 12.2.3, below.

12.2.3 Response: The LEH-MUA will endeavor, within fourteen (14) Days after receipt of notice, to respond to the notice in writing. In responding, the LEH-MUA will endeavor to either:

12.2.3.A Confirm that the conduct or changed conditions of which the GENERAL CONTRACTOR gave notice constitutes a change and, when necessary, direct the mode of further performance in accordance with Article 12.1; or

12.2.3.B Countermand any communication regarded as a change; or

12.2.3.C Deny that the conduct or changed conditions of which the GENERAL CONTRACTOR gave notice constitutes a change, and when necessary, direct the mode of further performance; or

12.2.3.D In the event the GENERAL CONTRACTOR's notice information is

inadequate to make a decision under Articles 12.2.3.A, B, or C above, advise the GENERAL CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the LEH-MUA will respond.

12.2.4 Equitable Adjustment:

If the LEH-MUA determines that LEH-MUA conduct or changed conditions effected a change, the CONTRACT will be modified in writing in conformance with Article 12.1. Except for an approved change to the Construction Documents, no request for equitable adjustment under this paragraph shall be allowed for any costs incurred more than fourteen (14) Days before the GENERAL CONTRACTOR gives written notice under Article 12.2.

12.2.5 Appeals:

In the event the GENERAL CONTRACTOR does not agree with the LEH-MUA's response under Article 12.2.3 above, the GENERAL CONTRACTOR may submit an appeal in accordance with Article 4.3.

12.3 COMPENSATION FOR CHANGES IN THE WORK

A CONTRACT Amendment constitutes full and final accord and satisfaction, and settlement, of all of GENERAL CONTRACTOR's claims for compensation of all kinds associated with the changed Work or event, including, but not limited to, extra costs and time. (hereinafter referred to as compensation) associated with the changed Work (or event) described therein. Compensation is defined to include all direct and indirect labor costs, all material and equipment expenses, and all impact costs related to and/or occasioned by the Work described therein, including, but not limited to, delay, disruption, acceleration, general conditions, and home and field office overhead costs, as well as all taxes, insurance, and profit. As applicable, such compensation will generally encompass: (1) compensation arising from design-related services, and/or (2) compensation arising from non-design-related services (including, but not limited to, all construction-related costs, such as labor, material, and equipment). The compensation for design-related services for Work either added or deleted by a CONTRACT Amendment shall be determined in accordance with Article 12.3.9 below. The compensation for non-design-related services for Work either added or deleted by a CONTRACT Amendment shall be determined by one or more of Method A, Method B, Method C, or by Unilateral CONTRACT Amendment as described below. The amounts for overhead, profit, insurance, and all other direct and indirect costs associated with such non-design-related services (except for bonds which are provided for in Article 12.3.2 and Article 12.3.8.C) shall be computed in accordance with percentages set forth in Articles 12.3.1.C and 12.3.8.B.

Method A, Method B, Method C, or by Unilateral CONTRACT Amendment are described below.

12.3.1.A Method A (for Compensation for non-design-related services).

By unit prices for items of Work scheduled to be done under the unit price provisions of the CONTRACT. The cost or credit for such added or omitted Work shall be determined by multiplying the number of units added to or omitted from the Work by the applicable unit price.

12.3.1.B Method B (for Compensation for non-design related services)

By agreed lump sum. All lump sum quotations prepared by the GENERAL CONTRACTOR shall be supported by legible and itemized cost by trade. The itemized breakdown accompanying the quotation shall quantify all added and deleted labor, material, and equipment directly involved. The GENERAL CONTRACTOR must also obtain and furnish with quotation, itemized breakdown(s) as described above, signed by each Subcontractor or vendor participating in the change regardless of tier. All labor cost, including associated fringe benefits and insurance costs, shall be verified by certified payrolls and/or standard rates in accordance with the prevailing wage scale.

12.3.1.C Method C (for Compensation for non-design-related services).

By time and material based on actual cost. The actual cost, documented to the satisfaction of the LEH-MUA, of labor, materials, and equipment furnished by the GENERAL CONTRACTOR and/or the actual cost of Subcontractor Work incurred by the GENERAL CONTRACTOR as provided in Article 12.3.8, plus the following percentages which are considered fair and reasonable compensation for overhead, profit, insurance, and all other direct and indirect costs of the changed Work (except for bonds which are provided for in Article 12.3.2):

12.3.1.C.i 18% of the cost of labor as provided in Article 12.3.3, where furnished by the GENERAL CONTRACTOR;

12.3.1.C.ii 15% of the cost of materials as provided in Article 12.3.4, where furnished by the GENERAL CONTRACTOR;

12.3.1.C.iii 10% of the actual cost of equipment as provided in Article 12.3.5; and

12.3.1.C.iv 5% of the actual cost of the first tier subcontract Work as provided in Article 12.3.8.

Overhead charges shall include those charges as specified in Article 12.3.3.C below.

12.3.1.D Unilateral CONTRACT Amendment

12.3.1.D.i The terms of a Unilateral CONTRACT Amendment, including the change in CONTRACT Sum and/or CONTRACT Time shall, in the LEH-MUA's judgment, be fair and reasonable.

12.3.1.D.ii When a Unilateral CONTRACT Amendment has been issued, it will have the full force and effect of a CONTRACT Amendment. It will be included in schedules, payment applications, reports, and all official records of the CONTRACT. Notwithstanding the foregoing, the issuance of a Unilateral CONTRACT Amendment will not prejudice any of the GENERAL CONTRACTOR's rights to make claims or appeal disputed matters relating to the subject

of the Unilateral CONTRACT Amendment.

12.3.1.D.iii If the GENERAL CONTRACTOR objects to a Unilateral CONTRACT Amendment, GENERAL CONTRACTOR shall state, in writing, specific objections to, or specific points of disagreement with, any aspect of the Unilateral CONTRACT Amendment within thirty (30) Days of receipt of such CONTRACT Amendment.

12.3.2 To the total additional cost of the Work as computed by any of the three above methods, the GENERAL CONTRACTOR may add, upon furnishing to the LEH-MUA satisfactory evidence of the cost thereof, the actual cost of additional bond premiums incurred by the GENERAL CONTRACTOR as a result of the additional cost to the Work up to a sum not to exceed 1.5 percent (1.5%) of the additional cost to the Work.

12.3.3 Labor: The cost of labor used in performing the Work, whether the employer is the GENERAL CONTRACTOR, Subcontractor, or other forces, will be the sum of the following:

12.3.3.A The gross actual wages paid including income tax withholdings but not including any employer payments to or on behalf of the workers for health and welfare, pension, vacation, insurance, and similar purposes.

12.3.3.B To the actual gross wages, as defined above, a percentage will be applied based upon current applicable labor rates concerning payments made to or on behalf of workers other than actual wages. This percentage shall constitute full compensation for all payments other than actual gross wages as specified below. The GENERAL CONTRACTOR shall compute a separate percentage for each craft, or a composite percentage for all crafts if so approved by the LEH-MUA. All computed percentages shall be submitted to the LEH-MUA for approval within thirty (30) Days after receipt of Notice to Proceed with the changes to the Work or as directed by the LEH-MUA prior to any changed Work being performed.

12.3.3.C The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as superintendents, assistant superintendents, office personnel, timekeepers, and maintenance mechanics.

12.3.4 Materials: The cost of materials required for the accomplishment of the Work shall be the delivered cost to the purchaser, whether GENERAL CONTRACTOR, Subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

12.3.4.A If cash trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the LEH-MUA if such discount was taken.

12.3.4.B If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier, to such purchaser, the cost of such materials, including handling, shall be deemed to be the price to the actual supplier as determined by the LEH-MUA.

- 12.3.4.C If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the lesser of the price paid by the purchaser for similar materials furnished from said source on CONTRACT items or the current wholesale price for such materials delivered to the worksite, whichever price is lower.
- 12.3.4.D The cost of such materials shall not exceed the lowest current wholesale price at which such materials are available in the quantities concerned, delivered to the job site, less discounts as provided in Article 12.3.4.A.
- 12.3.4.E If the GENERAL CONTRACTOR does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined in accordance with Article 12.3.4.D.
- 12.3.5 Equipment: Equipment rented/leased by the GENERAL CONTRACTOR or Subcontractor and utilized on this project for the purposes of this Article shall be paid for on the basis of arms-length rental agreements entered into and invoices paid by the GENERAL CONTRACTOR or Subcontractor for that equipment. These invoices shall be submitted as evidence of the expense incurred.
 - 12.3.5.A The GENERAL CONTRACTOR or Subcontractor shall be paid for the use of owned equipment at prices for the use of machinery and equipment determined by using 80 percent (80%) of equipment use costs published by the Associated Equipment Distributors, which edition is in effect at the time of the change. GENERAL CONTRACTOR or Subcontractor-owned equipment required to be on stand-by or to be present on the site, even though idle, shall be paid for at 50 percent (50%) of the owned equipment rate established above.
 - 12.3.5.B The GENERAL CONTRACTOR or Subcontractor shall furnish all data which might assist the LEH-MUA in the establishment of such rates.
 - 12.3.5.B.i Operators of equipment will be paid for as provided under Article 12.3.3 above.
 - 12.3.5.B.ii All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used. GENERAL CONTRACTOR is responsible for any necessary repairs and ongoing maintenance of said equipment.
 - 12.3.5.B.iii Unless otherwise specified, manufacturer's ratings and manufacturer modifications shall be used to classify equipment for the determination of applicable equipment rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 - 12.3.5.B.iv Individual pieces of equipment or tools having a new value of five hundred dollars (\$500.00) or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

12.3.6 Equipment Located at the Site: The time to be paid for equipment located at the site shall be the time the equipment is required for the changed Work being performed. Moving time, loading, unloading, and hauling will not be paid for if the equipment is already located at the Site.

12.3.7 Equipment Not Located at the Site: For the use of equipment moved to the Site and used exclusively for changed Work, the GENERAL CONTRACTOR will be paid the rates hereinbefore specified, as follows:

The period shall begin at the time the equipment is unloaded at the site; shall include each day that the equipment is at the site, excluding Saturdays, Sundays, and other legal holidays unless the changes to the Work are performed on such days; and shall terminate at the end of the day on which the LEH-MUA directs the GENERAL CONTRACTOR to discontinue the use of such equipment. The maximum time to be paid per day will not exceed eight (8) hours without prior written approval from the LEH-MUA.

12.3.7.A Payment for transporting, loading, and unloading equipment will be made only when such equipment has been moved to the site for the sole and express purpose of accomplishing the changed Work.

12.3.8 Subcontracts: The cost for subcontract work will be the actual cost to the GENERAL CONTRACTOR or Subcontractor for Work performed by a Subcontractor as follows:

12.3.8.A The cost incurred by the first tier Subcontractor for labor, materials, and equipment as limited by Articles 12.3.3, 12.3.4, and 12.3.5; plus

12.3.8.B The following percentages which are considered fair and reasonable compensation for overhead, profit, insurance and all other direct and indirect costs of the changes in the Work (except for bonds which are provided for in Article 12.3.2):

12.3.8.B.i 18% of the cost of labor as provided in Article 12.3.3; 12.3.8.B.ii

15% of the cost of materials as provided in Article 12.3.4;
and

12.3.8.B.iii 10% of the cost of equipment as provided in Article 12.3.5.

12.3.8.C To the total additional cost to the Work as computed in accordance with Articles 12.3.8.A and 12.3.8.B above, the Subcontractor may add, upon furnishing satisfactory evidence of the cost thereof, the actual cost of additional bond premiums incurred by the Subcontractor as a result of the additional cost to the Work up to a sum not to exceed 1.5 percent (1.5%) of the additional cost to the Work.

12.4 Off-site construction work must be specifically authorized in writing by LEH-MUA's Representative and all labor wages and salaries shall be in accordance with the prevailing wages of the area where the work is being undertaken. Supporting schedule of wages should be provided when requested by the LEH-MUA's Representatives.

- 12.5 Overtime wages or salaries, specifically authorized in writing by LEH-MUA's Representative, for employees, in the direct performance of the Extra Work.
- 12.6 The cost of materials and consumable items that are furnished and incorporated into the Extra Work, as approved by LEH-MUA's representative. Such costs shall be charged at the lowest price available to the GENERAL CONTRACTOR, but in no event shall such costs exceed competitive costs obtainable from other Sub-contractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to the LEH-MUA. The GENERAL CONTRACTOR shall make provisions so that applicable discounts, rebates, refunds and returns may be obtained.
- 12.7 Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by LEH-MUA's representative, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the current rates for the area in which the work is performed. GENERAL CONTRACTOR shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work. The GENERAL CONTRACTOR is responsible for ensuring that rental machinery and equipment are utilized to an extent that can reasonably be expected. Extra rental charges resulting from this will not be reimbursable under the contract.
- 12.8 Adjustments to the Contract Sum for Delay.
- 12.8.1 The Contract Sum will be adjusted for a delay if, and only if, the GENERAL CONTRACTOR demonstrates that all of the following five conditions have been met:
- 12.8.1.A Condition Number One: The delay results in an extension of the Contract Time pursuant to the Paragraph below.
- 12.8.1.B Condition Number Two: The delay is caused solely by one or more of the following:
- 12.8.1.B.i An error or omission in the Criteria Documents caused by the LEH-MUA and not as a result of GENERAL CONTRACTOR's failure to conform to the Criteria Documents, and only if the delay occurs prior to jurisdictional approval,
- 12.8.1.B.ii The LEH-MUA's decision to change the Scope of the Work, where such decision is not the result of any default or misconduct of the GENERAL CONTRACTOR,
- 12.8.1.B.iii The LEH-MUA's decision to suspend the Work, where such decision is not the result of any default or misconduct of the GENERAL CONTRACTOR.
- 12.8.1.B.iv The failure of the LEH-MUA or the LEH-MUA's Representative to timely perform any contract obligation where the failure to so perform is not the result of any default or misconduct of the GENERAL CONTRACTOR.
- 12.8.1.C Condition Number Three: The delay is not concurrent with a delay that

is:

12.8.1.C.i Critical under Paragraph 12.9 below; and

12.8.1.C.ii Caused by an event not listed in Condition Number Six.

12.8.1.D Condition Number Four: The delay is not caused, in whole or in part, by an event not listed in Paragraph 12.9 below.

12.8.1.E Condition Number Five: NOT USED

For each day of delay that meets all five conditions prescribed above, the Contract Sum will be adjusted by the daily rate included in the Agreement and specifically identified as the rate to be paid to the GENERAL CONTRACTOR for Compensable Delays as agreed upon for the applicable Project Phase. Pursuant to the General Conditions Article 5, the daily rate shall not apply to delays occurring after Substantial Completion.

12.9 Adjustments to the Contract Time for Delay

The Contract Time will be adjusted for a delay if, and only if, the GENERAL CONTRACTOR demonstrates that all of the following six conditions have been met:

12.9.1 Condition Number One: When the event causing the delay commences, the GENERAL CONTRACTOR has complied with all Contract requirements for maintaining, submitting, and updating Contract Schedules.

12.9.2 Condition Number Two: The delay is critical. A delay is critical if and only to the extent it delays a work activity that cannot be delayed without delaying completion of the entire Project beyond the contractually specified date for final completion of the Work as stated in the Notice to Proceed, or as amended by Change Order. The following items apply to this condition:

12.9.2.A If the Project Schedule shows completion of the entire Project before the contractually-specified date for final completion of the Work, a delay is critical if and only to the extent the delay pushes completion of the entire project to a date that is beyond the contractually specified date for final completion of the Project.

12.9.2.B When two or more delays occur concurrently, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted, such concurrent critical delays shall be treated as a single delay which commences at the start of the delay that begins first and terminates at the cessation of the delay that ends last.

12.9.3 Condition Number Three: The delay is supported by the Project Schedule (or, if appropriate, the Preliminary Schedule), current at the commencement of the event giving rise to the delay. A delay is supported only to the extent the Contract Schedule (or, if appropriate, the Preliminary Schedule) corroborates that it causes a delay to completion of the entire Project beyond the contractually specified date for full completion. The requirement that a delay be supported will be excused if the event causing the delay commences before approval of the Contract Schedule, provided that the absence of an approved Contract Schedule is not due to the GENERAL

CONTRACTOR's failure to timely submit an acceptable Proposed Contract Schedule.

12.9.4 Condition Number Four: Within 3 working days of the date that the GENERAL CONTRACTOR discovers or reasonably should discover an act causing the delay, (even if the GENERAL CONTRACTOR has not been delayed when the GENERAL CONTRACTOR discovers or reasonably should discover the act giving rise to the delay) the GENERAL CONTRACTOR submits a timely Change Order Request that meets the requirements of Paragraph 1.05.A.

12.9.5 Condition Number Five: The delay is not caused by:

12.9.5.A A naturally occurring unforeseen site condition (e.g., unanticipated naturally occurring rock or sand).

12.9.5.B The financial inability, misconduct or default of the GENERAL CONTRACTOR, a Sub-contractor or supplier.

12.9.5.C The unavailability of materials or parts.

12.9.5.D NOT USED.

12.9.6 Condition Number Six: The delay is caused by:

12.9.6.A Fire.

12.9.6.B Strikes, boycotts, or like obstructive actions by employees or labor organizations.

12.9.6.C Acts of God (As used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves).

12.9.6.D A man-made (not naturally occurring) unforeseen site condition such as buried utility lines, pipes, and the like.

12.9.6.E An error or omission in the Criteria Documents prior to jurisdictional approval only.

The LEH-MUA's decision to change the Scope of the Work, where such decision is not the result of any default or misconduct of the GENERAL CONTRACTOR.

The LEH-MUA's decision to suspend the Work, where such decision is not the result of any default or misconduct of the GENERAL CONTRACTOR.

The failure of the LEH-MUA or the LEH-MUA's Representative to timely perform any contractual obligation, unless such failure is due to GENERAL CONTRACTOR's default or misconduct.

If a delay meets the six conditions described above, the Contract Time will be extended by the number of days completion of the entire Project is delayed beyond the specified date for final completion of the Work

12.10 When the cost of property made obsolete or in excess as a result of a change confirmed by the LEH-MUA under this paragraph is included in the equitable adjustment, the LEH-MUA will have the right to prescribe the manner of disposition of the property or its proceeds. The equitable adjustment will not include increased costs or time extensions for delay resulting from the GENERAL CONTRACTOR's failure to provide notice or to provide notice or to continue

performance as provided in this Article.

ARTICLE 13 JURISDICTIONAL AGENCY REVIEWS AND APPROVALS

In the event jurisdictional and agency reviews exceed the durations identified for such reviews in the Project Schedule and independently cause a delay to the date of Substantial Completion, such resultant delay will be designated as an Excusable Delay, as set forth in Article 10.4.1; provided that: (1) The delayed review is not caused by the GENERAL CONTRACTOR's late submittal to the jurisdictional agency(ies); and (2) The delayed review is not caused by the GENERAL CONTRACTOR's incomplete submittal and/or the jurisdiction's rejection of the GENERAL CONTRACTOR's submittal as being incomplete or otherwise not ready for review. If such conditions are met, GENERAL CONTRACTOR may be entitled to an adjustment in the CONTRACT Time, as set forth in Article 10.5. Any such adjustment will only be made by a CONTRACT Amendment after GENERAL CONTRACTOR has submitted a CONTRACT Amendment request in accordance with Article 4.2.

ARTICLE 14 INSPECTIONS, PERMITS, TESTS, AND QUALITY (See Section 014100)

14.1 OBSERVATION

- 14.1.1 All Work shall meet with the approval of the LEH-MUA and shall be completed in conformity with the CONTRACT Documents. The LEH-MUA at its discretion may require the GENERAL CONTRACTOR to obtain approval/clearance from the inspector of record for certain items to ensure the quality of the Work.
- 14.1.2 The LEH-MUA or its authorized representatives will have access to the Work at all times. The GENERAL CONTRACTOR will furnish all facilities for inspection at the Site, and at shops or yards, and shall not cover up any Work until the Work is approved by the LEH-MUA. If Work is covered up before being inspected, the GENERAL CONTRACTOR will be required to remove at GENERAL CONTRACTOR's sole expense such portions of the Work as may be necessary to disclose the part in question.
- 14.1.3 The LEH-MUA will issue to the GENERAL CONTRACTOR a "Notice of Noncompliance" for any portion of the Work that does not satisfy the requirements of the CONTRACT Documents. No Work subject to a "Notice of Noncompliance" will be paid for by the LEH-MUA until such Work is brought into full compliance with the CONTRACT Documents to the satisfaction of the LEH-MUA. The GENERAL CONTRACTOR must obtain the LEH-MUA's approval for all corrections to deficient and/or non-compliant Work prior to proceeding with Work that may be affected by the deficient and/or non-compliant Work. The GENERAL CONTRACTOR shall not build on or conceal Work that is deficient and/or non-compliant. Furthermore, Work that is built or dependent upon item(s) that are deficient and/or not-compliant will not be approved in the progress payment request.

14.1.4 The LEH-MUA will issue to the GENERAL CONTRACTOR an "Inspection Notice" if the Work has not been executed in full compliance with the CONTRACT Documents. The GENERAL CONTRACTOR is responsible for bringing all Work subject to an Inspection Notice into full compliance with the CONTRACT Documents at no additional cost to the LEH-MUA.

14.1.5 Technical Reports may be generated for the purpose of evaluating the quality, correctness, functionality, etc., of the GENERAL CONTRACTOR's Work or performance under this CONTRACT in accordance with the requirements of the CONTRACT Documents.

14.2 UNCOVERING OF WORK

14.2.1 If a portion of the Work is covered contrary to the LEH-MUA's request or direction, or contrary to the requirements of the CONTRACT Documents, it must, if required in writing by the LEH-MUA, be uncovered for the LEH-MUA's observation and be replaced at GENERAL CONTRACTOR's expense without adjustment of the CONTRACT Time or the CONTRACT Sum. At the LEH-MUA's option, the cost of such covered Work may be withheld from progress payments.

14.2.2 If a portion of the Work has been covered, which is not required by the CONTRACT Documents to be observed or inspected prior to its being covered and which the LEH-MUA has not specifically requested to observe prior to its being covered, the LEH-MUA may request to see such Work and it shall be uncovered and replaced by GENERAL CONTRACTOR. If such Work is in accordance with the CONTRACT Documents, an appropriate adjustment to the CONTRACT Sum shall be made by CONTRACT Amendment to compensate GENERAL CONTRACTOR for the costs of the uncovering and replacing of the Work, and if such activity extends the CONTRACT Time, an appropriate adjustment of the CONTRACT Time shall be made by CONTRACT Amendment. If such Work is not in accordance with the CONTRACT Documents, GENERAL CONTRACTOR shall pay such costs and shall not be entitled to an adjustment of the CONTRACT Time or the CONTRACT Sum.

14.3 PERMITS, FEES, AND NOTICES

14.3.1 The GENERAL CONTRACTOR will obtain and pay for all permits required for the Work. Further, the GENERAL CONTRACTOR will obtain and pay for all permits incidental to the Work or made necessary by GENERAL CONTRACTOR's operation. This includes GENERAL CONTRACTOR/Manufacturer designated structures such as prefabricated buildings, light poles, special shoring, and the like. The GENERAL CONTRACTOR shall also pay for the plan check of prefabricated buildings. Upon receipt of certified cost statements for plan check and permit fees, the LEH-MUA will reimburse GENERAL CONTRACTOR for such charges made by agencies having jurisdiction.

14.3.2 Not Used

- 14.3.3 Exclusive of off-Site inspection specified in the CONTRACT Documents as the LEH-MUA's responsibility, the GENERAL CONTRACTOR will arrange and pay for all off-Site inspection of the Work including certification thereof required by the CONTRACT Documents, or by governing authorities.

The LEH-MUA will provide on-Site inspection of the Work and will arrange for off-Site inspection when specified in the CONTRACT Documents as the responsibility of the LEH-MUA. All other required inspection will be the responsibility of the GENERAL CONTRACTOR.

- 14.3.4 The LEH-MUA will not pay any costs for licenses required in the performance of the Work. The GENERAL CONTRACTOR shall assume this responsibility in total.

- 14.3.5 The GENERAL CONTRACTOR shall deliver to LEH-MUA all original licenses, permits, and approvals obtained by GENERAL CONTRACTOR in connection with the Work prior to the final payment or upon termination of the CONTRACT.

14.4 TESTS

14.4.1 GENERAL CONTRACTOR's Responsibilities (Also see Section 014100):

- 14.4.1.A The GENERAL CONTRACTOR Shall follow the requirements Article 13.4 Tests and Inspections of AIA Document A201-2017 in regards to Tests and Inspections.
- 14.4.1.B The GENERAL CONTRACTOR shall pay for all "called tests" as defined in the following Article 14.4.2, when the test results show the materials or performance fails to meet the requirements of the CONTRACT Documents. Immediately thereafter, the GENERAL CONTRACTOR, at GENERAL CONTRACTOR's own expense, shall remove the improper Work and replace same with materials or performance meeting the requirements of the CONTRACT Documents. The GENERAL CONTRACTOR shall also bear the expense of any tests required of the replaced Work, and of any subsequent removal, replacement, and testing as may be necessary to obtain materials or performance meeting the specified requirements.

14.4.2 LEH-MUA's Responsibilities:

The LEH-MUA reserves the right to test or require the GENERAL CONTRACTOR to obtain "called tests" of any materials or performance over and above "required tests" as defined above. In the event that such called tests show the Work meets the requirements of the CONTRACT Documents, the LEH-MUA will pay for the cost of such called tests. If the GENERAL CONTRACTOR was

required to obtain a called test from a third party, the LEH-MUA will reimburse the GENERAL CONTRACTOR on the basis of GENERAL CONTRACTOR's certified statement of the results and costs, with appropriate supporting documentation.

ARTICLE 15 SAFETY REQUIREMENTS

In the performance of this CONTRACT, the GENERAL CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation.

15.1 SAFETY PRECAUTIONS AND PROGRAMS

The GENERAL CONTRACTOR shall be solely responsible for ensuring that all Work performed under the CONTRACT is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The GENERAL CONTRACTOR shall provide at its expense all safeguards, safety devices, and protective equipment, and shall take any and all actions appropriate to providing a safe Work Site. GENERAL CONTRACTOR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the CONTRACT.

15.2 SAFETY OF PERSONS AND PROPERTY

15.2.1 GENERAL CONTRACTOR shall take adequate precautions for safety of and shall provide adequate protection at its own expense, to prevent damage, injury, or loss to the following:

15.2.1.A GENERAL CONTRACTOR's workers and employees involved in the Work and other persons who may be affected thereby.

15.2.1.B The Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project Site, under care, custody, or control of GENERAL CONTRACTOR or its Subcontractors.

15.2.1.C Other property at the Project Site and adjoining property.

15.2.2 GENERAL CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

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

15.2.4 GENERAL CONTRACTOR shall designate in writing a Project Safety Official whose duty shall be the prevention of accidents. The Project Safety Official shall be at the job Site at all times while construction activity is underway, and shall be thoroughly familiar with the GENERAL CONTRACTOR's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the GENERAL CONTRACTOR to provide the required Project Safety Official shall be grounds for the LEH-MUA to direct the cessation of all Work activities and operations at no cost to the LEH-MUA until such time as the GENERAL CONTRACTOR is in compliance.

To the maximum extent allowed by law, the GENERAL CONTRACTOR agrees to defend, indemnify, and hold harmless the LEH-MUA and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of the GENERAL CONTRACTOR, its Subcontractors or Subconsultants, or LEH-MUA attributable to any alleged act or omission of the GENERAL CONTRACTOR or its Subcontractor or Subconsultant that is in violation of any applicable Federal, State, and local occupational safety regulation, including, but not limited to, any OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of the New Jersey Code of Regulations pertaining to multi-employer Work Sites. The LEH-MUA may deduct from any payment otherwise due the GENERAL CONTRACTOR any costs incurred or anticipated to be incurred by the LEH-MUA, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by OSHA arising out of the Project.

15.2.5 GENERAL CONTRACTOR shall not load, or permit any part of the Work or the Project Site to be loaded, so as to endanger the safety of persons or property.

15.3 EMERGENCIES

In an emergency affecting the safety of persons or property, GENERAL CONTRACTOR shall take all appropriate actions to prevent or minimize damage, injury, or loss. GENERAL CONTRACTOR shall promptly notify LEH-MUA, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and GENERAL CONTRACTOR's action.

ARTICLE 16 INDEMNIFICATION, BONDS, AND INSURANCE REQUIREMENTS FOR PROJECTS

16.1 INDEMNIFICATION

- 16.1.1 To the fullest extent permitted by law, the GENERAL CONTRACTOR shall indemnify, defend, and hold harmless the LEH-MUA, its elected and appointed officials, officers, employees, representatives, agents, and trustees (the "Indemnified Parties") from and against any and all liability, loss, injury, or damage, including, but not limited to, demands, claims, lawsuits, actions, proceedings, judgments, settlements, awards, fees, costs, and expenses (including any fees of accountants, attorneys, experts, or other professionals, and costs of investigation, mediation, arbitration, litigation, and appeal), that arise out of, pertain to, or relate to the Work, CONTRACT or Project performed by the GENERAL CONTRACTOR or its Subcontractors or Subconsultants, or anyone directly or indirectly engaged by the GENERAL CONTRACTOR relating to or in connection with the Work, CONTRACT or Project, including, but not limited to, design-related services, and non-design-related services (including, but not limited to, construction services). The GENERAL CONTRACTOR's duty to defend, indemnify, and hold harmless the Indemnified Parties includes, but is not limited to, bodily injury, death, property damage, and other damage (including, but limited to, economic loss, and liability arising from contract, tort, patent, copyright, trade secret, or trademark infringement).
- 16.1.2 The indemnity and defense obligations provided for in this Article 16.1 are separate and apart from the insurance provisions set forth in Articles 16.3 and 16.4; and do not affect or limit, in any way, the applicability or scope of the obligations of GENERAL CONTRACTOR set forth in such insurance provisions.
- 16.1.3 The indemnity and defense obligations provided for in this Article 16.1 shall survive the termination, rescission, breach, abandonment, or completion of the Work or the CONTRACT. If the GENERAL CONTRACTOR fails to perform any of these indemnity or defense obligations, LEH-MUA may in its discretion back-charge/s the GENERAL CONTRACTOR for LEH-MUA's costs and damages resulting therefrom, deduct such amounts from the CONTRACT Sum, and pursue any remedies or actions to recover such amounts from the GENERAL CONTRACTOR.
- 16.1.4 Notwithstanding the foregoing provisions in this Article 16.1, the GENERAL CONTRACTOR is not required to indemnify the Indemnified Parties from or against liability arising out of, pertaining to, or relating to the active negligence, recklessness, or willful misconduct of the Indemnified Parties.
- 16.1.5 The indemnity and defense obligations provided for in this Article 16.1 shall not be limited by any assertion that the Indemnified Parties are liable by reason of non-delegable duty.
- 16.1.6 The GENERAL CONTRACTOR shall assume all risks and bear all costs for any uninsured loss of, damage to, or missing or stolen equipment, tools, vehicles, and materials owned, hired, leased, or used by the GENERAL CONTRACTOR for the Work or Project.

16.2 BONDS

- 16.2.1.A See Standard Form Construction Contract in the Instruction to Bidders package.

16.3 GENERAL INSURANCE REQUIREMENTS

Without limiting the GENERAL CONTRACTOR's indemnification of the Indemnified Parties, and defense obligations, the GENERAL CONTRACTOR shall provide and maintain, during the term of this CONTRACT, the insurance specified in this CONTRACT. Such insurance shall be primary to, and not contributing with, any insurance or self-insurance programs maintained by the Indemnified Parties and such coverage shall be provided and maintained at the GENERAL CONTRACTOR's own expense.

16.3.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the LEH-MUA shall be delivered to the Project Contract Administrator (as identified in the Request for Proposals) at City Hall, (provide address and contact person), prior to commencing services under this CONTRACT. Such certificate(s) or other evidence shall:

- 16.3.1.A Specifically identify this CONTRACT, including the Project name and specification number.
- 16.3.1.B Clearly evidence all insurance required in this CONTRACT.
- 16.3.1.C Contain the express condition that the LEH-MUA is to be given written notice by the issuing insurance company by mail at least 30 Days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 16.3.1.D Include a copy of the additional insured endorsement to the commercial general liability policy, adding the indemnified parties (the LEH-MUA) as insureds for all activities arising from this AGREEMENT.
- 16.3.1.E Show the GENERAL CONTRACTOR's insurance as primary to the LEH-MUA's insurance. This may be evidenced by adding the following statement to the additional insured endorsement, "It is further agreed that the insurance afforded by this policy is primary to any insurance maintained by the additional insureds, and the additional insureds' insurance are excess and non-contributing to the named insured's insurance."
- 16.3.1.F Deductibles or self-insured retentions shall not exceed \$25,000 except where earthquake insurance is required. The deductible may not exceed

5% of the value of insured property. The LEH-MUA retains the right to require the GENERAL CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and costs attributable to the GENERAL CONTRACTOR's retention, or, withhold payment to GENERAL CONTRACTOR in the amount of all or any deductibles/retentions in the event the GENERAL CONTRACTOR does not pay the deductible.

16.3.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company authorized to do business in New Jersey and acceptable to the LEH-MUA, with an A.M. Best rating of not less than A:IX, unless otherwise approved by the LEH-MUA.

16.3.3 Waiver of Subrogation: The GENERAL CONTRACTOR agrees to release the Indemnified Parties and waive its rights of recovery against the Indemnified Parties under the insurance policies specified in this CONTRACT.

16.3.4 Failure to Maintain Coverage: Failure by the GENERAL CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the LEH-MUA, shall constitute a material breach of the CONTRACT upon which the LEH-MUA may immediately terminate or suspend this CONTRACT. The LEH-MUA, at its sole option, may obtain damages from the GENERAL CONTRACTOR resulting from said breach. Alternatively, the LEH-MUA may purchase such required insurance coverage, and without further notice to the GENERAL CONTRACTOR, the LEH-MUA may deduct from sums due to the GENERAL CONTRACTOR any premium costs for such insurance and charge and/or pursue recovery from the GENERAL CONTRACTOR for any additional amounts due, if any.

16.4 INSURANCE COVERAGE REQUIREMENTS-TYPES AND LIMITS

The LEH-MUA shall provide the following insurances:

16.4.1 Builders Risk Course of Construction Insurance: Such coverage shall insure against damage from perils no less broad than those covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include coverage for earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils or design error exclusion). Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing.

The coverage limit (except for hurricanes) shall be one hundred percent (100%) of the completed value of the work to be completed under this agreement. Coverage shall be on a replacement cost basis, including any LEH-MUA-furnished materials and equipment, against loss or damage until completion and acceptance by LEH-MUA.

The FLOOD limit of protection shall be based on a probable maximum loss (PML)

study to be provided to LEH-MUA by GENERAL CONTRACTOR using computer modeling software acceptable to LEH-MUA.

The LEH-MUA shall determine an appropriate limit, if any, for soft costs under this agreement.

Deductibles may not exceed \$25,000 per loss except as respects earthquake coverage. The maximum deductible shall not exceed 5% of the value of insured property at the time of loss.

The GENERAL CONTRACTOR shall provide the following insurances:

16.4.2 General Liability Insurance: See Section 7 of Standard Form Construction Contract in the Instruction to Bidders package.

16.4.3 Automobile Liability Insurance:

16.4.3.A General Liability Automobile Liability Umbrella \$1,000,000 per occurrence regardless of the contract size

\$ 1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, \$ 2,000,000 per occurrence

16.4.3.B Such coverage shall be written on ISO form CA 00 01 or its equivalent. Such insurance shall include coverage for all "owned," "hired," and "non-owned" automobiles, or coverage for "any auto".

16.4.4 Workers Compensation and Employers Liability Insurance: See Section 7 of Standard Form Construction Contract in the Instruction to Bidders package.

16.4.5 Asbestos or Pollution Abatement Liability Insurance: If construction requires remediation of asbestos or pollutants. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos or pollutants in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the GENERAL CONTRACTOR's or Sub-contractor's Automobile Liability Insurance. GENERAL CONTRACTOR shall maintain limits of not less than \$5 million per occurrence/\$5 million aggregate.

16.4.6 No Used

16.4.7 Not Used.

16.4.8 Professional Liability Insurance:

- 16.4.8.1 GENERAL CONTRACTOR shall provide or cause to be provided Professional liability insurance with limits not less than \$5million per occurrence/\$5 million aggregate with respect to any act, error or omission in connection with the rendering of professional services provided under this agreement, subject to a maximum deductible of (\$25,000). Coverage limits shall apply to professional services rendered under this agreement only and shall not be shared or participate with any other contract or project.
- 16.4.8.2 Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the GENERAL CONTRACTOR, its officers or employees or any Sub-contractor of GENERAL CONTRACTOR performing or providing professional services.

If professional liability insurance contains a faulty workmanship exclusion, such policy or policies shall be endorsed so that such faulty workmanship exclusion does not apply to damages resulting from a negligent act, error or omission in the rendering or failure to render professional services under this agreement.

16.5 CERTIFICATE OF INSURANCE:

16.5.1 Certificate of Insurance shall include the following statement:

"It is further understood and agreed that these insurance policies comply with the Contract requirements of this project."

16.5.2 The cancellation clause shall be modified to read as follows:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the below-named certificate holder.

16.5.3 The Certificate of Insurance shall clearly state that the LEH-MUA are named as Additional Insured.

16.5.4 Include the name of the project and specification number on all insurance certificates.

ARTICLE 17 WARRANTY, QUALITY, AND CORRECTION OF DEFECTIVE WORK

17.1 WARRANTY

- 17.1.1 In addition to any other warranties required by the CONTRACT Documents, GENERAL CONTRACTOR warrants to LEH-MUA that all labor, materials, equipment, and furnishings used in, or incorporated into, the Work will be of good quality and new (unless otherwise required or permitted by the CONTRACT Documents), and all Work will be free of liens, claims, and security interests of third parties; that the Work will be of the highest quality and free from defects; and that all Work will conform to the requirements of the CONTRACT Documents. GENERAL CONTRACTOR shall furnish to the LEH-MUA satisfactory evidence

of compliance with this warranty. Further, the type, quality, and extent of such evidence shall be within the sole discretion of the LEH-MUA. Work not conforming to these requirements, including substitutions not properly approved and authorized by the LEH-MUA, shall be deemed non-conforming and/or defective. Also see Section 017400.

17.1.2 This warranty shall continue for a period of one (1) year from the date of Substantial Completion of the Work. If the LEH-MUA takes occupancy of any part of the Work before Substantial Completion, a warranty covering that specific portion of the Work shall begin for a period of one (1) year from the date the LEH-MUA takes partial occupancy. The LEH-MUA will notify the GENERAL CONTRACTOR in writing of the scope of any partial occupancy and the specific items under warranty.

17.1.3 In addition to the warranties provided for above, with respect to any warranties required by the CONTRACT Documents, express or implied, of or from GENERAL CONTRACTOR, Subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this CONTRACT, the GENERAL CONTRACTOR shall:

17.1.3.A Obtain all warranties that would be given in normal commercial practice;

17.1.3.B Require all warranties to be executed, in writing, for the benefit of the LEH-MUA;

17.1.3.C Deliver all such warranties to the LEH-MUA before Final Completion; and

17.1.3.D Enforce all warranties for the benefit of the LEH-MUA, if directed by the LEH-MUA.

17.1.4 The LEH-MUA has the right to seek enforcement of all warranties including GENERAL CONTRACTOR's, Subcontractors', manufacturers', or suppliers' warranties.

17.1.5 The warranties provided for herein shall not limit the LEH-MUA's rights under other provisions of this CONTRACT or as provided by law, including, but not limited to, with respect to patent defects, latent defects, mistakes, fraud, or other violations of the CONTRACT.

17.2 QUALITY OF WORK

17.2.1 All materials, parts, and equipment furnished by the GENERAL CONTRACTOR shall be new (unless otherwise required or permitted by the CONTRACT Documents), first quality, and free from defects and imperfections. Workmanship

shall be in accordance with the best standard practices. See Sections 014000 and 014100.

17.2.2 Any item or Work installed by the GENERAL CONTRACTOR, but defective or not in conformance with the CONTRACT Documents, shall be corrected by and at the GENERAL CONTRACTOR's expense. If the LEH-MUA notifies the GENERAL CONTRACTOR of defective or non-conforming items or Work, GENERAL CONTRACTOR shall promptly correct such defective or non-conforming Work at its own expense.

17.2.3 If such defective or non-conforming items or Work are not corrected to the satisfaction of the LEH-MUA within thirty (30) calendar days of such request, then the LEH-MUA may have such items or Work corrected to conform to the CONTRACT Documents at the GENERAL CONTRACTOR's expense. The LEH-MUA may deduct the costs for correcting such Work from the CONTRACT Sum.

17.3 CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK

GENERAL CONTRACTOR shall (1) correct defective or non-conforming Work that becomes apparent during the progress of the Work or during the warranty period, and (2) replace, repair, or restore to LEH-MUA's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of defective or non-conforming Work or the correction of defective or non-conforming Work. GENERAL CONTRACTOR shall promptly commence such correction, replacement, repair, or restoration upon notice from the LEH-MUA, but in all events no later than 10 Days after receipt of such notice; and GENERAL CONTRACTOR shall diligently and continuously prosecute such correction to completion. GENERAL CONTRACTOR shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such defective or non-conforming Work, including additional design, testing, inspection, and compensation for LEH-MUA's services and expenses. GENERAL CONTRACTOR shall perform corrective Work at such times that are acceptable to the LEH-MUA and in such a manner as to avoid, to the extent practicable, disruption to the LEH-MUA's activities.

17.3.1 If immediate correction of defective or non-conforming Work is required for life safety or the protection of property and is performed by LEH-MUA or other contractors, GENERAL CONTRACTOR shall pay to LEH-MUA all reasonable costs of correcting such defective or non-conforming Work, or the LEH-MUA may deduct such costs from the CONTRACT Sum. GENERAL CONTRACTOR shall replace, repair, or restore to LEH-MUA's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such defective or non-conforming Work or the correction of such defective or non-conforming Work.

17.3.2 GENERAL CONTRACTOR shall remove from the Project Site portions of the

Work and materials which are not in accordance with the CONTRACT Documents and which are neither corrected by GENERAL CONTRACTOR nor Accepted by LEH-MUA.

- 17.3.3 If GENERAL CONTRACTOR fails to commence correction of defective or non-conforming Work within 10 Days after notice from LEH-MUA or fails to diligently prosecute such correction to completion, LEH-MUA may correct the defective or non-conforming Work in accordance with Article 17.2; and in addition, LEH-MUA may remove the defective or non-conforming Work and store salvageable materials and equipment at GENERAL CONTRACTOR's expense. In the event the GENERAL CONTRACTOR fails to complete or correct the defective or non-conforming Work within the allotted time, the LEH-MUA may correct the defective or non-conforming Work at the GENERAL CONTRACTOR's expense. The LEH-MUA may deduct the costs for correcting such Work from the CONTRACT Sum.
- 17.3.4 Unless a defect or non-conformance is caused by the GENERAL CONTRACTOR or Subcontractor or supplier at any tier, the GENERAL CONTRACTOR shall not be liable for the repair of any defect or non-conformance of material or equipment furnished by the LEH-MUA, nor for the repair of any damage that results from any defect or non-conformance in LEH-MUA furnished material or equipment.
- 17.3.5 GENERAL CONTRACTOR's obligations under this Article are in addition to, and not in limitation of, any other warranties or any other obligation of GENERAL CONTRACTOR under the CONTRACT. Enforcement of GENERAL CONTRACTOR's express warranties and guarantees to repair contained in the CONTRACT Documents shall be in addition to and not in limitation of any other rights or remedies LEH-MUA may have under the CONTRACT or at law or in equity for defective or non-conforming Work. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations of GENERAL CONTRACTOR under the CONTRACT. Establishment of any warranty period relates only to the specific obligation of GENERAL CONTRACTOR to correct the Work and in no way limits either GENERAL CONTRACTOR's liability for defective or non-conforming Work or the time within which proceedings may be commenced to enforce GENERAL CONTRACTOR's obligations under the CONTRACT.
- 17.3.6 GENERAL CONTRACTOR shall restore any Work damaged in fulfilling the conditions of this Article. The GENERAL CONTRACTOR's warranty with respect to Work repaired or replaced shall be extended for one (1) year from the date of repair or replacement.
- 17.3.7 The terms of this Article 17 do not relieve the GENERAL CONTRACTOR of any legal liability for defective or non-conforming Work discovered after one year from the date of occupancy or Substantial Completion whichever occurs later. The obligations imposed by this Article 17 shall survive the termination or completion

of this CONTRACT.

ARTICLE 18 SUSPENSION AND/OR TERMINATION OF WORK AND/OR CONTRACT

18.1 SUSPENSION OF WORK

18.1.1 The LEH-MUA may order the GENERAL CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as Director may determine to be appropriate for the convenience of the LEH-MUA.

18.1.2 Upon receipt of the order, the GENERAL CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work stoppage.

18.1.3 If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by (a) an act of the LEH-MUA in the administration of this CONTRACT, or (b) the LEH-MUA's failure to act within the time specified in this CONTRACT (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the GENERAL CONTRACTOR's cost of performance of this CONTRACT (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the CONTRACT Sum shall be modified accordingly by CONTRACT Amendment. However, no adjustment shall be made under this Article for any suspension, delay, or interruption to the extent (a) that performance would have been suspended, delayed, or interrupted by any other cause, including, but not limited to, the action, inaction, fault, or negligence of the GENERAL CONTRACTOR, or (b) to which an adjustment is provided for or excluded under any other provision of this CONTRACT.

18.1.4 No claim under this Article 18.1 shall be allowed (a) for any costs incurred more than fourteen (14) calendar Days before the GENERAL CONTRACTOR shall have notified the LEH-MUA in writing of such act or failure to act by the LEH-MUA, (but this limitation shall not apply as to a claim resulting from a suspension order), and (b) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment. No part of any claim based on the provisions of this Article 18.1 shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a suspension, delay, or interruption within the provisions of this Article.

18.2 TERMINATION FOR CONVENIENCE

18.2.1 The Director may, whenever the interests of the LEH-MUA so require, terminate this CONTRACT, in whole or in part, for the convenience of the LEH-MUA. The

LEH-MUA shall give written notice of the termination to the GENERAL CONTRACTOR specifying the part of the CONTRACT terminated and the date termination becomes effective.

- 18.2.1.A The GENERAL CONTRACTOR shall incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the GENERAL CONTRACTOR shall stop Work to the extent specified. The GENERAL CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The GENERAL CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work, except to the extent the LEH-MUA Accepts assignment of certain subcontracts as set forth in Section 7.3. The LEH-MUA may direct the GENERAL CONTRACTOR to assign the GENERAL CONTRACTOR's right, title, and interest under the terminated orders or subcontracts to the LEH-MUA. The GENERAL CONTRACTOR must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- 18.2.1.B The LEH-MUA may require the GENERAL CONTRACTOR to transfer title and deliver to the LEH-MUA in the manner and to the extent directed by the LEH-MUA: (a) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated; and (b) the completed or partially completed plans, drawings, information, and other property that, if the CONTRACT had been completed, would be required to be furnished to the LEH-MUA. The GENERAL CONTRACTOR shall, upon direction of the LEH-MUA, protect and preserve property in the possession of the GENERAL CONTRACTOR in which the LEH-MUA has an interest. If the LEH-MUA does not exercise this right, the GENERAL CONTRACTOR shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the LEH-MUA.

18.2.1.C If the parties are unable to agree on the amount of a termination settlement, the LEH-MUA shall pay the GENERAL CONTRACTOR the following amounts:

18.2.1.C.i For CONTRACT Work performed before the effective date of termination, the total (without duplication of any items) of:

- a) The percentage of the CONTRACT Sum which equals the percentage (%) of Work completed in accordance with the schedule of values, less prior progress payments, and any applicable Liquidated Damages, or back-charge amounts. In addition, one hundred and twenty five percent (125%) of the amounts of outstanding Stop Notices shall be withheld until the Stop Notices are resolved as provided by law, and one hundred percent (100%) of any labor withhold demands from the State or Federal Department of Labor shall be withheld until resolved; and
- b) The cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the Work;

18.2.1.C.ii The reasonable costs of effectuating the settlement of the Work terminated, including:

- a) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;
- b) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

18.3 TERMINATION FOR DEFAULT

18.3.1 If the GENERAL CONTRACTOR refuses or fails (a) to commence the Work within the time required by this CONTRACT, (b) to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this CONTRACT, including any authorized extension, (c) to provide

sufficient and properly skilled workers or proper materials or equipment to complete the Work in an acceptable manner and without delay, (d) to promptly pay its Subcontractors, Subconsultants, laborers, and materialmen, (e) to perform any of GENERAL CONTRACTOR's other obligations under this CONTRACT, or (f) to complete the Work within the time specified in this CONTRACT ("events of default"), the LEH-MUA may, by written notice to the GENERAL CONTRACTOR, terminate the right to proceed with the Work (or the separable part of the Work). In this event, the LEH-MUA may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the Site necessary for completing the Work. The GENERAL CONTRACTOR and GENERAL CONTRACTOR's sureties shall be liable for any damage to the LEH-MUA resulting from events of the default, whether or not the GENERAL CONTRACTOR's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the LEH-MUA in completing the Work

18.3.2 The GENERAL CONTRACTOR's right to proceed shall not be terminated because of delays, nor will the GENERAL CONTRACTOR be charged with damages under this article, if:

18.3.2.A The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the GENERAL CONTRACTOR (examples of such causes include: (i) acts of God, (ii) acts of the public enemy, (iii) acts of the LEH-MUA in either its public or contractual capacity, (iv) acts of another contractor in the performance of a contract with the LEH-MUA, (v) fires, (vi) floods, (vii) epidemics, (viii) quarantine restrictions, (ix) strikes, (x) freight embargoes, or (xi) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the GENERAL CONTRACTOR and the Subcontractors or Suppliers); and,

18.3.2.B The GENERAL CONTRACTOR, within fourteen (14) calendar days from the beginning of any delay (unless extended by the LEH-MUA), notifies the LEH-MUA in writing of the causes of the delay in accordance with Section 01310, Project Schedule, of the Project Manual. The LEH-MUA shall ascertain the facts and the extent of the delay. If, in the judgment of the LEH-MUA, the findings warrant such action, the time for completing the Work shall be extended by CONTRACT Amendment. The findings of the LEH-MUA will be final and conclusive on the parties.

18.3.3 If, after termination of the GENERAL CONTRACTOR's right to proceed, it is determined that the GENERAL CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the LEH-MUA.

18.3.4 The rights and remedies of the LEH-MUA in this article are in addition to any other rights and remedies provided by law or under this CONTRACT. Time is of the essence for all delivery, performance, submittal, and completion dates in this CONTRACT.

18.4 TERMINATION FOR IMPROPER CONSIDERATION

18.4.1 LEH-MUA may, by written notice to GENERAL CONTRACTOR, immediately terminate the right of GENERAL CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by GENERAL CONTRACTOR, either directly or through an intermediary, to any LEH-MUA officer, employee, or agent with the intent of securing the CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of the CONTRACT or the making of any determinations with respect to the GENERAL CONTRACTOR's performance pursuant to the CONTRACT. In the event of such termination, LEH-MUA shall be entitled to pursue the same remedies against GENERAL CONTRACTOR as it could pursue in the event of default by the GENERAL CONTRACTOR.

Notice of such suspension or termination for any reason shall be given in writing and shall be complete one day after deposit in the United States mail in a sealed envelope with postage prepaid and directed to the GENERAL CONTRACTOR at GENERAL CONTRACTOR's address as filed with the LEH-MUA, or upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the GENERAL CONTRACTOR. Actual knowledge of such suspension or termination by an individual GENERAL CONTRACTOR or by a copartner, if the GENERAL CONTRACTOR be a partnership or by the president, vice-president, secretary, or general manager, if the GENERAL CONTRACTOR be a corporation, or by the managing agent regularly in charge of the Work on behalf of said GENERAL CONTRACTOR, shall in any case be sufficient notice.

ARTICLE 19 ADDITIONAL REQUIREMENTS

19.1 DETERMINATION OF GENERAL CONTRACTOR RESPONSIBILITY

19.1.1 A responsible GENERAL CONTRACTOR is a GENERAL CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the LEH-MUA's policy to conduct business only with responsible contractors.

19.1.2 GENERAL CONTRACTORs are hereby notified that, the LEH-MUA may determine whether the GENERAL CONTRACTOR is responsible based on a review of the GENERAL CONTRACTOR's performance on any contracts, including but not limited to LEH-MUA contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the GENERAL CONTRACTOR against public entities. Labor law violations which are the fault of Subcontractors and of which the GENERAL CONTRACTOR had no knowledge shall not be the basis of a determination that the GENERAL CONTRACTOR is not responsible.

(2) The LEH-MUA may declare a GENERAL CONTRACTOR to be non-responsible for purposes of this CONTRACT if the LEH-MUA, in its discretion, finds that the GENERAL CONTRACTOR has done any of the following: (1) violated a term of a contract with the LEH-MUA; (2) committed an act or omission which negatively reflects on the GENERAL CONTRACTOR's quality, fitness, or capacity to perform a contract with the CITY, any other public entity, or a nonprofit corporation created by the LEH-MUA, or engaged in a pattern or practice which negatively reflects on same; (3) integrity or business honesty; or (4) made or submitted a false claim against the LEH-MUA or any other public entity.

If there is evidence that the highest ranked GENERAL CONTRACTOR may not be responsible, the LEH-MUA shall notify the GENERAL CONTRACTOR in writing of the evidence relating to the GENERAL CONTRACTOR's responsibility, and its intention to recommend to the City Council that the GENERAL CONTRACTOR be found not responsible. The CITY shall provide the GENERAL CONTRACTOR and/or the GENERAL CONTRACTOR's representative with an opportunity to present evidence as to why the GENERAL CONTRACTOR should be found to be responsible and to rebut evidence which is the basis for the LEH-MUA's recommendation.

19.1.3 If the GENERAL CONTRACTOR presents evidence in rebuttal to the LEH-MUA shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council. The final decision concerning the responsibility of the GENERAL CONTRACTOR shall reside with the City Council.

19.1.4 The terms shall also apply to proposed Subcontractors and Subconsultants of GENERAL CONTRACTORS on LEH-MUA contracts.

19.2 GENERAL CONTRACTOR DEBARMENT

19.2.1 The GENERAL CONTRACTOR is hereby notified that, the LEH-MUA may debar the GENERAL CONTRACTOR from proposing on, or being awarded, and/or performing work on other LEH-MUA contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the LEH-MUA may terminate any or all of the GENERAL CONTRACTOR's existing contracts with the LEH-MUA, if the City Council finds, in its discretion, that the GENERAL CONTRACTOR has done any of the following: (1) violated a term of a contract with the LEH-MUA or a nonprofit corporation created by the LEH-MUA; (2) committed an act or omission which negatively reflects on the GENERAL CONTRACTOR's quality, fitness, or capacity to perform a contract with the LEH-MUA, any other public entity, or a nonprofit corporation created by the LEH-MUA, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the LEH-MUA or any other public entity.

19.2.2 If there is evidence that the highest ranked GENERAL CONTRACTOR may be subject to debarment, the LEH-MUA shall notify the GENERAL CONTRACTOR in writing of the evidence which is the basis for the proposed debarment, and shall advise the GENERAL CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

19.2.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The GENERAL CONTRACTOR and/or the GENERAL CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the GENERAL CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The GENERAL CONTRACTOR and the LEH-MUA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the City Council.

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the City Council. The City Council shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

19.2.4 If a GENERAL CONTRACTOR has been debarred for a period longer than five years, that GENERAL CONTRACTOR may, after the debarment has been in effect

for at least five years; submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The LEH-MUA may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the GENERAL CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the LEH-MUA.

19.2.5 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. After the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the City Council. The City Council shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

19.2.6 These terms shall also apply to proposed Subcontractors and Subconsultants of Proposers on LEH-MUA contracts.

19.3 Not Used

19.7 Not Used

19.8 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The GENERAL CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) as amended. Violations shall be reported to the LEH-MUA and the Regional Office of the Environmental Protection Agency.

19.9 Not Used

19.10 Not Used

19.11 Not Used

19.12 GRATUITIES

19.12.1 It is improper for any LEH-MUA officer, employee, or agent to solicit consideration, in any form, from GENERAL CONTRACTOR with the implication, suggestion, or statement that GENERAL CONTRACTOR's provision of the consideration may secure more favorable treatment for GENERAL CONTRACTOR in the award of the CONTRACT or that GENERAL CONTRACTOR's failure to provide such consideration may negatively affect LEH-MUA's consideration of GENERAL CONTRACTOR's submittal. GENERAL CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a LEH-MUA officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the CONTRACT.

GENERAL CONTRACTOR shall immediately report any attempt by a LEH-MUA officer, employee, or agent to solicit such improper consideration. The report shall be made either to LEH-MUA manager charged with the supervision of the employee, or to LEH-MUA Executive Director at (609) 296-1168. Failure to report such a solicitation may result in GENERAL CONTRACTOR's submittal being eliminated from consideration.

19.12.2 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

19.13 Not Used

19.14 Not Used

19.15 Not Used

ARTICLE 20 LEGAL AND OTHER PROVISIONS

20.1 GOVERNING LAW

This CONTRACT shall be governed by and construed in accordance with the laws of the State of New Jersey. Both parties agree that the exclusive venue for all disputes or litigation hereunder shall be in the Courts of the State of New Jersey located in the LEH-MUA. Both parties waive their rights under New Jersey Code to file a motion to transfer any action or proceeding arising out of this CONTRACT to another venue.

20.2 SUCCESSORS AND ASSIGNS

LEH-MUA and GENERAL CONTRACTOR respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the CONTRACT Documents. Neither party to the CONTRACT shall assign the CONTRACT, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the CONTRACT.

20.3 PATENTS

In the event that any patented article, material, or process is to be installed or used in the performance of the Work as shown on the drawings or particular specifications therefore, the GENERAL CONTRACTOR shall pay the royalty chargeable and shall save, keep, and bear the LEH-MUA harmless from all damage, costs, and expenses by reason of any infringement of the patent therefor, or by reason of the failure to pay the royalty chargeable for use thereof, and any loss to the LEH-MUA or the awarding entity in the event that the LEH-MUA is enjoined from using such patented article or material and the incidental damage caused by the loss of use and damage to LEH-MUA property or awarding entity in removing same, and cost of replacing the article or material the use of which is enjoined; provided further, however, that the Bond for Faithful Performance shall be deemed to expressly apply to this provision of the specifications.

20.4 OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY RIGHTS

20.4.1 Ownership. GENERAL CONTRACTOR and LEH-MUA agree that all materials, including but not limited to drawings, plans, specifications, calculations, reports, deliverables, diagrams, maps, drafts, working papers, Design Documents, Construction Documents, edited and/or unedited versions of deliverables, and any other materials or documents developed under this CONTRACT, including those in electronic form, and any and all Intellectual Property rights to these materials, including, but not limited to, any copyrights, are and shall remain the sole property of LEH-MUA (hereafter collectively, "LEH-MUA Materials"). GENERAL CONTRACTOR hereby assigns and transfers to LEH-MUA all GENERAL CONTRACTOR's right, title, and interest in and to all such LEH-MUA Materials developed under this CONTRACT. LEH-MUA shall be deemed the owner of the LEH-MUA Materials and shall retain all common law, statutory, and other reserved rights, including copyrights, whether or not the Project is completed. LEH-MUA shall own the worldwide right, title, and interest in and to all expressions reduced to a tangible medium, including the overall design embodied in the Project, which are the subject matter of the copyright created (whether created solely by GENERAL CONTRACTOR or

jointly with LEH-MUA, or others), developed, prepared, obtained, or furnished by GENERAL CONTRACTOR pursuant to this CONTRACT. However, GENERAL CONTRACTOR will be allowed to retain all ideas, concepts, procedures, processes, systems, method of operation, or principles, embodied in the LEH-MUA Materials.

- 20.4.2 Working Papers. Notwithstanding such LEH-MUA ownership in the LEH-MUA Materials, GENERAL CONTRACTOR may retain possession of working papers and materials prepared by GENERAL CONTRACTOR under this CONTRACT. GENERAL CONTRACTOR will be permitted to retain such for the furtherance of its technical proficiency; however, publication of this material is subject to prior written approval of the LEH-MUA. During and for a minimum of five years subsequent to the term of this CONTRACT, LEH-MUA shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.
- 20.4.3 Transfer and Assignment. GENERAL CONTRACTOR shall execute all documents requested by LEH-MUA and shall perform all other acts requested by LEH-MUA to assign and transfer to, and vest in LEH-MUA, all GENERAL CONTRACTOR's right, title and interest in and to the LEH-MUA Materials, including, but not limited to, any and all copyrights, and any other proprietary rights and derivatives thereof resulting from this CONTRACT. The GENERAL CONTRACTOR further agrees to ensure transfer of all rights to LEH-MUA Materials that may be created or produced under this CONTRACT by its suppliers, vendors, Subconsultants or Subcontractors. LEH-MUA shall have the right to register all applicable rights, including copyrights, in the name of the LEH-MUA. Further, LEH-MUA shall have the right to assign, license, or otherwise transfer any and all LEH-MUA's rights, title, and interest, including, but not limited to copyrights, in and to the LEH-MUA Materials.
- 20.4.4 Reuse. LEH-MUA Materials are, and shall remain, the property of LEH-MUA whether the Project or Work for which they are made under this CONTRACT is executed/completed or not. Such documents may be used by LEH-MUA to construct one or more like projects or in other works, without the approval of, or additional compensation to, the GENERAL CONTRACTOR. GENERAL CONTRACTOR however, shall not be liable for injury or damage resulting from re-use of LEH-MUA Materials if GENERAL CONTRACTOR is not involved in the subsequent project or work. With respect thereto, GENERAL CONTRACTOR agrees not to assert any rights and not to establish any claim, including but not limited to, those under the design patent or copyright laws. GENERAL CONTRACTOR shall also be permitted to reuse details of the drawings for other projects, but shall not use drawings as a whole without written authorization by Director.
- 20.4.5 Liability for Reuse. To the extent the work provided hereunder by GENERAL CONTRACTOR is covered by New Jersey Business and Professions Code,

GENERAL CONTRACTOR shall not be responsible for damage caused by subsequent changes to or uses of LEH-MUA Materials, if the subsequent changes or uses are not authorized or approved by GENERAL CONTRACTOR, provided that GENERAL CONTRACTOR was not also a proximate cause of the damage. In all events, LEH-MUA shall not be responsible for damage caused by subsequent changes to or uses of LEH-MUA Materials by the GENERAL CONTRACTOR, and GENERAL CONTRACTOR shall defend, indemnify, and hold harmless the LEH-MUA from and against any claims relating to or arising out of such re-use.

- 20.4.6 Representation and Warranties. GENERAL CONTRACTOR represents and warrants that the LEH-MUA Materials prepared herein under this CONTRACT, are the original work of GENERAL CONTRACTOR and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the LEH-MUA Materials that are not the original work of GENERAL CONTRACTOR, GENERAL CONTRACTOR represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the LEH-MUA Materials.
- 20.4.7 Indemnity. GENERAL CONTRACTOR shall defend, indemnify, and hold LEH-MUA harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from LEH-MUA's use of LEH-MUA Materials created, prepared, or supplied by GENERAL CONTRACTOR under this CONTRACT. GENERAL CONTRACTOR will also indemnify and defend at its sole expense, any action brought against LEH-MUA based on a claim that LEH-MUA Materials furnished hereunder by GENERAL CONTRACTOR infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and GENERAL CONTRACTOR will pay any settlement amounts, costs, damages, and attorney's fees incurred by LEH-MUA. LEH-MUA will notify GENERAL CONTRACTOR promptly and in writing of any such action or claim and will permit GENERAL CONTRACTOR to fully participate in the defense thereof. This indemnity shall survive the expiration or earlier termination of this CONTRACT. Further, if the use of the LEH-MUA Materials is enjoined as a result of such suit or claim, GENERAL CONTRACTOR, at no expense to LEH-MUA, shall obtain for LEH-MUA the right to use said item or materials, or shall substitute equivalent materials acceptable to LEH-MUA and extend this indemnity thereto. However, GENERAL CONTRACTOR will not indemnify LEH-MUA if the suit or claim results from: (1) LEH-MUA's alteration of the LEH-MUA Materials, such that said materials in their altered form infringes upon any presently existing intellectual property right; or (2) the use of LEH-MUA Materials in combination with other material not provided by GENERAL CONTRACTOR when such use in combination infringes upon an existing intellectual property right.

- 20.4.8 Where Infringement Found. The GENERAL CONTRACTOR shall additionally bear all costs arising from the use of patented equipment, materials, devices, and/or processes used on and/or incorporated into the LEH-MUA Materials or in other work provided hereunder the CONTRACT. When use of these equipment, materials, devices, and/or processes is judged to be an infringement and their use is banned, the GENERAL CONTRACTOR, at its own expense, shall, with the concurrence of the LEH-MUA, do one of the following:
- 20.4.8.A Secure for the LEH-MUA the right to continue using said equipment, materials, devices, and/or processes by suspension of the injunction or by procuring a license(s);
 - 20.4.8.B Replace said equipment, materials, devices, and/or processes with non-infringing equipment, materials, devices, and/or processes;
 - 20.4.8.C Modify said equipment, materials, devices, and/or processes so that they become non-infringing; or
 - 20.4.8.D Remove said equipment, materials, devices, and/or processes and refund the sum paid therefor without prejudice to any other rights of the LEH-MUA.
- 20.4.9 Copyright Notice. Where applicable, GENERAL CONTRACTOR shall affix the following notice to all LEH-MUA Materials, and otherwise as LEH-MUA may direct: "© Copyright 2026 (or such other appropriate date of first publication), LEH-MUA. All Rights Reserved."
- 20.4.10 Materials Provided by LEH-MUA. All materials, including software, data, reports, surveys, drawings, and other documents and information furnished to GENERAL CONTRACTOR by the LEH-MUA is made available only for GENERAL CONTRACTOR's use in performing the Services and shall remain the sole property of the LEH-MUA. Under no condition may these materials be used by GENERAL CONTRACTOR for other projects that are outside the scope of this CONTRACT. All such materials shall be returned to the LEH-MUA at the completion of the Services, termination of the CONTRACT, or other time as the LEH-MUA may determine.
- 20.4.11 LEH-MUA Name, Marks, and Logos. If directed to do so by LEH-MUA, GENERAL CONTRACTOR will place the LEH-MUA name and its marks and logos on LEH-MUA Materials developed under this CONTRACT. GENERAL CONTRACTOR may not however, use the LEH-MUA name and its marks and logos on any other materials without the express written consent of LEH-MUA.

20.5 RIGHTS AND REMEDIES

- 20.5.1 All LEH-MUA's rights and remedies under the CONTRACT will be cumulative and in addition to, and not in limitation of, all other rights and remedies of LEH-MUA under the CONTRACT or otherwise available at law or in equity.
- 20.5.2 No action or failure to act by LEH-MUA or LEH-MUA's Project Manager will constitute a waiver of a right afforded them under the CONTRACT, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by LEH-MUA or LEH-MUA's Project Manager of any condition, breach, or default will constitute a waiver of any other condition, breach, or default, nor will any such waiver constitute a continuing waiver.
- 20.5.3 No provision contained in the CONTRACT shall create or give to third parties any claim or right of action against LEH-MUA, LEH-MUA's Project Manager, or GENERAL CONTRACTOR.

20.6 SURVIVAL

The provisions of the CONTRACT which by their nature survive termination of the CONTRACT or Final Completion, including but not limited to, all warranties, indemnities, payment obligations, and LEH-MUA's right to audit GENERAL CONTRACTOR's books and records, shall remain in full force and effect after Final Completion or any termination of the CONTRACT.

20.7 SEVERABILITY OF PROVISIONS

If any one or more of the provisions contained in the CONTRACT Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

20.8 LEH-MUA'S RIGHT TO AUDITS AND RECORDS

LEH-MUA and entities and agencies designated by LEH-MUA will have access to and the right to audit and the right to copy at LEH-MUA's cost, all of the GENERAL CONTRACTOR's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. The GENERAL CONTRACTOR shall maintain all data and records pertinent to the Work performed under this CONTRACT, in accordance with generally accepted accounting principles, and shall preserve and make available all data and records until the expiration of five (5) years from the date of final payment under this CONTRACT, or for such longer period, if any, as is required by applicable statute or by other articles of this CONTRACT. The authorized representatives of the LEH-MUA shall have access to all such data and records for such

time period to inspect, audit, and make copies thereof during normal business hours. GENERAL CONTRACTOR covenants and agrees that it shall require that any Subcontractor or Subconsultant utilized in the performance of this CONTRACT shall permit the authorized representatives of the Sea Isle LEH-MUA to similarly inspect and audit all data and records of said Subcontractors or Subconsultants relating to the performance of said Subcontractors or Subconsultants under this CONTRACT for the same time period.

20.9 NOTICES

20.9.1 Except as otherwise provided, all notices, requests, demands, and other communications to be given under the CONTRACT shall be in writing and shall be transmitted by one of the following methods:

20.9.1.A Personally delivered.

20.9.1.B Sent by facsimile where receipt is confirmed.

20.9.1.C Sent by courier where receipt is confirmed.

20.9.1.D Sent by registered or certified mail, postage prepaid, return receipt requested.

20.9.2 Such notices and other communications in above Article 20.9.1 shall be deemed, given, and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Such notices and communications shall be given at the respective street addresses set forth in the Article 15, Notices, of the Construction Agreement. Such street addresses may be changed by notice given in accordance with Article 15 of the Construction Agreement.

20.10 TIME OF THE ESSENCE

Time is of the essence of this CONTRACT with respect to all dates and times of performance.

20.11 CONFLICT OF INTEREST

No LEH-MUA employee whose position in LEH-MUA enables him to influence the award of this CONTRACT or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by GENERAL CONTRACTOR herein, or have any other direct or indirect financial interest in this CONTRACT.

20.12 COMPLETE CONTRACT

This CONTRACT constitutes the full and complete contract and understanding of the parties hereto with respect to any subject matter covered herein or mentioned in this CONTRACT, and no prior agreements or understanding pertaining to any such matter, oral or written, shall be effective for any purpose. No provision of this CONTRACT may be amended in any way except by a CONTRACT Amendment.

20.13 LIMITATION OF LIABILITY

This Project may be awarded by or the CONTRACT may be assigned to a joint powers authority or a nonprofit corporation established by the awarding entity. Bonds, certificates of participation, or other evidences of indebtedness may be issued by a joint-powers authority or nonprofit corporation or the awarding entity or the LEH-MUA, for the purpose of constructing the Work contemplated by these CONTRACT Documents. In such event, the proceeds of such transaction shall be the sole source of funds for payment of all Work to be done and all claims of any kind that may be made under the provisions of this CONTRACT. Neither the awarding entity, nor (if different) the issuing entity, nor any individual parties thereto, nor the LEH-MUA, nor the LEH-MUA's agents and Special Districts, shall have any liability whatsoever to the GENERAL CONTRACTOR or others arising out of, or in any way connected with, Work to be performed hereunder, save and except as such liability may be paid and discharged out of said proceeds, and except as specifically provided for in the CONTRACT Documents. GENERAL CONTRACTOR shall look solely to said proceeds for payment of Work to be done or any claims whatsoever that may be asserted hereunder. GENERAL CONTRACTOR expressly releases and discharges the awarding entity, the issuing entity, and the LEH-MUA and each of them from any and all liability, cost, or expenses save and except such liability, cost, and expense as may be paid for out of said proceeds.

20.13.1 The issuing entity will adopt a policy to sell and issue bonds, certificates of participation, or other evidences of indebtedness at such times and in sufficient amounts to ensure that funds are provided for the prompt payment, as installments become due, for Work performed hereunder.

20.14 Not Used.

20.15 LEH-MUA'S CONTRACTOR PERFORMANCE EVALUATION PROGRAM

Not Used.

20.16 WAIVER

The waiver by the LEH-MUA of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained.

20.17 ADVERTISING

No advertising matter shall be attached or painted on surfaces of buildings, fences, or canopies, except that names of the GENERAL CONTRACTOR and Subcontractors, with their addresses and the designation of their particular branch, may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the LEH-MUA. The GENERAL CONTRACTOR shall provide a Project identification signboard as specified.

--- END ---

SECTION 010100

PROJECT GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 - General

- 1.01 - Summary
- 1.02 - Scope of the Contract
- 1.03 – Permanent Utility Services
- 1.04 – Work Not Included
- 1.05 – Not Used
- 1.06 – Time of Completion
- 1.07 – Long Lead Time Materials and Equipment
- 1.08 – Not Used
- 1.09 – Examination of Site and Work
- 1.10 – Cooperation
- 1.11 – Restrictions to the Work
- 1.12 – Cutting and Patching
- 1.13 – Not Used
- 1.14 – Shop Drawings
- 1.15 – Cleaning
- 1.16 – Existing Utility Lines and Facilities
- 1.17 – Protective Measures
- 1.18 – Project Administration
- 1.19 – Not Used
- 1.20 - Work In Progress Under Other Contracts
- 1.21 - Job Site Access Limitations
- 1.22 - Not Used
- 1.23 - Hazardous Material and Abatement
- 1.24 - Compliance with Regulations
- 1.25 – Not Used
- 1.26 – Not Used
- 1.27 – Not Used
- 1.28 - Portable Equipment
- 1.29 – Not Used

- 1.30 - Not Used
- 1.31 - Materials and Equipment Storage Limitations
- 1.32 - LEH-MUA's Use of Premises
- 1.33 - Utility-Building Services Interruptions/Shutdowns
- 1.34 – Discrepancies
- 1.35 - Allowable Work Hours
- 1.36 - Use of Construction Site and Adjacent Premises
- 1.37 - Emergency Telephone List
- 1.38 – Safety
- 1.39 - Performance Requirements for Completed Work
- 1.40 - Substantial Completion
- 1.41 – Final Completion

- 2. Part 2 – Products (Not Used)
- 3. Part 3 – Execution (Not Used)
- 4. Part 4 – Forms (Not Used)

B. Related Sections include the following:

- 1. Standard Form Construction Contract / Contract-1
- 2. Section 011800, Instructions to Contractors
- 3. Section 013110, Coordination
- 4. Section 013300, Submittals
- 5. Section 013100, Project Schedule
- 6. Section 017700, Project Closeout
- 7. Section 017100, Cleaning
- 8. All Other Sections of Division 1

1.02 SCOPE OF THE CONTRACT

- A. Work to be done under the Contract consists of furnishing all materials, all equipment, and performing the Work required by the Construction Documents hereinafter, described and necessary, to complete the construction of Little Egg Harbor MUA Office Addition Project.
- B. Work to be completed under the Contract consists of:
1. Completing all clarifications issued during the bid period whether as a response to questions, a Request for Information (RFI), information issued by LEH-MUA or Architect, and any other items contained in and executed as part of the Agreement.
 2. Completion of construction based on the Contract Documents.
 3. Furnishing all materials, equipment, labor and services required for completing the Work required by LEH-MUA approved construction documents, specifications and associated manuals and reference materials hereinafter, described and necessary, to complete the construction of the:

LITTLE EGG HARBOR MUA OFFICE ADDITION PROJECT & SITE IMPROVEMENT

823 Radio Road, P.O. Box 660
Little Egg Harbor, New Jersey 08087

- C. Perform all work in accordance with requirements of the General Conditions, the Agreement, per the direction issued in the RFP, and all related Contract Documents.
- D. All Work performed with regard to this Project shall conform to all Little Egg Harbor MUA standards, policies, rules, and guidelines. It shall also meet the requirements of the building codes and standards that apply to this Project.

PERMANENT UTILITY SERVICES

The Work shall include all operations necessary to place required utility services in operating condition, including service lines from points of connection shown on Drawings, permanent meters, connections, and inspections. The Work (when so scheduled) includes installation of gas pipes, electrical conduit, backboards, and terminal cabinets as shown, and cooperation with the serving utility company for the installation of other equipment and cables.

All other expenses in connection with utility service installations shall be borne by the General Contractor; however, upon receipt of certified cost statements, LEH-MUA. will reimburse General Contractor all charges made by serving companies in connection with permanent utility service installations.

Drawing notes and/or specification provisions of trade sections concerning utilities shall take precedence over the foregoing provisions.

1.03 WORK NOT INCLUDED

All items indicated in the Construction Documents as "N.I.C." (Not In Contract) or otherwise designated as not in contract work.

1.04 CONTRACT DOCUMENTS

The Work shall conform to the Construction Documents entitled Little Egg Harbor MUA Office Addition Project with Project Narratives, Project Specifications and Drawings.

1.05 TIME OF COMPLETION

- A. The Work of the Construction Phase to be performed under the contract shall be completed within the Contract Time, as defined in the Owner-Contractor Agreement, beginning with the date stipulated in the written Notice to Proceed issued by the LEH-MUA.
- B. Failure to complete the Work by the identified completion date will be subject to the Liquidated Damages identified in Paragraph 1.08.
- C. Final Payment Request shall be submitted within twenty (20) days after completion of the CONTRACT work, including all punch list items.
- D. Other terms and conditions related to contract time are contained in Article 5 of the Agreement, and Article 10 of Section 007000 Supplementary Conditions of the Project Manual.

1.07 LONG LEAD TIME MATERIALS AND EQUIPMENT

The General Contractor shall make every effort to demand of its Subcontractors and suppliers, relative to long lead time items, that they order such items well in advance of the scheduled time of installation. Time extensions for late ordering of such materials will not be allowed without approval of LEH-MUA.

1.08 LIQUIDATED DAMAGES

1.08.1 If the said Contractor shall neglect, fail or refuse to complete all work in accordance with the requirements of Division 1, Section 018000, "Construction Schedules and Milestones", or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner \$ 500.00 per day, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated above in the contract for the delivery. The said amount is fixed and agreed upon by and between the Contractor and LEH-MUA because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages LEH-MUA would in such event sustain, and said amount is agreed upon to be the amounts of damages which LEH-MUA would sustain and said amount shall be retained from time to time by LEH-MUA from current periodical estimates. It is further agreed that time is of essence of each portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract and additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

1.09 EXAMINATION OF SITE AND WORK

- A. Proposers must examine the location, physical conditions, and surroundings of the proposed Work and judge for themselves the extent to which these factors will influence the performance of the Contract Work.
- B. The Contract Documents for the Work show conditions as they are supposed or believed by the City to exist or will exist at time of award, but it is not intended, or to be inferred, that the conditions as shown thereon constitute a representation, express or implied by the LEH-MUA or its officers, that such conditions are actually existent, nor shall the General Contractor be relieved of the liability under its Contract, nor the LEH-MUA, or any of its officers, be liable for any loss sustained by the General Contractor as a result of any variance between conditions as shown in the Documents and the actual conditions revealed during the progress of the Work.

1.10 COOPERATION

In the entrance and exit of all workers and in bringing in, storing, or removing of materials and the erection and maintenance of equipment and in the manner and time of prosecuting the work, the General Contractor shall cooperate with those in authority on the premises to prevent the entrance of those whose presence is forbidden or undesirable, and shall observe all rules and regulations in force on the premises and avoid undue interference with the convenience, sanitation, and routine of LEH-MUA departments occupying the premises.

1.11 RESTRICTIONS TO THE WORK

- A. The City reserves the right to determine which of the General Contractor's operations is noise, dust, or dirt producing, or which disrupt utility service, or which constitute blocking of passageways, exits, entrances, etc., or which in any way constitute interference in the proper function of the building.
 - 1. General Contractor shall maintain clear access to all protection equipment at all times, including access to fire hydrants.
 - 2. Control of Tools: During the progress of the Work, all hand tools, including power driven hand tools, cables, ropes, and other implements shall be transported and retained, except when in use, in an approved locked toolbox. Care shall be taken that no tool is left unguarded or left where it might be taken by an unauthorized person.
- B. Work by Contractor is subject to inspection at any time and without notice by the LEH-MUA.

1.12 CUTTING AND PATCHING

- A. The General Contractor shall perform all cutting, patching, and finishing operations occasioned by the Work under the CONTRACT, whether or not such operations are indicated in the Contract Documents. All such operations shall be performed in the best practices of the various trades involved and to the satisfaction of LEH-MUA. All patching and finishing materials shall match existing adjacent surfaces in every respect, including design, type and quality of materials, finish, and color. Cutting, patching, and finishing shall include all such operations in existing areas required by the Work under the CONTRACT.
- B. Refer to Section 017329 - Cutting and Patching for additional information.

1.13 NOT USED

1.14 SHOP DRAWINGS

Furnish shop drawings as required in the various sections of the Specifications or as requested by LEH-MUA /Architect. Provide submittals in accordance with the instructions as described in Section 013300 – Submittal Procedures. Shop drawings shall be of sufficient size and scale to clearly show all details; shop drawings of millwork and cabinet work shall show molding full size. No materials shall be furnished or Work done on items requiring shop drawings prior to acceptance. Acceptance of shop drawings shall not relieve the General Contractor from responsibility for deviations from the CONTRACT Documents, nor from responsibility for errors or omissions of any sort in the shop drawings. Neither does such acceptance relieve the General Contractor from his

responsibility for the correct installation, or for the proper operation in service, of items requiring shop drawings.

1.15 CLEANING

During progress of Work and upon completion of each part of the Work as defined by the sections into which these Specifications are divided or as separated by the various trades involved in the Work, each area shall be cleaned of debris emanating from the Work. The General Contractor shall remove excess materials, waste, rubbish, and debris, and his construction and installation equipment from the premises. Any dirt and stains caused by the Work under the CONTRACT shall be removed from the surfaces of the structures and from equipment and fixtures. Final acceptance of the Work done under these Specifications will not be given until the cleaning has been inspected and approved by LEH-MUA.

1.16 EXISTING UTILITY LINES AND FACILITIES

- A. Except as indicated on the Drawings or in the Specifications, the General Contractor will not be liable for the rerouting of existing active underground lines, which may be discovered during the progress of the Work.
- B. In the event of damage to, or accidental disruption of utilities or services to occupied areas as a result of the General Contractor's operations, the General Contractor, at its sole expense, shall take immediate steps to repair or replace all damage and to restore all services.
- C. The General Contractor shall prosecute any such repair on a 24-hour per day continuous operation basis until such interrupted utility or service is completely restored.
- D. The General Contractor shall be fully and solely responsible for any and all claims resulting from damage as a result of negligence on the part of the General Contractor.
- E. Locations of existing utilities and services provided on the plans are approximate and shall be confirmed by the General Contractor in order to protect and maintain existing water, gas, sewer, irrigation, storm drain lines, lighting, power and telephone wire and conduits that are not to be demolished to ensure no disruption of Site utilities; as well as all identified subsurface structures or improvements.
- F. The General Contractor shall satisfactorily repair or replace, at its sole expense, damage to existing improvements of all kinds, including but not limited to all paved surfaces, sidewalks, curbs, gutters, concrete ramps and pathways to adjacent private and public property or rights-of-way, which results directly or indirectly by its operations.

- G. General Contractor shall make no alterations or improvements to existing utility services or facilities unless such Work is shown to be performed in the Contract Documents or explicit direction and approval is given by LEH-MUA or the Architect. Work carried out disregarding this instruction is subject to removal and replacement at the expense of the General Contractor and at no impact to the project schedule.

1.17 PROTECTIVE MEASURES

The General Contractor shall provide and maintain substantial and adequate protection as may be required to protect new and existing Work and all items of equipment and furnishings for the entire duration of Work. The General Contractor shall repair or make good any and all damage or loss it may cause to the building or other LEH-MUA property to the full satisfaction of LEH-MUA.

1.18 PROJECT ADMINISTRATION

All materials supplied and all Work done by the General Contractor shall be under the general administration of LEH-MUA or LEH-MUA's representative and in accordance with the CONTRACT Documents.

1.19 NOT USED

1.20 WORK IN PROGRESS UNDER OTHER CONTRACTS

It is anticipated that the work of other contractor's and/or General Contractor's may be concurrently in progress with the work of this contract. Refer to General Condition articles, "Other Contracts" and "Cooperation with Others."

1.21 JOB SITE ACCESS LIMITATIONS

- A. Instruct office personnel, workers, and those making deliveries that the only allowable access and egress to and from the job site is as approved in the traffic and pedestrian control plan required by Section 011800 - Instructions to Contractor. This control plan shall be coordinated with the provide Site Staging Plans.
- B. General Contractor represents that it has examined the job site and all LEH-MUA Project Documents appertaining to the aforementioned restrictions and conditions thereof, and all costs associated with compliance with same are included in the contract sum.
- C. Limit on-site parking for non-working vehicles to those areas indicated in the Site Staging Plans, or as further agreed by LEH-MUA during General Contractor's performance of the Work.
 - 1. Relocation and/or adjustments to permitted parking area shall be General Contractor's sole responsibility and may be required as Work progresses.

2. The General Contractor shall submit a plan for more specific delineation of or any requested additional vehicle parking for LEH-MUA's approval.
 3. On-site parking is a privilege and not a condition of this CONTRACT. General Contractor's inability to park vehicles on-site for any reason, including but not limited to lack of sufficient space due to the General Contractor's operations or revocation of privilege for cause by LEH-MUA shall not constitute a violation of the terms of the CONTRACT nor shall it be cause for additional cost to LEH-MUA.
 4. Damage of any kind to the General Contractor's vehicles shall not be the responsibility of LEH-MUA nor be cause for claim. All responsibilities associated with the privilege of on-site parking shall be entirely General Contractor's to bear.
- D. Vehicular traffic in Work areas of the job site shall be limited to those vehicles required to deliver labor or materials. Vehicles not actively supporting job site operations will not be permitted to remain within the work areas of the job site. LEH-MUA will determine, after conference with the General Contractor, which vehicles will be permitted access to the Work areas of the job site.

1.22 NOT USED

1.23 HAZARDOUS MATERIAL AND ABATEMENT

- A. In the event that hazardous waste is discovered during site preparation or construction the General Contractor shall notify the LEH-MUA's Project Manager and the Architect.
- B. The General Contractor shall ensure that the identified hazardous waste and/or hazardous material are handled and disposed in a manner specified by the State Hazardous Substances Control Law.
- C. Furnish LEH-MUA a current complete Material Safety Data Sheet (MSDS) for all hazardous material proposed for use at the job site. This shall include solvents, cleaning agents, chemical coatings, and any other materials for which OSHA regulations require MSDS documentation.
- D. The General Contractor shall provide a written statement that all materials and methods of use comply with all OSHA and applicable environmental regulations.
- E. Under no circumstances shall the General Contractor leave unused, excess, or waste classified hazardous materials on the property without first obtaining LEH-MUA's written approval to do so.

1.24 COMPLIANCE WITH REGULATIONS

Materials shall comply with the current rules regarding volatile organic compounds, and with Food and Drug Administration (FDA) rules and regulations for dangerous materials in construction materials.

1.25 CERTIFICATES REQUIRED

At the time of final application for payment, General Contractor shall submit the following certificates:

- A. PCB and Asbestos: Provide certificate attesting that PCB or asbestos containing materials have not been used on this project.
- B. Volatile Organic Compounds (VOC): Provide certificate attesting that materials containing volatile organic components are in compliance with all VOC requirements and regulations of Environmental Protection Agency (EPA), OSHA, and SCAQMD.
- C. Hazardous Waste: Provide certificate attesting that all hazardous waste, trash, debris, etc., have been disposed of in a manner which is in strict compliance with current regulations of EPA, state, city, and local districts and authorities.

1.26 NOT USED

1.27 NOT USED

1.28 PORTABLE EQUIPMENT

- A. Tools, job carts, trash carts, and wheeled equipment shall have pneumatic tires and conform to the guidelines for transportation set forth by the Infection Control Officer.
- B. Rolling Interior Scaffolds: Equip rolling scaffolds with pneumatic tires and rubber bumpers to prevent damage to walls and finishes. Except where an entire corridor or space is made available for the General Contractor's exclusive use, fixed and rolling scaffolds shall occupy no more than one-half the width of the area provided adequate space remains for foot traffic, and shall not block doors and doorways in use by occupants. Protect floors with planks or similar material as required to prevent marring or damage.

1.29 NOT USED

1.30 NOT USED

1.31 MATERIALS AND STORAGE REQUIREMENTS

- A. Available space for storage by General Contractor at the job site is designated in the Site Staging Plan. Any other on-site storage by the General Contractor will be subject to the approval of LEH-MUA and Architect.
 - 1. Staging and storage area for the approved delivery and storage of materials and equipment will be as indicated on the Site Staging Plan.
 - 2. The General Contractor shall submit a plan for a more specific delineation of or any requested additional storage or lay-down area for approval by LEH-MUA.
 - 3. If the privilege of use of construction site for storage or lay-down is revoked by LEH-MUA, because of General Contractor's abuse of that privilege or violation of any applicable requirements of the CONTRACT, other arrangements shall be made by the General Contractor at no additional cost to LEH-MUA.
- B. General Contractor shall obtain and pay for any additional storage or work areas needed for its operations in the performance of the Work at no additional cost to LEH-MUA.
- C. General Contractor shall review Site Staging Plan to examine the construction site and designated areas for parking, storage, and delivery made available for its use, and confirm that same are satisfactory and sufficient for its needs, or that such off-site accommodations have been made by General Contractor as it may have determined to be required to perform the Work.
- D. Perform all deliveries and storage operations in such a manner that they in no way hinder the Siter and the General Contractor's own operations.
- E. General Contractor shall cooperate and coordinate with LEH-MUA regarding the placement and storage of materials and equipment in order not to obstruct areas.
- F. General Contractor shall not block any roadways, emergency vehicle routes including temporary roads within the construction site with trucks, equipment, or materials without prior approval from LEH-MUA.
- G. Short term lay-down space will be allocated for deliveries, and the General Contractor shall move stored materials or equipment which interferes with

operations of the Site as directed, at no additional cost.

- H. Construction site and access road speed limits shall be established and enforced during the construction period.
- I. Perform all on-site receiving and inventory, inspection, offloading, storage, transportation as required, and safe-keeping of all materials and equipment utilized in its performance of the Work.
 - 1. Material deliveries shall be coordinated by the General Contractor with LEH-MUA.
 - 2. General Contractor shall arrange for the appropriate labor and equipment to receive and unload as promptly as possible.
 - 3. Equipment shall be properly grounded at all times.
 - 4. General Contractor shall not load any part of an existing structure or a structure under construction with any loads that may damage or endanger the stability or soundness of that structure or adjacent structures.
 - 5. General Contractor shall provide appropriate traffic control including safety cones, flag men, safety signs, etc., as required by construction activity.

1.32 LEH-MUA'S USE OF PREMISES

LEH-MUA reserves the right to occupy the space while the Project is ongoing.

LEH-MUA may authorize other contractors, tradesmen, and employees, to enter jobsite to perform necessary work. Cooperate with LEH-MUA all construction operations to minimize conflict and to facilitate LEH-MUA's usage.

1.33 NOT USED

1.34 DISCREPANCIES

- A. The General Contractor is responsible to resolve all discrepancies between the Contract Documents (Drawings, Narratives, Basis of Design and Specifications). RFIs shall be submitted to the LEH-MUA or the Architect addressing the discrepancy.
- B. In the event of a discrepancy between the Scoping Drawings, Narratives, Basis of Design and Specifications, or within the Specifications, immediately bring the discrepancy to the Architect's attention for decision before proceeding with the particular Work involved. Work carried out disregarding this instruction is subject to change and/or removal and replacement at expense of the General Contractor.

1.35 ALLOWABLE WORK HOURS

- A. The Normal Work hours are from 7:00 a.m. to 5:00 p.m. on Monday through Friday, excluding holidays.
 - 1. For work outside of these hours, the General Contractor must provide notification to LEH-MUA-a minimum of 48 hours in advance.
 - 2. Procedures for such notification will be developed jointly prior to the start of work by the General Contractor, with consideration of efficient field practice. If, in the judgment of LEH-MUA, such joint development is not satisfactory, LEH-MUA may elect to institute such formal or informal notification procedures as it may deem required.
 - 3. Upon receipt of proper notification from General Contractor, LEH-MUA will make a determination as to whether the General Contractor's proposed after-hours/weekend activities are permissible.

1.36 USE OF CONSTRUCTION SITE AND ADJACENT PREMISES

- A. Confine operations at construction site and adjacent premises to those areas permissible by:
 - 1. Applicable laws and ordinances.
 - 2. Applicable permits.
 - 3. LEH-MUA's Project Manager.
- B. Fire Safety and Interim Life Safety Measures.
 - 1. Weather emergency preparedness and response.
 - 2. Construction safety as defined herein. The strictest interpretation of the safety rules shall apply. Cal/OSHA shall be incorporated into the General Contractor's project safety policy.
- C. Enforce strict discipline and good order among the employees and other workers related to the performance of the Work. Under no circumstances will behavior offensive to employees, patients, visitors, or the general public be tolerated, and the General Contractor shall immediately remove and further ban from the job site any persons failing to comply with this standard.
- D. Ensure that all personnel are always properly dressed with OSHA approved clothing and safety gear. All personnel shall wear hard hats, proper work shoes, orange colored safety vests, shirts with sleeves and long pants at all times while on the construction site, except that within office trailers hard hats and vests will not be required to the extent permissible by OSHA regulations.

1. LEH-MUA reserves the right to refuse access to the construction site any person not properly equipped as defined above.
 2. General Contractor shall maintain in a convenient location in its construction site office trailers, a sufficient stock of hard hats and vests to equip authorized visitors and up to five additional LEH-MUA personnel at all times.
 3. The General Contractor shall provide first aid and eyewash stations to satisfy OSHA requirements.
 4. The General Contractor shall provide and maintain an MSDS kiosk updating all MSDS sheets on a regular basis to satisfy OSHA requirements.
- E. Do not employ in the performance of the Work:
1. Unfit persons.
 2. Persons not skilled in assigned tasks.

1.37. EMERGENCY TELEPHONE LIST

- A. General Contractor shall affix an emergency telephone list on the door to its trailer. A weatherproof 8-1/2" x 11" sign shall list the following information:
- NAME OF PROJECT
- JOB SITE LOCATION
- NAME OF ARCHITECT, TELEPHONE NO. AND CELLULAR NO.
- NAME OF GENERAL CONTRACTOR
- LEH-MUA'S PROJECT MANAGER, TELEPHONE NO. AND CELLULAR NO.
- GENERAL CONTRACTOR'S PROJECT MANAGER, TELEPHONE NO. AND CELLULAR NO.
- GENERAL CONTRACTOR'S SUPERINTENDENT, TELEPHONE NO. AND CELLULAR NO.
- GENERAL CONTRACTOR'S SAFETY MANAGER, TELEPHONE NO. AND CELLULAR NO. OTHER:
- B. The General Contractor shall also provide the emergency telephone list to LEH-MUA's Project Manager and Architect at the beginning of the project and update as required.

1.38. SAFETY

- A. The General Contractor shall submit his Project Safety Plan within fifteen (15) days of the issuance of NTP and prior to any field activities.

Compliance with Regulations:

1. Industry recognized principles, LEH-MUA policies of safety, the requirement of the Occupational Safety and Health Act (latest revision) shall be observed at all times during the duration of the CONTRACT, including but not limited to the use of hard hats, safety glasses, and protective clothing as well as other safety devices that may apply to a particular trade. The General Contractor shall conduct weekly safety meetings for all employees and subcontractors.
 2. Work shall be conducted in a manner to assure safety. The General Contractor shall insure that all trades perform their work in a manner to provide for the safety and wellbeing of its staff and the public.
- B. Neither the review nor approval of any plan showing the design of bracing, scaffolding, harnessing, or other provisions of worker protection, shall relieve General Contractor from its obligation to comply with Construction Safety Order Standards for the design and construction of such protective work, and the General Contractor shall indemnify LEH-MUA from any and all claims, liability, costs, actions, and causes of action arising out of or related to the failure of such protective systems. The General Contractor shall defend LEH-MUA, its officers, employees and agents in any litigation or proceedings brought with respect to the failure of such protective systems.

1.39. PERFORMANCE REQUIREMENTS FOR COMPLETED WORK

The CONTRACT Documents show the intended occupancy and use of the construction, and individual systems and facilities. Compliance with governing regulations is intended and required for the Work and for the Owner's occupancy and use.

1.40. SUBSTANTIAL COMPLETION

LEH-MUA, along with the Architect, will determine in writing that the construction of the Work, or designated portion thereof, is sufficiently complete, in accordance with the CONTRACT Documents, so LEH-MUA may occupy or use the Work, or designated portion thereof, for the use for which it is intended.

1.41. FINAL ACCEPTANCE

Refer to Section 017700, Contract Close-Out for requirements of final acceptance. Upon determination by LEH-MUA that the work is complete, a notice of Final Completion will be issued.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

* * * * *

END OF SECTION

SECTION 011100

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 - General
 - 1.01 - Summary
 - 1.02 - Related Documents
 - 1.03 – Project Description
 - 1.04 - Summary of Work
2. Part 2 – Products (Not Used)
3. Part 3 – Execution (Not Used)
4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Request for Proposal (RFP)
- B. Construction Documents
- C. Specifications

1.03 PROJECT DESCRIPTION

- A. Project Title: Little Egg Harbor MUA Office Addition Project
- B. Project Location: 823 Radio Road, P.O. Box 660, Little Egg Harbor, New Jersey 08087

1.04 SUMMARY OF WORK

- A. The scope of Work of this Contract consists of, but may not be limited to, the following:
 1. LEH-MUA has provided documents including but not limited to; Project General Requirements, the Construction Documents, Design Narratives, Specifications, Reference Documents and Reports that establish the functional requirements for the Work.

- I. Addition and Alteration to the existing Little Egg Harbor Municipal Utility Authority building. It is a one (1) level structure containing offices.
- II. Installation of an emergency generator and related tie-ins to the existing electrical services.
- III. Replacement of existing Fire Alarm and Detection systems.
- IV. Site improvements as follows:

The Scope of Work below outlines the general items and distribution of work and shall not be construed as being all inclusive. The work of this project consists of the following:

- A. Clear the site of any fixtures, structures, vegetation, or other obstructions that will prevent other areas of the scope of work. Payment for this item shall be paid under the lump sum line item "Clearing Site" of the Bid Form.
- B. Removal of concrete curb as shown on the contract drawings. Payment for this item shall be paid under the line item "Removal of Concrete Curb" of the Bid Form.
- C. Removal of concrete sidewalk as shown on the contract drawings. Payment for this item shall be paid under the line item "Removal of Concrete Sidewalk" of the Bid Form.
- D. Installation of concrete vertical curb as shown on the contract drawings. Payment for this item shall be paid under the line item "6"x8"x18" CONCRETE VERTICAL CURB (MUA SITE)" of the Bid Form.
- E. Installation of concrete vertical curb as shown on the contract drawings. Payment for this item shall be paid under the line item "6"x8"x18" CONCRETE VERTICAL CURB (COUNTY ROAD)" of the Bid Form.
- F. Installation of concrete sidewalk as shown on the contract drawings. Payment for this item shall be paid under the line item "CONCRETE SIDEWALK 4" THICK" of the Bid Form.
- G. Installation of detectable warning surface as shown on the contract drawings. Payment for this item shall be paid under the line item "TRUNCATED DOME DETECTABLE WARNING SURFACE" of the Bid Form.
- H. Installation of concrete apron as shown on the contract drawings. Payment for this item shall be paid under the line item "CONCRETE DRIVEWAY APRON, 6" THICK" of the Bid Form.
- I. Mill and pave the existing parking lot to a depth of 2" and restore with 2" of surface course as shown on the contract drawings. Payment for this item shall be paid under the line item "MILL AND OVERLAY 2" THICK" of the Bid Form.

- J. Installation of new parking area as shown on the contract drawings. Payment for this item shall be paid under the line item "NEW PARKING AREA" of the Bid Form.
- K. Installation of driveway striping and parking stall striping as shown on the contract drawings. Payment for this item shall be paid under the line item " STRIPING, THERMOSPLASTIC, 4" WIDE, WHITE" of the Bid Form.
- L. Installation of driveway striping and parking stall striping as shown on the contract drawings. Payment for this item shall be paid under the line item " STRIPING, THERMOSPLASTIC, 4" WIDE, YELLOW" of the Bid Form.
- M. Installation of driveway striping and parking stall striping as shown on the contract drawings. Payment for this item shall be paid under the line item " STRIPING, THERMOSPLASTIC, 4" WIDE, Blue" of the Bid Form.
- N. Installation of driveway striping and parking stall striping as shown on the contract drawings. Payment for this item shall be paid under the line item "ADA COMPLIANT PAVEMENT MARKINGS AND SYMBOLS" of the Bid Form.
- O. Installation of driveway striping and parking stall striping as shown on the contract drawings. Payment for this item shall be paid under the line item "PAVEMENT ARROWS AND LANE DESIGNATIONS" of the Bid Form.
- P. Installation of new eight feet (8') vinyl fence to match existing in the rear of the site as shown on the contract drawings. Payment for this item shall be paid under the line item "8' VINYL FENCE" of the Bid Form.
- Q. Installation of new site lighting shall be made under an allowance. Contractor shall be required to coordinate with Atlantic City Electric Company to complete all aspects of the installation and shall reimburse all expenses to Atlantic City Electric Company under the allowance. Payment for this item shall be paid under the line item "SITE LIGHTING" of the Bid Form and payment shall only be made in the amount of the work completed.
- R. Restoration of all trenches for natural gas, drainage, and conduit as required as shown on the contract drawings. Payment for this item shall be paid under the line item "TRENCH RESTORATION" of the Bid Form.
- S. Installation of a concrete pad for the natural gas generator as required in the dimensions provided on the contract drawings. Payment for this item shall be paid under the line item "CONCRETE PAD, 14" THICK" of the Bid Form.
- T. Installation of a concrete pad for the air conditioning condenser coils as shown in the dimensions provided on the contract drawings. Payment for this item shall be paid under the line item "CONCRETE PAD, 4" THICK" of the Bid Form.

- U. Installation of a new drainage system diverting the roof downspouts including connection to and reconfiguration of the existing drainage system as required and shown on the contract drawings. Payment for this item shall be paid under the line item "DOWNSPOUT DRAINAGE SYSTEM" of the Bid Form.
 - V. Restoration of all disturbed areas within the Ocean County right-of-way as required and shown on the contract drawings. Payment for this item shall be paid under the line item "COUNTY ROAD RESTORATION" of the Bid Form.
 - W. Restoration of all disturbed areas, fixtures, structures and appurtenances to pre-construction conditions as required and shown on the contract drawings. Payment for this item shall be paid under the line item "SITE RESTORATION" of the Bid Form.
-
- 2. Identifying and obtaining all required permits, inspections, testing and approvals for the project.
 - 3. Prepare and provide a project baseline schedule and provide monthly updates, inclusive of design, jurisdictional submittals and reviews, long lead procurements, construction, commissioning activities, and coordination with work by others
 - 4. All demolition, construction, and warranty maintenance work.
 - 5. Procuring and installing all equipment, unless otherwise specified.
 - 6. The General Contractor shall develop, execute and maintain an Injury and Illness Prevention Plan (See various references to a Safety Plan).
 - 7. Training Building Staff in the use, operation, and maintenance of the system.
 - 8. Other site features to the extent indicated in Civil Drawings.
 - 9. Provide all architectural finishes as indicated in the contract documents.
 - 10. Final construction cleaning of all construction areas shall be done by the General Contractor prior to turn over.
 - 11. General Contractor shall provide comprehensive planning and delivery of project closeout activities and deliverables.

1.05 COORDINATION

The Contractor shall be responsible for coordinating his work and that of all other contractors on the project. Any costs related to his coordinating shall be included in the various items of the Contractor's Bid Price. Coordination of the project shall also include the following:

- A. Contractor shall maintain communication with the Township Police, Fire and Emergency Services—both the proposed schedule of the work and accessibility constraints to these services. Pedestrian coordination is also required to ensure continuous and safe during sidewalk removal and replacement.
- B. Contractor is responsible for the location of all utilities, and for scheduling all work involved with utilities prior to construction. Contractor shall obtain all utility markouts, verify the locations of all utilities both horizontally and vertically and notify the engineer of any conflicts. Should the Authority be unable to locate any utility on the property, the Contractor shall be responsible for locating the utility. The Contractor shall also be responsible for coordinating all utility relocations that may be necessary or coordinating with the project engineer to shift the location of the proposed pipe installation. Approval from the Engineer is required for any pipe realignment. Test pits may be required to verify on-site utilities and may require hand excavation to protect existing infrastructure. All costs associated with this work shall be included in the related line item of the Bid Form.
- C. The contractor shall provide a detailed sequence of construction indicating periods of proposed drive entrance, sidewalk and business entrance closings. Should this schedule alter as the project progresses, Contractor shall provide an updated schedule a minimum of two (2) days in advance of the changes.
- D. Contractor shall, at no additional cost:
 - 1) Assume full responsibility for protection and safekeeping of products stored on and off premises.
 - 2) Not store products in locations that interfere with the operations of Owner, **public** or other Contractors. If stored products are found to interfere, Contractor shall move immediately without additional payment.
 - 3) Obtain and pay for all storage or work areas required for operations other than what are shown on the Contract Drawings.
 - 4) Not unreasonably encumber the site with materials and equipment.
 - 5) Properly store all equipment onsite and insure against damage, fire and/or explosion.
 - 6) Assume full responsibility for site safety within the work area.

1.06 SPECIAL RESTRICTIONS

- A. The building shall remain fully operational throughout the course of construction. The Contractor shall be required to make all reasonable accommodations to allow continued operation of the building during construction.
- B. The Contractor shall locate, protect, preserve and maintain in operation all existing water main, sanitary sewer and gas main located adjacent to the piping to be replaced. All water, gas and sanitary service laterals in the area of construction shall also be located, protected, preserved and maintained during construction. Any damage to the existing services caused by the contractor shall be repaired at no additional cost to the owner.
- C. Stockpile and staging area shall be located by the Contractor and approved by the owner.
- D. All work shall be in accordance with accepted standards. All demolition material and scraps shall be disposed of in a legal manner and in accordance with Local, State, and Federal or other agencies having jurisdiction

1.07 MISCELLANEOUS

- A. All bidders shall make arrangements to visit the site to verify the existing conditions and determine potential difficulties that may be encountered during construction. No extra monies will be paid for site/equipment contingencies.
- B. Contractor shall be responsible for obtaining all local permits including the Ocean County Road Opening Permit and Soil Erosion and Sediment Control Plan certification from the Ocean County Soil Conservation District.

1.08 WORK SEQUENCE

- A. All contracted work shall start immediately upon written notification to proceed by LEH-MUA. LITTLE EGG HARBOR MUA OFFICE ADDITION PROJECT Summary of Work 011100.
- B. The project's Work Sequence and Construction Schedule shall be as follows: 1. 2. 3. 4.
 - C. The preparation and submission for review and approval of equipment and systems' layout shop drawings shall begin immediately upon receipt of a Notice to Proceed from the Owner and shall be completed and submitted to the Architect within fourteen (14) calendar days. The preparation and submission for review and approval of the project's schedule of values and proposed construction schedule shall begin immediately upon receipt of a Notice to Proceed from the Owner and shall be completed and submitted to the Engineer within fourteen (14) calendar days. Final completion of the project shall be no later than thirty one (31) days after the Owner approved date of substantial completion. All required work which may affect the public and non-public areas adjacent

to the facility, including the adjacent parking, streets, sidewalks, must be scheduled with the Owner a minimum of two (2) weeks in advance of when work is to be performed.

- C. All work of this Contract is to be substantially completed in ONE HUNDRED (100) days by end of day. Contractor shall include in their bid amount all necessary extra labor and material charges, (including premium labor charges and quick-ship charges), that will be required to meet this schedule.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – FORMS (NOT USED)

* * * * *

END OF SECTION

SECTION 011800
INSTRUCTIONS TO CONTRACTORS WORKING AT
LITTLE EGG HARBOR MUA OFFICE ADDITION PROJECT

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes:

Part 1 – General:

- 1.01 – Summary
- 1.02 – Related Work Specified Elsewhere
- 1.03 Not Used
- 1.04 Not Used
- 1.05 Submittals

Part 2 – Products (Not Used)

Part 3 – Execution

- 1.01 – Training
- 1.02 – Utility Interruptions
- 1.03 – Project Site Controls

Part 4 – Forms (Not Used)

- ~~B.~~ This Section specifies administrative and procedural requirements for construction activities.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 010100, Project General Requirements
- B. Section 015000, Construction Facilities and Temporary Controls
- C. Section 017100, Cleaning

1.05 SUBMITTALS

All submittals are due within 30 days after issuance of Notice to Proceed.

- A. Project site security plan
- B. Project communication program

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.02 UTILITY INTERRUPTIONS

- A. General Contractor will provide all materials and labor to install temporary mitigations measures to minimize all utility interruptions. Including but not limited to all water, electrical services, voice/data, natural gas.
- B. The General Contractor shall arrange for and provide all utility services necessary to complete the work, including electrical current for power and lights and water supplies. The General Contractor shall provide, maintain and remove upon completion of work, all temporary connecting lines to sources of supplies, and temporary meters and accessories as needed.

3.03 PROJECT SITE CONTROLS

- ~~A.~~ Not Used.
- B. Noise mediation:
 - 1. The General Contractor on-site construction supervisor shall have the responsibility and authority to receive and resolve all complaints. A clear appeal process shall be established by the General Contractor prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.
 - 2. Maximum increase in noise shall be limited to approximately 15db over ambient.
 - 3. All noise-producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, air-inlet silencers where appropriate, and any other shrouds, shields, or other noise-reducing features in good operating condition that meet or exceed original factory specification. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.
 - 4. All mobile or fixed noise-producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.
 - 5. Machines shall not be left idling. Electric power shall be used in lieu of internal combustion engine power wherever possible. Equipment shall be maintained to reduce noise from vibration, faulty mufflers, or other sources.

6. Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.
 7. The General Contractor hours of material transport shall be restricted to the periods and days permitted by both this contract and local noise or other applicable ordinance.
 8. The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.
- C. Dust Control: Dust control and exhaust emission mediation is a critical factor given the proximity of construction to residential neighborhood. The following dust control measures shall be employed:
1. If necessary, install a water misting system along fence perimeter to prevent fugitive dust from creating a nuisance.
 2. Reduce the use of diesel fuel powered equipment and use equipment with alternative fuel whenever practical to minimize diesel exhaust emissions in areas close proximity to the operating offices.
 3. Control fugitive dust at active soil grading/excavation areas using water in a manner that would not impact soil compaction. Continuous wet-down may be required in the area of construction activity.
 4. Use of ground-covering such as mulch, wood chips, straws, hydro-seeding, surfactants, or plastic sheeting to cover inactive exposed areas to minimize fugitive dust.
 5. Cover tops of all haul trucks to eliminate fugitive dust.
 6. Use alternative fuel construction equipment (i.e., compressed natural gas, liquid petroleum gas, unleaded gasoline) and low-emission diesel construction equipment to the extent that the equipment is readily available and cost effective.
- D. Traffic Control: Submit to Architect for LEH-MUA's jurisdictional agency approval a traffic and pedestrian control plan for each phase of work outside LEH-MUA approved construction perimeter fencing including but not limited to the following:
1. Scheduling: Schedule haul trucks and material delivery trucks to prevent traffic congestion and impede the normal operation Limit the number of haul trucks on site and establish a haul route.
 2. Obtain and pay for permits and inspections necessitated by the use of public streets, sidewalks, curbs, and paving. Post guarantees and bonds that may be required, and repair and make good any damages thereto, acceptable to the authorities having jurisdiction, construct and maintain

temporary walks and bridges for pedestrians. Keep streets adjacent to the site open to vehicular and traffic.

3. Traffic Control: Flagmen must be provided for all activities within the roadways when reducing traffic lanes.
4. Traffic plating: Traffic rated trench plating: Open trenching within roadways is not permitted after working hours. Provide traffic rated plating and restore traffic to normal conditions at the end of each work day
5. Lighting and Signage: Provide all vehicular and pedestrian signage and lighting to reroute all traffic.
6. Haul roads shall be paved, lined with gravel or base material, or kept moist to minimize particulate matter emissions.
7. Roadways are to be kept clean at all times. Provide Weekly Street sweeping of campus roads around construction zones. More frequently if needed or requested by LEH-MUA.
8. Handling of soil shall be kept to a minimum.
9. Flagmen must be provided for heavy traffic operations including but not limited to daily shift transporting of employees, refuse transporting, equipment deliveries/removal, soil import/export, concrete placement, structural steel deliveries and large quantities of material deliveries.
10. Locate temporary roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, Work and storage areas, and other areas as required for efficient execution of the Work.
11. Keep fire hydrants and water control valves free from obstruction and accessible for use.
12. Indicate on a 24-hour basis all restricted and dangerous conditions existing on or adjacent to the site, illuminate barricades, danger signals, warning signs and obstructions at night and keep warning lights burning from one hour before sunset and until one hour after sunrise.
13. At completion of the Work, permanent roads and entranceways must be left in at least equal condition to that existing at the start of the Work, except as may be otherwise be required by the Contract Documents.

E. Parking:

Do not permit parking on site to interfere with activities related to the performance of the work. The General Contractor is responsible for providing offsite parking for all General Contractor construction personnel at no additional cost to LEH-MUA if LEH-MUA provided General Contractor parking area does not provide enough parking spaces for construction personnel.

F. Odors:

When odors are a LEH-MUA concern, arrangements shall be made by the General Contractor for their containment or control.

G. Vibrations:

1.Phase demolition, earthmoving and ground-impacting operations so as not to occur in the same time period, to the extent practicable. The total vibration level produced could be less when each vibration source operates separately.

2.Select demolition methods not involving impact, where practicable.

Avoid vibratory rollers and packers near vibration-sensitive areas.

H. Not Used.

PART 4 – FORMS (NOT USED)

* * * * *

END OF SECTION

SECTION 012020

PROGRESS MEETINGS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. To enable orderly review of progress during construction and to provide for systematic discussions of problems, the Architect will conduct project meetings throughout the construction period.
- B. In general, project meetings will be held at the job site in accordance with a mutually acceptable schedule.
- C. The purpose of the project meetings is analysis of problems that might arise relative to execution of the work.

1.3 RELATED SECTIONS

- A. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility as described in the general conditions and are not part of project meetings content.

1.4 QUALITY ASSURANCE

- A. Persons designated by the Contractor to attend and participate in project meetings shall have all required authority to commit the contractor to solutions as agreed upon in the project meetings.

1.5 SUBMITTALS

- A. Agenda Items: To the maximum extent possible, advise the architect at least twenty-four (24) hours in advance of the project meeting regarding all items to be added to the agenda.
- B. Minimum Agenda
 - 1. Review work progress since last meeting.
 - 2. Note field observations, problems and decisions.
 - 3. Identify problems which impede planned progress.
 - 4. Review off-site fabrication problems.
 - 5. Develop corrective measures and procedures to regain schedule.
 - 6. Coordinate projected progress with other prime contractors.
 - 7. Review submittal schedules, expedite as required to maintain schedule.
- C. Minutes: The Contractor shall compile minutes of each project meeting and shall distribute copies to LEH-MUA and the Architect. The Contractor shall make and distribute such other copies as he wishes. The Architect and/or LEH-MUA may issue amendments to the minutes as necessary. Contractor shall issue same to other interested parties.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

3.1 MEETING SCHEDULE

- A. Coordinate with the Architect as required to establish a mutually acceptable schedule for project meetings.

3.2 MEETING LOCATION

- A. Project meetings shall be held at the job site. Provide adequate space and facility including table, chairs, and lighting for proper conduct of meeting.

3.3 ATTENDANCE

- A. Assign the same person or persons to represent the contractor at project meetings throughout the construction period. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspects of the work are involved.

END OF SECTION

SECTION 012100

ALLOWANCES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General

- 1.01 – Summary
- 1.02 – Selection and Purchase
- 1.03 – Submittals
- 1.04 – Coordination
- 1.05 – Cash Allowances
- 1.06 – Lump Sum Allowances
- 1.07 – Unused Materials

2. Part 2 – Products (Not Used)

3. Part 3 – Execution

- 3.01 – Examination
- 3.02 – Preparation

4. Part 4 – Forms (Not Used)

B. This section includes administrative and procedural requirements governing allowances.

C. **Definition:** an **Allowance** is a predetermined value associated with a scope of work or services that has not been completely defined but is to be used to complete the scope of work or services for a cost that may be a portion of the predetermined Allowance value or all of the Allowance value.

Certain item(s) are specified in the Contract Documents by allowances. An Allowance has been established in lieu of additional requirements, and to address issues at a later date when additional information is available for evaluation and when direction can be issued taking into consideration all conditions, known and unforeseen. The allowance is for a lump sum and is for Design Revisions Prior to Jurisdictional Approval.

- D. Include in the Lump Sum Base proposal, all Allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts and by such persons or firms if and where directed by the LEH-MUA.
- E. Related Sections include the following:
 - 1. Section 012000 - Project Meetings
 - 2. Section 013000 - Submittal Procedures
 - 3. Section 013100 - Construction Schedule
 - 4. Section 013120 - Revisions to the Work
 - 5. Other Divisions/Sections for items of Work covered by allowances.

1.02 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise the LEH-MUA's Representative of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At LEH-MUA's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by LEH-MUA's Representative from the designated supplier.

1.03 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified in Section 013120 - Revisions to the Work, and for submittal of material review, submit per the requirements of Section 013000 - Submittal Procedures.
- B. Refer to Section 013120 - Revisions to the Work, for those costs allowed as part of the Work being completed and/or performed as part of the use of the Allowances.
- C. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.04 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

- B. When use of an Allowance is approved, it is the General Contractor's responsibility to fully integrate the Work being completed as part of that Allowance including but not limited to:
 - 1. Submittal Procedure
 - 2. Project Schedule
 - 3. Revisions to the Work Procedure
 - 4. Requirements of Divisions 2 through 16

1.05 CASH ALLOWANCES

- A. Allowance shall include cost to General Contractor of specific products and materials ordered by LEH-MUA's under allowance and shall include freight, and delivery to Project.
- B. General Contractor's costs for receiving and handling at Project site, bonds, insurance, installation, and similar costs related to products and materials ordered by LEH-MUA's under stated allowance shall be included as part of the allowance. No general condition costs, overhead, or profit shall be allowed for cash allowances, which shall be included in General Contractor's Contract Sum.

1.06 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to General Contractor of specific products and materials ordered by LEH-MUA's under allowance and shall include freight, and delivery to Project site.
- B. General Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by LEH-MUA's under stated allowance shall be included as part of the allowance. No general condition costs, overhead, or profit for the General Contractor shall be allowed for lump-sum allowances, as these shall be included in General Contractor's Contract Sum. General condition costs, overhead, or profit for the subcontractors will be allowed.

1.07 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to LEH-MUA's, after installation has been completed and accepted.
- B. If requested by LEH-MUA's Representative, prepare unused material for storage by LEH-MUA's when it is not economically practical to return the material for credit. If directed by LEH-MUA's Representative, deliver unused material to LEH-MUA's storage space. Otherwise, disposal of unused material is General Contractor's responsibility.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.02 PREPARATION

Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

PART 4 – FORMS (NOT USED)

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END OF SECTION

SECTION 012500

GENERAL CONTRACTOR'S REQUEST FOR INFORMATION

PART 1 - GENERAL

1.01 SUMMARY

A. This section includes:

1. Part 1 - General
 - 1.01 - Summary
 - 1.02 - Submittals
 - 1.03 – Quality Assurance
 - 1.04 – Response Time
2. Part 2 – Products (Not Used)
3. Part 3 - Execution (Not Used)
4. Part 4 – Forms (Not Used)

B. This Section covers general requirements for General Contractor's Requests for Information (RFI). It contains procedures to be followed upon discovery of any apparent conflict, omission, or errors in the scoping documents, Amended Scoping Documents or Contract Documents or upon having a question of an interpretation.

C The General Contractor will submit requests for information electronically, unless otherwise instructed by LEH-MUA.

D. Related Sections:

1. 007000: Supplementary Conditions for changes in the Work.
2. Section 012020: Project Meetings
3. Section 013110: Coordination
4. Section 013300: Submittals

1.02 SUBMISSION OF RFI'S

A. All RFI's shall be submitted electronically.

B. Submit a Request for Information to the Architect when:

1. An unforeseen condition or constructability question occurs.
 2. Questions regarding information in the Contract Documents arise.
 3. Information not found in the Contract Documents is required
- C. RFIs shall be submitted within a reasonable time frame so as not to interfere with or impede the progress of the Work. The General Contractor shall make every effort to keep the number of RFIs to a minimum.
- D. When the response to an RFI effects the cost or time duration of the project, notify the Architect in accordance with the General Conditions at the time of the submittal. Notification shall occur prior to commencing such work, so that the change order process can be initiated.
1. At time of the time of submittal of the RFI, notify the Architect to the time available before the response will cause a time or cost impact to the Project.
 2. General Contractor shall include/input information on potential cost or time impacts in the RFI section.
 3. An answered RFI shall not be construed as approval to perform extra work.
- E. Form of Submittal:
1. Each request shall include the following information:
 - a. Project name, as listed on the Contract Documents, and LEH-MUA (this information will automatically be generated)
 - b. Date (automatically generated, and can be modified if required)
 - c. RFI number (automatically generated, and can be modified for revisions. See paragraph 1.03C below)
 - d. Name, address, telephone and fax number of the General Contractor (General Contractor name, and additional information can be selected from a “drop-down” menu)
 - e. Number and title of affected Specification Section(s)
 - f. Drawing numbers and detail numbers as appropriate
 - g. Clear, concise explanation of information or clarification requested.
 - h. Blank, lined spaces for Architect's response (automatically provided electronically on the RFI form)

- i. Signature block for Architect to acknowledge review of Architect's response (automatically provided by electronically on the RFI form)
 - j. Mark each page of each RFI attachment in the lower right corner with the RFI number.
 - k. Number submitted RFIs consecutively (automatically generated and can be modified for revisions)
 - l. RFI forms shall be submitted electronically to the Architect. RFI's from subcontractor or material suppliers shall be submitted through the General Contractor. General Contractor shall review all such information request prior to submitting to the Architect. RFI responses will be returned to the General Contractor electronically.
 - m. Elements of the Building Information Modeling (BIM) may be used as a "screen shot" image of portions of the BIM itself. File format: e.g. DWF, DWG, RFT, NWD, or link will be determined during the review process, and approved by the LEH-MUA and Architect.
- F. RFIs not meeting the requirements of this Section will not be answered and any consequential impact on the project shall be the sole responsibility of the General Contractor. Unanswered RFIs will be returned with a notification of "Not Reviewed."
- G. RFI Log: General Contractor shall maintain and update the log weekly and furnish to the Architect when requested. The log shall contain the following minimum information:
 - 1. RFI number
 - 2. Date submitted
 - 3. Brief description of content or subject
 - 4. Date answered
- H. Allow a minimum of fourteen (14) calendar days for review and response. The response time will be increased if more information is required, when the RFI is submitted out of sequence, or if in the opinion of the Architect, more time is required to answer the RFI.

1.03 QUALITY ASSURANCE

- A. Carefully review the Contract Documents before submitting a RFI to the Architect. Verify that the information requested is not indicated in the Contract Documents or cannot be determined from a careful review.
 - 1. The Architect may not answer RFIs for information that is readily available in the Contract Documents.
- B. RFIs requesting clarification of coordination issues shall include the General Contractor's suggested solution as an attachment to the RFI.
 - 1. Such coordination issues include, but are not limited to, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items.
 - 2. Provide scaled drawings or sketches indicating the proposed solution in Adobe Acrobat "pdf" format attached to RFI.
 - 3. RFIs which do not include a suggested solution will not be answered.
- C. Number RFIs sequentially. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be number 00001. The second RFI would be number 00002. The first resubmittal of RFI #00002 would be #00002R1, and an additional resubmittal would follow the sequencing and be RFI #00002R2. RFIs will automatically numbered by the software and can be manually over-ridden for resubmittal numbering.
- D. All RFIs shall be limited to one subject and/or discipline.
- E. An answered RFI shall not be construed as approval to perform extra work. Should an RFI include direction that is construed by the General Contractor as a change to the Contract Documents it must then be submitted using the procedures defined in Section 013120- Revisions to the Work.
- F. Do not use RFIs for the following:
 - 1. To request approval of submittals.
 - 2. To request approval of substitutions.
 - 3. To request changes to the Contract Documents and to confirm action taken by the General Contractor for requested changes/substitutions to the Contract Documents.

1.04 RESPONSE TIME

- A. The response time by any responder shall be completed within 14 days from the day of issuance. In some cases, additional time may need to be lengthened for complex issues, confirmation with the jurisdictional agency, or shortened for emergency situations, as mutually agreed in writing between parties.
- B. For all RFIs copied to the Architect as described in 1.02.A.2, the Architect will provide any additional information or clarification within five (5) days that the final response has been provided and returned to the General Contractor.
- C. Should General Contractor proceed with the Work affected before receipt of a response, within the duration described above, any portion of the Work which is not done in accordance with the interpretations, clarifications, instructions, or decisions is subject to removal or replacement and General Contractor shall be responsible for all resultant losses.
- D. Failure to Agree: In the event of failure to agree as to the scope of the Contract Requirements, General Contractor shall follow procedures set forth in the General Conditions and Section 007000 Supplementary Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 – FORMS (NOT USED)

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END OF SECTION

SECTION 012600

MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Minor Changes in the Work: The Architect will issue instructions authorizing minor changes in the Work on AIA Form G710.
- B. Owner-Initiated Change Order Proposal Requests: The Architect will issue a description of proposed changes in the Work that require adjustment to the Contract Sum or Time. The description may include supplemental or revised Drawings and Specifications.
 - 1. Proposal requests are for information only. Do not consider them an instruction to stop work or to execute the proposed change.
 - 2. Within 3 days of receipt, submit an estimate of cost necessary to execute the change for the Owner's review.
 - a. Include an itemized list of products required and unit costs, with the total amount of purchases.
 - b. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Indicate the effect the change will have on the Contract Time.
 - 3. Contractor shall endeavor to solicit reasonable prices from high quality Subcontractors for any additional work required.
- C. Contractor-Initiated Proposals: When unforeseen conditions require modifications, the Contractor may submit a request for a change to the Architect.

1. Describe the proposed change. Indicate reasons for the change and the effect of the change on the Contract Sum and Time.
 2. Include an itemized list of products required and unit costs, with the total amount of purchases.
 3. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
- D. Proposal Request Form: Use AIA Document G709.
- E. Allowance Adjustment: Base Change Order Proposals on the difference between the purchase amount and the allowance, multiplied by the measurement of work-in-place. Allow for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs only when indicated as part of the allowance.
 2. Prepare explanations and documentation to substantiate margins claimed.
 3. Submit substantiation of a change in work claimed in the Change Orders related to unit-cost allowances.
- F. Submit claims for increased costs because of a change in the allowance, whether for purchase order amount or handling, labor, installation, overhead, and profit. Submit claims within 7 days of receipt of authorization to proceed. The Owner will reject claims submitted later than 14 days.
- G. Construction Change Directive: When Owner and Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714 instructing the Contractor to proceed with a change.
1. The Construction Change Directive contains a description of the change and designates the method to be followed to determine change in the Contract Sum or Time.
- H. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completing the change, submit an itemized account and supporting data to substantiate Contract adjustments.
- I. Change Order Procedures: Upon the Owner's approval of a Proposal Request, the Contractor will issue a Change Order on AIA Form G701.

END OF SECTION

SECTION 012900

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - 2. Submit the Schedule of Values at the earliest possible date but not later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line-item for each Specification Section.
 - 1. Include the following Project identification:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
4. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased, or fabricated and stored, but not yet installed.
5. Provide separate line items of initial cost of the materials, for each subsequent stage of completion, and for total installed value.
6. Show line items for indirect costs and margins on costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

- a. Items that are not direct cost of work-in-place may be shown as separate line items or distributed as general overhead expense
- 7. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- C. Applications for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
- D. Payment-Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- E. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- F. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- G. Transmittal: Submit 3 executed original copies of each Application for Payment to the Architect. One copy shall be complete, including waivers of lien and similar attachments.
 - 1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- H. Waivers of Mechanics Lien: Submit final Applications for Payment with final waivers from every entity involved with performance of the Work covered by the application who may file a lien. Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. List of principal suppliers and fabricators.
 - 3. Schedule of Values.
 - 4. Contractor's construction Schedule.
 - 5. Copies of building permits.
 - 6. Copies of licenses from governing authorities.
 - 7. Certificates of insurance and insurance policies.
- J. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
 - 1. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - a. Final cleaning.
- K. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion or Project close-out requirements.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the Owner.

END OF SECTION

SECTION 013100

PROJECT SCHEDULE

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

- 1. Part 1- General**
 - 1.01 – Summary
 - 1.02 – Definitions
- 2. Part 2 – Products**
 - 2.01 – Scheduling Software
- 3. Part 3 – Execution**
 - 3.01 – General Scheduling Requirements
 - 3.02 - Schedule Orientation Meeting
 - 3.03 - Preliminary Contract Schedule
 - 3.04 - Baseline Schedule
 - 3.05 - Official Progress Schedule
 - 3.06 - Monthly Update of Official Progress Schedule
 - 3.07 - Short Interval Schedule
 - 3.08 - Recovery Schedule
 - 3.09 - Logs and Reports
 - 3.10 - Distribution
 - 3.11 - Holiday Schedule
 - 3.12 - Time Impact Analysis for Change Orders, Delays and General Contractor's Requests
 - 3.13 - Performance Monitoring
- 4. Part 4 – Forms (Not Used)**

B. Related sections

1. Document 007000 - General Conditions
2. Section 012700 - Coordination
3. Section 013000 - Submittals
4. Section 013700 – Schedule of Values

1.02 DEFINITIONS

- A. **Baseline Schedule** - The General Contractor's initial CPM Progress Schedule presenting an orderly and realistic plan for completion of the entire Work of the Project. When accepted by the LEH-MUA's Project Manager and Architect, the Baseline Schedule becomes the initial version of the Official Progress Schedule. The Baseline Schedule is prepared in chart or graph format, consistent in all respects with the Contract Time(s) and order of Work, presented in sufficient detail to show the chronological relationship of all activities of the Project including but not limited to planned starting and completion dates of various activities, submittal of Shop Drawings and Product Data, procurement of materials and equipment, and deliveries of materials and equipment.
- B. **CPM Progress Schedule** – The General Contractor's Progress Schedule prepared in CPM Precedence format using the scheduling software listed in Item 2.01, "Scheduling Software."
- C. **Critical Path** - The set or sequence of predecessor/successor activities which will take the longest time to complete. The duration of the critical path is the total time (in working days) between the start and end activities along the path. Thus, the critical path can be defined as the longest possible path through the "network" of project activities. The duration of the critical path represents the minimum time required to complete a project. Any delays along the critical path would imply that additional time would be required to complete the project.
- D. **Total Float** – The number of work days either the start or completion of an activity can be delayed without impacting the project completion date. The General Contractor does not "own" the float.
- E. **Network Window** – Also known as "fragnets", Network Windows must be provided as needed to 'explode' a section of the Official Progress Schedule to show the effects of proposed changes or delays to the schedule.
- F. **Official Progress Schedule** - The General Contractor's Progress Schedule and all revisions (per paragraph 3.08) accepted by LEH-MUA, in accordance with the requirements of the Contract Documents.
- G. **Preliminary Contract Schedule** - The General Contractor's initial CPM Progress Schedule presenting its detailed sequence of early operations including procurement of materials and equipment for a minimum of ninety (90) Days from the official Contract start date stated in the Notice to Proceed.
- H. **Recovery Schedule** – General Contractor's detailed schedule indicating how General Contractor intends to recover lost time.
- I. **Revised Official Progress Schedule** – A proposed Schedule submitted with the General Contractor's written request to revise the current version of the Official Progress Schedule. If LEH-MUA accepts the General Contractor's request to revise the Official Progress Schedule, it becomes the new current version of the Official Progress Schedule.

- J. **Schedule Milestone** – An activity in a CPM schedule to mark a particular point in time. Schedule Milestones do not consume any time or resources.
- K. **Short Interval Schedule** - The General Contractor's four-week schedule, updated weekly, showing the past week, the week submitted, and two weeks thereafter. The Short Interval Schedule must correlate with the current version of the Official Progress Schedule and reference the appropriate activity numbers. The Short Interval Schedule must indicate the actual start and finish dates of all activities on the Official Progress Schedule that are started or finished during the time period encompassed by the Short Interval Schedule.
- L. **Updated Official Progress Schedule** – The current version of the Official Progress Schedule updated monthly to include the actual start and finish dates of activities and the percentage of completion of each activity. Actual start and finish dates must be identical to the actual start and finish dates indicated on the General Contractor's Short Interval Schedule submissions.
- M. **Weather Calendar** – An Activity Calendar (reference paragraphs 3.04 .D .6 and .D .13 of this Section) that must be submitted concurrent with the Baseline Schedule, demonstrating the anticipated effects of rain on the General Contractor's schedule.

PART 2 - PRODUCTS

2.01 SCHEDULING SOFTWARE

- A. The Project Schedule shall work with the latest version of "Microsoft Project", (unless otherwise directed by LEH-MUA), to produce the CPM Progress Schedule. All CPM Progress Schedules must be produced using the Precedence Diagramming Method (PDM).

PART 3 - EXECUTION

3.01 GENERAL SCHEDULING REQUIREMENTS

- A. The General Contractor shall provide a cost-loaded Project Schedule for the Work in accordance with the requirements in the following paragraphs:
 - 1. Personnel preparing CPM Progress Schedules must be qualified and experienced in using Microsoft Project software to prepare Critical Path Method ("CPM") schedules and must be capable of producing the schedules and reports required by this Section. Within seven (7) Days after the official Contract start date stated in the Notice to Proceed (NTP), General Contractor must submit for LEH-MUA's acceptance, the qualifications of General Contractor's proposed scheduler.
 - 2. General Contractor must provide LEH-MUA with a PDF version of the full size plot of each schedule submission and electronic copies of the schedule

data files uploaded to the project server along with a CD(s) that is permanently labeled to indicate the contents of the CD and include the submittal number and data date. Refer to Section 013000, Submittals for additional information.

3. The Project Time for completion of the entire Project and the Milestone times must adhere to the start and finish times stated in the Contract Documents, unless General Contractor formally requests, and LEH-MUA's Project Manager approves in writing, earlier (advanced) time(s) of completion. Approval of such request shall be at LEH-MUA's discretion and must be in the form of a Change Order.
4. **Total** Float is not for the exclusive benefit of the General Contractor. The General Contractor must NOT include contingency activities.
5. Failure of the Official Progress Schedule to include an element of the Work required for performance of this Contract, or inaccuracy in Official Progress Schedule, will not relieve General Contractor from responsibility for accomplishing all the Work required and will not constitute grounds for delay.
6. The Project Schedule shall portray all significant activities of the project including each trade or operation and materials submittals, shop drawings, equipment data, procurement of materials, scheduled inspections, or other installations, and required review and approval durations by the General Contractor, Jurisdictional Agencies and the Architect/LEH-MUA. Each activity shall have duration not to exceed fifteen (15) working days.
7. Each activity in the schedule, shall include the following information: Activity Number, Description, Duration, Calendar ID, Early start date, Late start date, Early finish date, Late finish date, Identification of activities which comprise its successors and predecessors and Total float. Activity Numbers must have the same number of characters for ALL activities.
8. The General Contractor's Network shall consist of, but not limited to the following:
 - a. Proposed Procurement Activities including mobilization, shop drawing and sample submittals and the fabrication and delivery of key and long-lead procurement elements and indicate intended submittal dates and realistic delivery dates for fabrication and delivery activities.
 - b. Proposed Duration for Activities shall be in units of whole working days and shall be limited to a maximum of fifteen (15) working days for each activity.
 - c. Proposed Logic and Sequencing of Activities, including all construction phases and the logic between the phases.
 - d. Proposed Activities cross-referenced to a line item in the proposed Schedule of Values.

9. If the General Contractor fails to substantially comply with the scheduling requirements of the Contract Documents, the General Contractor hereby agrees, in such instance, to comply with such schedules as LEH-MUA develops, or directs, and activity sequences as LEH-MUA may reasonably require, without additional cost to LEH-MUA (subject only to cost adjustments for such changes in the work as LEH-MUA may direct), to ensure completion within the Contract time. The General Contractor shall cooperate with LEH-MUA supplying data and requested information necessary for all stages of schedule development, modification and updating.
10. LEH-MUA shall have the right, at its option, to retain the services of scheduling consultants or experts (including attorneys if necessary in their opinion) to prepare a schedule in accordance with the contract Documents. This schedule will be used to allow LEH-MUA to evaluate the work by the General Contractor and to determine whether the General Contractor is substantially complying with the Contract Documents. All costs incurred by LEH-MUA in preparing this schedule shall be charged to the General Contractor.

1.02 SCHEDULE ORIENTATION MEETING

- A. Within twenty-one (21) Days of the official Contract start date stated in the Notice to Proceed, Architect/LEH-MUA's Project Manager will conduct a Schedule Orientation Meeting to review the requirements of the Contract Documents for preparing, submitting, updating, and revising the various Project schedules. This is a separate meeting from the Preconstruction Conference and is dedicated exclusively to discussions about the scheduling requirements for the Project.
- B. General Contractor must review the requirements of the Contract Documents related to scheduling prior to the meeting and be prepared to discuss its general approach to meeting the requirements. This meeting must be attended by:
 1. Architect/LEH-MUA's Project Manager or designee.
 2. General Contractor's Authorized Representative and scheduler.
 3. General Contractor's QC Manager (See Section 014000, Quality Control)
 4. Representatives from Sub-contractors
 5. Any other personnel deemed advisable to attend by LEH-MUA or General Contractor.
- C. The following items will be reviewed and discussed during the meeting:
 1. Qualifications of General Contractor's scheduler
 2. Schedule preparation and submission requirements
 3. Level of involvement of Sub-contractors in the schedule development effort

4. Schedule updates.
5. Schedule revisions.
6. Recovery Schedules
7. Short Interval Schedules (SIS)
8. Establishing the time element of Change Orders
9. Definable Features of Work
10. LEH-MUA Holidays and Hours of Work
11. Technical Scheduling Requirements
12. Data exchange and communication.

1.02 PRELIMINARY CONTRACT SCHEDULE:

- A. The General Contractor shall submit the Preliminary Contract Schedule, within ten (10) calendar days, after receipt of the Notice to Proceed (NTP) on CD that is compatible with Microsoft Project, and four (4) PDF hard copies plots for review. The Preliminary Contract schedule shall indicate the sequence of operations, description of the Work, calendar definition and duration showing entire job performed within the specified Contract Time.
- B. The Preliminary Contract Schedule must be a time-scaled, precedence CPM diagram. The data/status date for the Preliminary Contract Schedule must be the first day of the Contract Time as stated in the NTP.
- C. The Preliminary Contract Schedule shall be a composite reflection of the exact job requirements needed to carry out all phases of work and to complete the work in accordance with the Contract Documents.
- D. The Preliminary Contract Schedule shall indicate the sequence of activities planned, the area within the facility of the work activity, logic ties or interdependence of the activities, and the time estimated in working days to perform each activity.
- E. The Preliminary Contract Schedule must include:
 1. The General Contractor's general plan of Work in accordance with the Milestones and Project Time(s) stated in the Contract Documents.
 2. Details of General Contractor's planned mobilization.
 3. Sequence of early operations including procurement of materials and equipment for a minimum of ninety (90) Days from the official Contract start date stated in the Notice to Proceed.
 4. All mandatory activities, sequences, and durations required in the Contract Documents including but not limited to:
 - a. A start Milestone for the Notice to Proceed;

- b. An activity for verification of all existing conditions and dimensions.
 - c. An activity for installation of temporary site enclosure fence and
 - d. Submission of all pre-construction submittals.
- F. Architect/LEH-MUA's Project Manager will review the Preliminary Contract Schedule for conformance with the requirements of the Contract Documents. Architect/LEH-MUA's Project Manager will return the Preliminary Contract Schedule with comments within fourteen (14) days after receipt. The General Contractor shall incorporate all the revisions requested by LEH-MUA and submit the final schedule within seven (7) calendar days of its receipt from LEH-MUA.
- G. If the schedule duration proposed by the General Contractor is less than the completion date in the NTP, the proposed schedule will not nullify the General Contractor's right to the NTP duration.
- H. The Schedule of Values shall be prepared and submitted together with the Preliminary Contract Schedule.
- I. General Contractor must use LEH-MUA accepted Preliminary Contract Schedule with LEH-MUA's comments as the basis for the Baseline Schedule submission. Unless otherwise requested by the General Contractor and approved in writing by LEH-MUA's Project Manager, the activities, durations, and logic that appear in LEH-MUA accepted Preliminary Contract Schedule must remain unchanged in the Baseline Schedule submission.

1.03 BASELINE SCHEDULE:

- A. The General Contractor must use the LEH-MUA-accepted Preliminary Contract Schedule (with LEH-MUA's comments incorporated) as the basis for the Baseline Schedule.
- B. Within ninety (90) days from the Notice to Proceed, General Contractor must submit a Baseline Schedule presenting an orderly and realistic plan for completion of the entire Work of the Project including consideration of and compliance with all Milestones, activity sequencing, activity durations, and other scheduling restrictions imposed by the requirements of the Contract Documents. The Baseline Schedule submittal must include four (4) schedule prints (plots) and corresponding electronic data files on Compact Disks (CDs) and uploaded to the project server. The electronic files on Compact Disks (CD's) must include a complete schedule Back-up file that has been formatted as a "back-up" and is "restorable" by the Owner's scheduler. The CDs must be permanently labeled to indicate the contents of the CD and include the submittal number and data date.
- C. All Listed sub-contractors must sign a copy of the Baseline Schedule and provide a letter transmittal indicating they have reviewed and accepted the Baseline Schedule.
- D. The Baseline Schedule submission must include and/or comply with the following minimum requirements:

1. Provide a time scaled, CPM schedule in precedence format, with the Critical Path highlighted. No more than 15% of activities can be critical or “near critical.” “Critical” is defined as having zero calendar days of Total Float, and “Near Critical” is defined as having 1-5 calendar days of Total Float.
2. Show the plan for completion of the Work for each Milestone within the time(s) specified. Each activity must be coded to its corresponding Milestone.
3. Provide a list identifying all imposed constraints (restraints). Activity constraints must be limited to constraints imposed by the Contract Documents unless otherwise specifically approved in writing by LEH-MUA’s Project Manager.
 - a. Contract Start Milestones shall be constrained by “Start No Earlier Than” constraints.
 - b. Contract Completion Milestones shall be constrained by “Finish No Later Than” constraints.
 - c. “Mandatory”, “Start On”, and “Finish On” constraints shall not be allowed.
 - d. Inclusion of any other constraint shall only be allowed to accurately reflect the project and is subject to acceptance by LEH-MUA.
4. The data/status date for the Baseline Schedule must be the first day of the Contract time as stated in the NTP. The “Must Finish By” date must coincide with the contractual total Project duration.
5. Each activity will include, but not be limited to:
 - a. Description of what work is occurring, and where, including the location, such as floor area, building quadrant, etc.;
 - b. Work Day duration;
 - c. No single activity shall have more than one Sub-contractor responsible for its performance.
6. Activity Calendars:
 - a. Indicate all activity calendars used.
 - b. Provide separate Activity calendars for a global seven day per week calendar; a work day calendar; and a Weather calendar.
 - c. Each Activity must be assigned to the appropriate Activity Calendar. There may be other calendars for shift work, offsite fabrication, or other considerations.
 - d. The global seven-day calendar must have no non work days.
 - e. See ‘Item m’ below for details regarding the Weather calendar.
7. All completion Milestones required by the Contract Documents must be shown on the specific Milestone completion date(s) identified in the

Contract Documents and must be attached to a seven-day/week activity calendar.

8. Include dependencies (relationships) and logic ties between activities. Open-ended activities are not permitted.
9. Unless otherwise Approved in writing by Architect/LEH-MUA's Project Manager, no single activity on the schedule shall have a duration longer than fifteen (15) workdays, except for fabrication, procurement, Punch List, and equipment commissioning (run-in) activities.
10. Schedule activities shall be cost-loaded in whole dollars and the assigned dollar value (cost-loading) of each activity of the Network shall cumulatively equal the specified Bid Item Breakdown and Total Contract Amount. Mobilization, bond and insurance costs may be shown separately; however, other General Conditions costs, overhead, profit, etc., shall be prorated throughout all activities. For any items that the General Contractor intends to bill for stored materials, these items need to be shown as separate "material procurement" activities in the schedule and the material dollars only placed on these activities. Billing for stored materials on any other schedule activities not broken out in this manner will not be allowed.
11. General Contractor shall assign manpower-loading for each activity of the Network. In addition, the General Contractor shall prepare and submit a separate manpower summary analysis in graphic format depicting manpower by sub-contractor and aggregate. The graph(s) shall show the number of man-days of effort, by month, over the duration of the Project Schedule.
12. For all major equipment and materials fabricated or supplied for this project, the network shall show a sequence of activities including:
 - a. Preparation of shop drawings and sample submissions. Any accepted costs associated with submittal preparation shall be assigned to the approval of the particular submittal.
 - b. Shop fabrication and delivery (including transit time). Advanced purchases such as mill orders or other major equipment purchases shall be carried as separate cost loaded activities.
 - c. Erection or installation.
 - d. Field Testing of equipment and materials. Testing and Inspection shall be cost and labor loaded to the extent of the effort necessary in the field.
13. The schedule shall include a detailed plan for preparation, submittal, review, re-submittal, if required, and acceptance for detailed MEP/Structural/Architectural Coordination Documents prepared by the individual trade General Contractor utilizing CAD backgrounds supplied by the Architect.

14. If requested by LEH-MUA, the General Contractor shall furnish a written narrative of the General Contractor's determination of durations for critical activities. Such explanation shall include the number of crews, crew composition, number of shifts per day, number of hours in a shift and the number of work days per week. The General Contractor shall provide a list of the major items of construction equipment intended for use on this Contract's operations including types, number of units, unit capacities and the proposed time each piece of equipment will be on the job, keyed to the activities on which the equipment will be used.
15. Schedules which show negative float will not be accepted by LEH-MUA, nor will negative float be a basis for time extensions for Change Order activities, unless the approved change order activities are the cause for negative total float on the critical path.
16. Float is administered by LEH-MUA. Float is owned by LEH-MUA and is not for the exclusive use or benefit of either General Contractor or LEH-MUA. No time extensions to the Contract time will be granted, nor delay damages paid, unless a delay occurs which impacts the Critical Path and extends the contract completion date.
17. Activity durations shall be the total number of actual days required to perform each activity.
18. Weather:
 - a. The General Contractor must consider, and the Baseline Schedule must include, the anticipated impact of weather delays on the completion of the Work.
 - b. The General Contractor must submit, for LEH-MUA acceptance, a separate Weather Calendar (reference paragraph 3.04.D .6 of this Section) indicating the number of anticipated days of work "lost" per month due to inclement weather.
 - c. The Weather Calendar shall be based on a combination of historical weather data for the site/geographical area and the nature of the General Contractor's planned Work during a given month. Normal weather conditions have been determined by an assessment of average historical climatic conditions based upon the preceding ten (10) year records published for the locality by the National Oceanic and Atmospheric Administration (NOAA). The following monthly allowance for normal weather shall be incorporated into the General Contractor's baseline schedule development using a weather calendar based on the allowance per period, applied to those activities exposed to weather. The duration of the rain allowance shall be determined from table below.

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

[INSERT THE NUMBER OF DAYS OF LOCALLY ANTICIPATED ADVERSE WEATHER ON A MONTHLY CALENDAR BASIS.]

- d. When the number of inclement weather days impacting the critical path activities exceeds the rain day allowance each month, the General Contractor may provide written request for the excess impact days describing the inclement weather delay on the critical path activities.
 - e. The inclement weather delay must be clearly indicated by a 60% decrease in field labor hours in the critical path activities on the day in question as compared with the workdays immediately prior to the date in question as indicated in the General Contractor's daily reports.
 - f. If the effects of inclement weather occurring on a non-scheduled workday carry forward to a scheduled workday and the critical path is impacted as noted above, the scheduled workday will be considered impacted by weather.
19. For Sub-contractor activities, include a responsibility code for each activity corresponding to the Sub-contractor responsible for performing the Work.
20. Submittals:
- a. Unless a longer period is specifically stated in the Contract Documents, LEH-MUA will have 21 calendar days to review complete submittals.
 - b. Unless otherwise specifically Approved in writing by LEH-MUA's Project Manager, if the start of an activity depends on LEH-MUA's acceptance of a Submittal(s), identify as two (2) separate preceding activities the preparation and review of the Submittals.
21. Do not schedule activities that are dependent on Submittal acceptance or material delivery to start earlier than the expected approval or delivery dates.
22. Procurement:
- Identify as separate activities procurement of "major" equipment and materials. Major pieces of equipment include the following:
- a. Air Handling Units;
 - b. Elevators;
 - c. Chiller Units;
 - d. Architecturally significant equipment;
 - e. Miscellaneous Special equipment; etc.

At a minimum, procurement of major equipment and materials must include the following three (3) dependent activities:

- a. LEH-MUA Review and acceptance of Submittal
 - b. Fabricate/Manufacture
 - c. Delivery
23. Include activities for all equipment/systems Commissioning Performance Period(s). Performance Period activities must occur after Functional Performance testing is completed and before General Contractor certifies the Work of the Milestone is complete.
24. Commissioning milestones that must be included in the General Contractor's Baseline Schedule submission shall include, but not be limited to:
- a. Submission of Equipment data
 - b. General Contractor's receipt of the PFTP, including Pre-Functional Test checklists;
 - c. TAB Certification, preliminary;
 - d. TAB Certification and report final;
 - e. Commencement and Completion of Pre-functional testing (two separate activities);
 - f. Submit O&M Manuals (Initial, Final, and corrected Final);
 - g. Commencement of Functional Performance Testing;
 - h. Completion and Certification of FPT checklists;
 - i. Conduct LEH-MUA Personnel Training; and
 - j. Completion of Performance Period (seven (7) calendar days for entire building.)
 - k. Submission of Final Report,
25. Include Commissioning Meetings as required.
26. Include individual activities for the final cleanup effort associated with each Milestone and the final cleanup of the entire Project. Final cleanup activities must be shown occurring prior to General Contractor's Milestone and contract completion inspection requests.
27. Include activities for General Contractor completion certification for each Milestone Completion.
28. Include activities of fourteen (14) day duration for LEH-MUA and General Contractor to prepare a Punch List for each Milestone.

29. Show the number of days needed by the General Contractor to correct deficiencies in the completed Work (Punch List durations) after receipt of Punch list from LEH-MUA.
 30. General Contractor's Punch list activities must be shown as starting no earlier than General Contractor's receipt of LEH-MUA prepared Punch List.
 31. Do not tie (link) milestones together.
 32. Include a Project start milestone for the Notice to Proceed (NTP).
 33. Include specified Interim Milestones as well as any others deemed appropriate including those mentioned in the RFP.
 34. Unless otherwise requested by the General Contractor and approved in writing by the LEH-MUA's Project Manager, the activities, durations, and logic that appear in the LEH-MUA accepted Preliminary Contract Schedule must remain unchanged in the Baseline Schedule submission.
 35. Activities must be included for all required reviews, approvals, permits, and inspections performed by or issued by regulatory agencies.
 36. General Contractor shall not use Start-to-Finish (SF) relationships between activities unless sequence of work requires this relationship of activities.
 37. Identify as separate activities, the installation of all LEH-MUA Furnished, General Contractor Installed items (OFCI). If General Contractor requires product installation information for LEH-MUA Furnished Items, include specific interface milestones indicating when product installation information is required.
 38. Include all Commissioning Milestones.
- E. Each **Sub-contractor must submit on their company letterhead a statement** certifying he/she has reviewed the General Contractor's Baseline Schedule and it accurately represents:
1. The Sub-contractor's plan for their portion of the Work
 2. The planned durations for the Sub-contractor's activities
- F. LEH-MUA's Project Manager/Architect will review the Baseline Schedule submission for conformance with the requirements of the Contract Documents. Within twenty-one (21) Days after receipt, LEH-MUA's Project Manager/Architect will accept the Baseline Schedule or will return it with comments. If the Baseline Schedule is returned with comments, General Contractor must revise the schedule to incorporate the comments and resubmit within seven (7) Days.
- G. General Contractor must use the LEH-MUA-accepted Baseline Schedule (including any LEH-MUA comments) as the basis for the Official Progress schedule submission. Unless otherwise requested by the General Contractor, and

approved by LEH-MUA, the activities, durations, and logic that appear in LEH-MUA-accepted Baseline Schedule must remain unchanged in the Official Progress schedule.

3.02 OFFICIAL PROGRESS SCHEDULE

- A. LEH-MUA-accepted Baseline Schedule becomes the initial version of the Official Progress Schedule.
- B. The Official Progress Schedule must not be revised without the prior written Approval of LEH-MUA's Project Manager.

3.03 MONTHLY UPDATE OF THE OFFICIAL PROGRESS SCHEDULE

- A. The Official Progress Schedule shall be updated on a monthly basis throughout the entire Contract Time, until Project Substantial Completion. The General Contractor shall meet with LEH-MUA/Architect each month at a Schedule Update Meeting and provide the schedule update as an electronic file on Compact Disk (CD) that is a complete schedule Back-up file that has been formatted as a "back-up" and is "restorable" by the Owner's scheduler-that is compatible with Microsoft Project and uploaded to the project server, to review actual versus planned progress for the past month up to the date of the update, including the date of activities started and/or completed and the percentage of work completed on each activity started. The CDs must be permanently labeled to indicate the contents of the CD and include the submittal number and data date.
- B. The submission of the Updated Official Progress Schedule must coincide with the submission the monthly progress payment request.
- C. The Updated Official Progress Schedule must include:
 - 1. General Contractor's estimated percentage complete for each activity not yet complete.
 - 2. Actual start/finish dates for each activity.
- D. The Updated Official Progress Schedule must **not** include: (refer to 3.05.B above)
 - 1. Added or deleted activities
 - 2. Changes to the network logic
 - 3. Any other changes, revisions or modifications of any kind.
- E. Architect/LEH-MUA's Project Manager will meet with General Contractor at the Project Site to verify the General Contractor's estimate of the percentage complete for each activity not yet complete.
- F. In case of disagreements at the Schedule Update Meeting concerning actual progress to date, LEH-MUA's determination shall govern.
- G. If, during the updating process, it is discovered that actual progress is posted against

out-of-sequence activities, before submission of the next Updated Official Progress Schedule, General Contractor must submit a Revision Request to LEH-MUA, revising the schedule logic to be consistent with the actual progress and sequence of the Work. The scheduling software must not be configured to override schedule logic (progress override) when calculating activities that were performed out of sequence. The schedule logic in the current version of the Official Progress Schedule must be retained during all calculations of the updated schedule.

H. Each month General Contractor must submit a monthly report with each payment request:

1. The monthly report must include:
 - a. A description of Work accomplished during the billing period associated with the payment request;
 - b. A description of problem areas affecting progress of the Work; and
 - c. Current and anticipated delaying factors and their impact.
2. The General Contractor's monthly report must be submitted within 3 days after the payment period end date.
3. The General Contractor's monthly report must be uploaded to the project server.

I. The monthly update of the Official Progress Schedule shall be an integral part and the basic element of the estimate upon which progress payments shall be made. If, in the judgment of LEH-MUA, the General Contractor fails or refuses to provide information required to accomplish a complete Project Schedule Update or revision as specified hereinafter, the General Contractor shall be deemed to have not provided the required estimate upon which progress payments may be made, and shall not be entitled to progress payments until it has furnished the information necessary for a complete Project Schedule Update to the satisfaction of LEH-MUA.

J. Special Reports

4. LEH-MUA may request, from month-to-month, any two of the following special reports:
 - a. Total Float Time sorted from least to most.
 - b. Activities sorted by early start.
 - c. Activities sorted by late start.
 - d. Activities grouped by sub-contractor, selected trades or buildings.
 - e. Activities with scheduled early start dates in a given time frame (i.e. 30-day or 60-day outlook).

I. REVISED OFFICIAL PROGRESS SCHEDULE

1. A Revised Official Progress Schedule must be submitted by the General Contractor whenever the General Contractor desires to change its sequence or method of construction, add or delete activities, change logic ties or constraints (restraints), modify cost or resource loading, incorporate Approved Change Orders into the schedule, or whenever directed by LEH-MUA's Project Manager.
2. All revision requests must be in writing, must explain in narrative why each activity change or revision is being requested, and must be based on the most recent LEH-MUA accepted Updated Official Progress Schedule.
3. When out of sequence activities appear in the Updated Official Progress Schedule, General Contractor must submit a Revised Official Progress Schedule. The Revised Official Progress Schedule must incorporate a revised schedule logic that conforms to current job status.
4. All Revised Official Progress Schedule revision requests must be submitted with four (4) prints (plots) of the requested, and the electronic version uploaded to the project server.
5. If LEH-MUA's Project Manager accepts the Revised Official Progress Schedule, it will become the new current version of the Official Progress Schedule.
6. If LEH-MUA provides additional Interface Flag requirements to the General Contractor for the purpose of coordinating the General Contractor's schedule with the Schedules of other General Contractor or LEH-MUA's master Project Schedule, General Contractor must revise their schedule to incorporate the Interface Flags at no additional cost to LEH-MUA.
7. Activity IDs and Activity Descriptions must not be revised.
8. Original Activity Durations must not be revised. The Remaining Duration for an Activity can be updated to indicate the time required to complete the Activity.
9. When the schedule is revised to incorporate Change Order activities, each Change Order must have its own discrete activity/activities.

3.04 SHORT INTERVAL SCHEDULE

- A. An updated Short Interval Schedule (SIS) must be submitted to LEH-MUA at each Progress Meeting. Each attendee at the Progress Meeting must be provided One (1) copy of the SIS.
- B. The SIS must be submitted throughout the entire Contract Time.
- C. The SIS must be a four-week schedule and include the past week, the week submitted, and two weeks thereafter.
- D. The SIS must contain sufficient detail to evaluate daily progress and manpower/equipment loading and must correlate with the current version of the Official Progress Schedule and reference the appropriate activity numbers.
- E. The SIS must indicate all planned and actual tests and inspections.

- F. The SIS must include the actual start and finish dates for each activity on the Official Progress Schedule that started or finished during the time period covered by the SIS.

3.05 RECOVERY SCHEDULE

- A. The General Contractor shall furnish sufficient forces, offices, facilities and equipment, and shall work such hours including night shift and overtime operations, as necessary to ensure the prosecution of the Work in accordance with the current monthly Official Progress Schedule Update. If, in the opinion of LEH-MUA, the General Contractor falls behind in meeting the Official Progress Schedule as presented in the current monthly Schedule update, the General Contractor shall take such steps as may be necessary to improve its progress, and LEH-MUA may require it to increase the hours of work, the number of shifts, overtime operations and/or the amount of construction plant and equipment without additional cost to LEH-MUA.
- B. If any activity falls more than fourteen calendar (14) Days behind schedule, upon LEH-MUA's request, General Contractor must submit a Recovery Schedule within seven (7) Days indicating how General Contractor intends to make up the lost time. Form and detail of the Recovery Schedule must be appropriate to explain and display how General Contractor intends to reschedule delinquent activities to regain compliance with the Contract Time(s). Submit electronic data files on Compact Disks (CDs), and uploaded to the SharePoint server. The CDs must be permanently labeled to indicate the contents of the CD and include the submittal number and data date.
- C. If LEH-MUA's Authorized Representative accepts the General Contractor's Recovery Schedule, General Contractor must submit a Revised Official Progress Schedule revision request as per the requirements. The Revised Official Progress Schedule must be based on and limited to the modifications indicated in the Recovery Schedule and accepted by LEH-MUA's Authorized Representative.
- D. Failure of the General Contractor to substantially comply with these requirements may be considered grounds for determination by LEH-MUA's Project Manager that the General Contractor is failing to perform the work with sufficient diligence to ensure its completion within the contract time. Upon making this determination LEH-MUA may:
 - 1. Take over those aspects of the work which are behind schedule, or portions thereof, as LEH-MUA may, at its sole discretion, deem appropriate and deduct by Change Order all costs of performing such work from the Contract Amount.
 - 2. Withhold payment in accordance with the provisions of the General Conditions
 - 3. Terminate the Contract in accordance with the provisions of the General Conditions.

3.06 LOGS AND REPORTS

As part of the Project Schedule submittals, as well as for each Official Progress Schedule update, the General Contractor shall submit the following reports and graphics as indicated (unless modified by LEH-MUA).

A. Graphics

1. Detailed CPM Network with critical path highlighted (Initial Submittal and Revision)
2. Summary bar chart (Initial Submittal and Monthly Updates)
3. Short-Interval bar chart showing 1 week of history and 3 weeks of future work (Weekly), at the Construction Meeting.

B. Computerized schedule reports

1. Activity listing report showing all schedule activities, sorted by activity number. (Initial Submittal)
2. Milestone Summary Report listing both Contract Milestones and Interim Milestones.
3. Precedence report showing activity predecessors and successors sorted by activity number (Baseline Submittal and Revisions)
4. Total float report, sorted by total float. (Initial Submittal and Monthly Updates).
5. Early Start report grouped and sorted by early start date.
6. Schedule Progress Report formatted to show each activity, with description, Original Duration, Remaining Duration, Start and Finish dates and Percent Complete Organized to align and sub-total with the Schedule of Values for the application for payments.
7. Resource report showing work-day allocation by specific trade on each activity. (Initial Submittal and Revisions)
8. Variance report comparing current dates to targets. (Monthly Updates)

C. Narrative schedule report including:

1. Description of the actual work accomplished during the reporting period. (Monthly Updates)
2. Description of any problem areas. (Initial Submittal and Monthly Updates)
3. Description of Current and anticipated delays with recommended corrective actions to mitigate such delays. (Monthly Updates)
4. A list of major construction equipment used on the Work during the reporting period and any construction equipment idle during the reporting period. (Monthly Updates)
5. A total number of men by trade actually engaged on the Work during the reporting period, with such total stated separately as to office, supervisory, and direct labor. (Monthly Updates).
6. A list of General Contractor supplied permanent plant materials, long lead items and equipment indicating current availability and anticipated job site delivery date. (Initial Submittal and Monthly Updates)

7. A list and explanation of proposed modification, additions, deletions, and changes in logic to the approved project schedule. If modifications are proposed a revised schedule demonstrating the effects of such modifications is to be submitted. (Monthly Updates).

D. Procurement Status Log

1. General Contractor must submit for LEH-MUA's acceptance, a Procurement Status Log and corresponding electronic data files transmitted to the Project Manager by electronic mail and uploaded to the project server, of a Procurement Status Log not later than sixty (60) Days after the start date for the Work stated in the Notice to Proceed (NTP).
2. The Procurement Status Log must include:
 - a. A complete list of items to be purchased that require acceptance by LEH-MUA of a Submittal.
 - b. The Submittal tracking number from the Submittal Log that uniquely identifies the Submittal.
 - c. The corresponding CPM activity identification number from the Preliminary Contract Schedule, Baseline Schedule, or Official Progress Schedule as available.
 - d. The date the purchase order was placed or is anticipated to be placed.
 - e. If the purchase order is placed, indicate the purchase order number, name of the Supplier, and Fabricator or Manufacturer of each item.
 - f. The time required by the vendor to prepare the Submittal.
 - g. The review and approval duration for the Submittal (21 Days).
 - h. The anticipated duration of Fabrication/Manufacture.
 - i. The delivery duration.
 - j. The anticipated delivery date.
 - k. The actual delivery date.
3. Each month, the Procurement Status Log must be updated and submitted with the Updated Official Progress Schedule or more frequently if requested by Architect/LEH-MUA's Project Manager. Upload the corresponding electronic data files to the project server and submit Compact Disks (CDs). The CDs must be permanently labeled to indicate the contents of the CD and include the submittal number and data date.
4. If requested by Architect/LEH-MUA's Project Manager, General Contractor must submit four (4) copies of each purchase order issued by General Contractor or Sub-contractors.

E. Other Reports

1. General Contractor must submit to LEH-MUA and upload to the project server, as specified or directed, copies of all other reports required by the Contract Documents or other Governmental Agencies including but not limited to:
 - a. Certified Payroll.
 - b. Copies of incident or accident and injury reports.
 - c. Force Account Reports and Documentation.
 - d. Monthly Progress narrative, pursuant to Section 012900, paragraph 1.06 .G.

3.07 DISTRIBUTION

- A. Distribute copies of reviewed schedules to General Contractor's project site file, lower-tiered sub-contractors, suppliers, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated indicated in the schedules. Their responses to be forwarded to LEH-MUA Project Manager for discussion and evaluation with the General Contractor.

3.11 HOLIDAY SCHEDULE

Construction work days are to be scheduled using LEH-MUA Holiday calendar listed below. If the General Contractor desires to work on a holiday, a written request shall be submitted at least one week in advance requesting access to the site.

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Day

3.12 TIME IMPACT ANALYSIS FOR CHANGE ORDERS, DELAYS, AND GENERAL CONTRACTOR REQUESTS

- A. When Change Orders (including Proposed Change Orders) are initiated, delays are experienced, or the General Contractor desires to revise the Official Progress Schedule, within seven days of the initiating incident, the General Contractor shall submit to the Architect/LEH-MUA a narrative describing the impact of the Change Order, delay, or General Contractor request on the current Contract Completion Date. Each Time Impact Analysis shall include a schedule analysis fragnet and narrative demonstrating how the General Contractor proposes to incorporate the Change Order, delay or General Contractor request into the Project Construction Schedule. The Time Impact Analysis shall delineate the time impact based on the date the Change Order (including a Proposed Change Order) is given to the General Contractor or the date the delay occurred; the status of construction at that point in time; and the time computation of all affected activities. The activity times used in the Time Impact Analysis shall be those included in the latest Construction Schedule Update or as adjusted by mutual agreement.
- B. The procedure for incorporating impacts into the schedule is as follows:
 - 1. Create a schedule activity (or activities) that represent the scope of the change or delay, referred to as “fragnet” above, see below for more detail.
 - 2. Assign durations and cost/manpower resources to these new activities
 - 3. Determine appropriate logic ties for this new activity. Assign predecessors and successors so that these activities can tie into the existing schedule activities. Every effort to mitigate these potential delays by either isolating the impact of the delay or planning “work-around” approaches to the work shall be considered and incorporated where deemed effective.
 - 4. These impact activities should be loaded into a copy of the updated Official Progress Schedule that immediately preceded the impact issue’s time frame. For instance, if an impact issue occurs during mid-April, the new activities should be input into the March 31 (Status date) update.
 - 5. After the schedule is recalculated with these impact activities in place, the effect they have on the Project Milestones will determine if any time extensions is merited.
- C. The Impacted Schedule, along with the backup data describing the new schedule activities and logic ties which comprise the impact/delay issues, will be submitted to LEH-MUA for review and approval. If approved these impact/delay issues will become a permanent part of the Project Schedule. The General Contractor shall not unilaterally make changes to the Project Schedule to justify schedule impacts without the approval of LEH-MUA’s Project Manager and Architect.
- D. Activity delays shall not automatically mean that an extension of the Contract Time is warranted or due the General Contractor. It is possible that a Change Order or delay will not affect existing critical activities or cause non-critical activities to become critical. A Change Order or delay may result in only absorbing a part of the

available total float thereby not causing any effect on the Contract Completion Date.

- E. Float is not for the exclusive use or benefit of the General Contractor. Contract Time extensions will be granted only to the extent the equitable time adjustments to the activity or activities affected by the Change Order or delay exceeds the Contract Completion Date.
- F. Each Time Impact Analysis shall be uploaded to the project server within seven (7) calendar days after the commencement of a delay or the notice of direction for a Change Order (including a Proposed Change Order) is given to the General Contractor.
- G. In cases where the design-builder does not submit a Time Impact Analysis within seven (7) calendar days, it is mutually agreed that the particular Change Order (including a Proposed Change Order) delay or General Contractor request does not require a Contract Time extension.
- H. LEH-MUA shall approve or reject each Time Impact Analysis unless subsequent meetings and negotiations are necessary.
- I. Time Impact Analysis related to Contract Time extension and/or Change Order work shall be incorporated into and attached to the applicable Change Order Document(s) upon LEH-MUA approval of the Time Impact Analysis.
- J. Upon receipt of an executed Change Order, modifying the Contract Time, or earlier if directed in writing by LEH-MUA, General Contractor must submit a request for revision to the Official Progress Schedule. The revision request must be based on and limited to the modifications to the Contract Time identified in the Change Order. Submit four (4) copies and corresponding electronic data files on Compact Disks (CDs) and uploaded to the project server. The CDs must be permanently labeled to indicate the contents of the CD and include the submittal number and data date.

3.13 PERFORMANCE MONITORING:

- A. LEH-MUA requires throughout the Project that the General Contractor records the number of workers and construction equipment working on each schedule activity by tradecraft in each area of the Project and give a copy of this log or “Daily Superintendent Report” to LEH-MUA without additional Project cost. The Daily Superintendent Report shall be free of any error in work history. The report is to also include any impacts to the work as noted by the Superintendent as well as any other pertinent information the Superintendent deems noteworthy.
- B. These Daily Superintendent Reports shall be submitted weekly no later than the following Monday of each week.
- C. This information will be used by LEH-MUA in its evaluation of the adequacy of the General Contractor's performance and on-site manpower staffing.

PART 4 – FORMS (NOT USED)

* * * * *

END OF SECTION

SECTION 013110

COORDINATION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the project coordination as specified herein, including but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination drawings.
 - 4. Administrative and supervisory personnel.
 - 5. Cleaning and protection.

1.3 RELATED SECTIONS

- A. Progress Meetings -Section 012020
- B. Submittals - Section 013300.
- C. Product requirements - Section 016000.
- D. Closeout procedures - Section 017700.

1.4 COORDINATION

- A. Coordinate construction operations included in various sections of these specifications to ensure efficient and orderly installation of each part of the work. Coordinate construction operations included under different sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project closeout activities.

D. Conservation: Coordinate construction operations to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the work.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.

1. Show the relationship of components shown on separate shop drawings.
2. Indicate required installation sequences.
3. Comply with requirements contained in Division 1 Section "Submittals".

B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the contractor's principal staff assignments, including the superintendent and other personnel in attendance at the project site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.

1. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in a manner acceptable to the Architect.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at substantial completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.

6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining, and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High-speed operation.
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.

- 28. Improper shipping or handling.
- 29. Theft.
- 30. Vandalism.

END OF SECTION

SECTION 013120
REVISIONS TO THE WORK

PART 1 – GENERAL

1.01. SUMMARY

- A. This Section includes:
 - 1. Part 1 – General
 - 1.01 – Summary
 - 1.02 – Definitions
 - 1.03 – Revisions to the Work
 - 1.04 – Compensation for Revisions to the Work
 - 1.05 – Calculation of Costs for Revisions to the Work
 - 1.06 – Revisions to the Duration of the Work
 - 1.07 – Not Used
 - 1.08 - Coordination and Meetings
 - 2. Part 2- Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)
- B. This section establishes administrative and procedural requirements for processing Contract Modifications consistent with the Section 007000, Supplementary Conditions for this project. Contract modifications may include:
 - 1. Unit Pricing
 - 2. Request for Quotation (RFQ)
 - 3. Proceed Order
 - 4. Preliminary Change Order (PCO), Preliminary Change Order Request (PCOR), and Change Order Request (COR)
 - 5. Contract Amendment
 - 6. Unilateral Contract Amendment
 - 7. Schedule Revisions
- C. Related Specification Sections;
 - 1. Section 013100, Project Schedule
 - 2. Section 013110, Coordination

3. Section 016100, Project Execution Requirements

1.02

DEFINITIONS

- A. **Bulletin:** A Bulletin is a document issued by the Architect that illustrates a detailed description of a change or a revision to the Work that constitutes additional scope or scope change. It is generally issued and distributed at the request of LEH-MUA. A Request for Quotation may be submitted to the General Contractor, which will include a detailed description of a proposed change, with supplementary or revised Drawings and Specifications as appropriate. A Bulletin is generally issued during construction, and it will also clarify issues during the construction phase.
- B. **Cost Proposal:** A General Contractor generated form and response that identifies the cost whether additive or deductive associated with a Revision to the Work. A Cost Proposal is generally a supporting form and means of response whether generated by an RFQ, RFI, Proceed Order, and/or a Unilateral Contract Amendment.
- C. Refer to Section 007000 Article 12 for additional definitions related to this Section.

1.03. REVISIONS TO THE WORK

- A. Revisions to work may result which require contract modifications as applicable to the following:
 - 1. A revision to the Scope of Work,
 - 2. An increase to the Scope of Work,
 - 3. An extension or deletion to the duration of the Work (CONTRACT Time), and
 - 4. Such events that may occur either internally between the General Contractor and its sub-contractors, sub-contractor and/or vendors, and any such events that may occur externally between the General Contractor and LEH-MUA.
- B. Change Order, also known as CONTRACT Amendment (Change Order-Type) as defined in Article 12.1.2.B of Section 007000, , for purposes of the Agreement, unless otherwise specified, is a Contract Document which when signed by both the CITY and the General Contractor defines the extent of their agreement to amend the Contract, as applicable to the conditions outlined in the Section 007000, Article 12 and per the process and requirements defined in this Division 1 specification section. A Change Order may increase or decrease the amount CONTRACT Sum and the Maximum CONTRACT Sum; or it may extend or reduce the duration of the work (CONTRACT Time). The amount of Maximum CONTRACT Sum can only be increased or decrease with a Change Order. The duration of the work (CONTRACT Time) can only be extended or reduced with a Change Order.

1. Using Unit Prices
 - a. Unit Prices are defined and shall be used in accordance with, but not limited to, those requirements included in the General Conditions.
 - b. When it has been determined that the General Contractor will perform the Work in accordance with the Unit Prices that have been negotiated with LEH-MUA, the General Contractor shall submit all costs and identify the Unit Prices and Description(s) that will be used, and shall submit the quantities for review and approval by LEH-MUA.
 - c. Unit Prices shall be used as a price for a unit of measure for materials or services added to or deducted from the CONTRACT sum.
 - d. When submitting a cost proposal for Work being added to the contract or deducted from the contract General Contractor shall submit Unit Prices in the cost proposal per the requirements of the General Conditions.
 - e. When reviewed and accepted by LEH-MUA the Work shall be submitted by the General Contractor in a Change Order Request as defined in the Section 007000 and Division 1.
2. Issuing a Request for Quotation
 - a. A Request for Quotation shall be used to direct a General Contractor to submit a Cost Proposal for additional Work being requested by LEH-MUA. A Request for Quotation is not a directive to perform the Work, but a request to price the Work by first providing a Cost Proposal for review and acceptance by LEH-MUA.
 - b. When requested in writing, General Contractor shall promptly provide LEH-MUA with a Cost Proposal in no more than 21 calendar days from issuance. A request may require that the General Contractor respond in a shorter duration and in those instances the General Contractor and LEH-MUA will agree to an adjusted duration. The Cost Proposal shall set forth the proposed adjustments of the Contract Sum and the Contract Time, if any, for performing the Work described in the Request for Quotation.
 - c. Should LEH-MUA agree to the price of the Cost Proposal, General Contractor shall submit a Change Order Request for the Work defined in the Request for Quotation and for the final price approved by LEH-MUA for the Work. The Change Order Request shall be completed, submitted and reviewed per the requirements of Section 007000 and Division 01.
 - d. The Request for Quotation and Change Order Request will be superseded by a Change Order, which shall include the actual adjustments, if any, of the Contract Sum and the Contract Time, as well as the scope of the change in the work.

- e. General Contractor will be required to respond in the duration defined in the Section 007000. When General Contractor has failed to comply within the required response period LEH-MUA will determine that there is no time or cost impact associated with the requested change and may issue a Proceed Order or Unilateral Change Order.

3. Issuing a Proceed Order

- a. A Proceed Order is a directive issued by LEH-MUA when it has been deemed in the best interests of LEH-MUA and Project, that the Work as defined in the Proceed Order be performed.
- b. LEH-MUA may issue a Proceed Order to the General Contractor authorizing work to be performed prior to fully executing a change order, and prior to the terms of the change being fully agreed upon by LEH-MUA and General Contractor.
- c. A Proceed Order must clearly state any cost and time limitations, and encourage the final negotiation and full execution of the potential change order as quickly as possible.
- d. Multiple subsequent Proceed Orders may be used on a single change order while negotiations proceed, but should be the exception rather than the rule for issuing Proceed Orders.
- e. Should the General Contractor not agree to the adjustment of the Contract Sum set forth in the Proceed Order, the General Contractor shall submit his response and include any detailed information including but not limited to; daily detailed and accurate records itemizing each element of cost, provide substantiating records and documentation, including time cards and invoices. All responses shall meet the requirements of the General Conditions. Such records and documentation shall be submitted to and approved by LEH-MUA on a daily basis.
- f. Article 12.1.5 of Section 007000, shall be amended to replace the 30-day time period for submitting the Cost Proposal specified in the section with 10 working days.
- g. Should LEH-MUA issue a Proceed Order on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later, the General Contractor shall diligently proceed with performance of the Work in accordance with the Contract and submit its Cost Proposal for the Revisions to the Work within ten (10) working days of the issuance of the Proceed Order or completion of the changed Work, whichever is sooner. All charges arising out of a Proceed Order are to be documented and verified in a manner acceptable to LEH-MUA.

- h. If a Proceed Order is issued which states that it does not constitute a change in the Work or indicates a value less than that requested by the General Contractor, the General Contractor shall diligently proceed with the performance of the work regardless of its acceptance of the value. If the General Contractor asserts that the Proceed Order constitutes a change in the Work, in order to obtain an adjustment of the Contract Sum or contract time for the work encompassed by the Proceed Order, the General Contractor must follow all procedures set forth in Article 4 of the Section 007000, starting with the requirement of submitting a timely Change Request within seven (7) days of General Contractor's receipt of the Proceed Order.
 - i. Failure to follow the procedures as established in Article 4 of Section 007000, will prohibit any Claim for an adjustment of the Contract Sum or Contract time arising from performance of the Work described in the Proceed Order.
- 4. Use of Preliminary Change Orders (PCO), Change Order Requests (COR), and Preliminary Change Order Requests (PCOR)
 - a. The terms Preliminary Change Order (PCO), Change Order Request (COR), and Preliminary Change Order Request (PCOR) are documents that may be one in the same and are generally specific to a General Contractor's process and/or policy, and may be used interchangeably throughout this specification section and the Contract Documents.
 - b. Although these documents are generally General Contractor generated, they shall be used as the primary manner of documentation used to respond to LEH-MUA direction requesting a Revision to the Work, or as a response to any other request where a response is required and that details a potential Revision to the Work.
 - c. The PCO, COR, and/or PCOR, when issued, shall include all pertinent information required to respond to a LEH-MUA request or as a response to a clarification issued relating to the Work, and must be submitted per all requirements of Section 07000 and Division 1.
 - d. A PCO, COR and/or PCOR are a type of Cost Proposal that details the additive or deductive costs associate with the Work, and as such, must meet the requirements for Revisions to the Work as defined in Article 12 of Section 007000.

- e. General Contractor shall submit the Change Order Request form that will be used on this Project to LEH-MUA for review and approval, and at a minimum must contain;
 - i. Date COR is being submitted and date issue was identified,
 - ii. COR tracking number,
 - iii. A narrative stating it is a change and the description of the change,
 - iv. Reason justifying the request for revision and reference to documents (RFI, drawings, clarifications, RFQ's, etc),
 - v. Any cost or credit associated with the change with an area for a breakdown or reference to an attached Cost Proposal, and
 - vi. Area for schedule impact, recovery, or early completion associated with the change

5. Issuing Change Orders and Change Order Requests:

When issued, a Change Order shall state the agreement between LEH-MUA and the General Contractor upon the following:

- a. A revision to the Work, if any
- b. The amount of an adjustment of the Contract Sum, if any
- c. The amount of an adjustment of the Allowances, if any
- d. The amount of an adjustment of the Contract Time, if any,
- e. The amount of the Unit Pricing, if any
- f. A Change Order may be additive or deductive in cost, schedule duration, and scope of work.

6. General Contractor Initiated Revisions to the Work

- a. The General Contractor may request a change to the Contract Sum and/or Contract Time for Extra Work or Delays to completion of the Work caused by:
 - i. The acts, errors, or omissions of LEH-MUA, prior to jurisdictional approval only.
 - ii. Unforeseen existing conditions, except as addressed in Section 012100, Allowances, or interpretations that involve an increase or decrease in Project Scope, Extra Work or delay completion of the Work.

- b. LEH-MUA will consider the General Contractor's Request for Change Order if, and only if, the General Contractor follows the procedures specified herein and per the requirements of Section 007000.
- c. Change Order Requests must be submitted to LEH-MUA on the Cost Proposal form generated by the General Contractor.
- d. A Change Order Request must:
 - i. State that it is a Change Order Request
 - ii. State and justify the reason for the request
 - iii. Specify the amount of any requested adjustment to the Contract Sum and/or Contract Time, and
 - iv. Be submitted per the durations defined in Section 007000.
 - v. Attach documents to justify the change.
- e. Upon LEH-MUA's request, the General Contractor shall submit additional information for the purpose of evaluating the Change Order Request. Such additional information may include:
 - i. A Cost Proposal meeting the requirements of Section 007000 and Division 1.
 - ii. Written documentation demonstrating the General Contractor's entitlement to a time extension under Paragraph 1.06.
 - iii. A detailed breakdown of the cost proposal showing the quantity, rate and unit of measurement of each individual item.
- f. If the Change Order Request seeks an adjustment of the Contract Sum for delay, the General Contractor shall submit written documentation demonstrating its entitlement to such an adjustment under Paragraph 1.06, upon LEH-MUA's request.
- g. A Change Order Request initiated by the General Contractor based upon the direction, clarification, or unforeseen condition issued or exposed by LEH-MUA will be deemed timely submitted if, and only if, it is submitted within three (3) working days of the date the General Contractor discovers, or reasonably should discover, that the act of LEH-MUA has occurred that may entitle General Contractor to a potential adjustment of the Contract Sum and/or Contract Time. This condition applies even if the General Contractor has not been damaged, delayed, or incurred extra cost when General Contractor discovers, or reasonably should discover, the act giving rise to the Change Order Request.

- h. If LEH-MUA's Project Manager issues a final decision on all or part of a Change Order Request, and the General Contractor is at issue with that decision, the General Contractor may contest the decision issuing the Change Order Request as defined in the Section 007000, Article 4. LEH-MUA's intent is to resolve all issues at the lowest level of management on the Project and provides this opportunity in the General Conditions process aforementioned.
- 7. LEH-MUA Initiated Revisions to the Work
 - a. LEH-MUA may, from time to time, order or authorize additions, deletions, and other changes in the Work by Letter of Instruction, Bulletin, or Request for Quotation including, but not limited to:
 - i. Changes to correct errors or omissions caused by LEH-MUA prior to jurisdictional approval, if any, in the Contract Documents.
 - ii. Changes resulting from LEH-MUA's decision to change the scope of the Work subsequent to execution of the Contract.
 - b. Changes due to unforeseen conditions. When requested by LEH-MUA or the Architect, the General Contractor shall promptly provide a Cost Proposal setting forth its proposed adjustments of the Contract Sum and the Contract Time, if any, for performing the proposed change in the Work.
 - c. Adjustments of the Contract Sum resulting from Extra Work and Deductive Work shall be determined using one of the methods described in Paragraph 1.04, Compensation for Revision of the Work.
 - d. Adjustments of the Contract Time shall be subject to the provisions in Paragraph 1.06 below.
 - e. General Contractor shall proceed promptly with any changes in the Work, once a Change Order is executed, or when a Proceed Order or Unilateral Change Order has been issued. Should the General Contractor fail to start any directed work, and other Work or Sub-trade Contractors, or sequencing or work is impacted, those impacts and the costs associated with those impacts shall be born by the General Contractor.
- 8. Issuing Unilateral Change Orders
 - a. LEH-MUA may issue a Unilateral Change Order when it believes that a revision to the contract to be properly due the General Contractor, even though no agreement has been reached between LEH-MUA and the General Contractor with regard to such Revisions in the Work.

- b. When issued by LEH-MUA, a Unilateral Change Order shall be per the requirements of Article 12 of Section 007000.
- c. LEH-MUA will issue a Unilateral Change Order that in LEH-MUA's judgment is fair and reasonable.
- d. A Unilateral Change Order shall have the same effect to the Contract as a Change Order.
- e. Should LEH-MUA and General Contractor not agree to the proposed value or schedule duration associated with the Unilateral Change Order, the General Contractor may submit a Change Request per the terms described in Article 4 of Section 007000.

B. Allowance Reallocation –

An Allowance Reallocation is also known as a CONTRACT Amendment (Allowance Reallocation-type) as described in Article 12.1.2.A of Section 007000, and shall be used for reallocating funds from Allowances into the Contract Sum.

1. Use of Allowances:

- a. Certain items are included in the Contract Documents as Allowances. Allowances have been established in lieu of design requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation or when an unforeseen condition has been exposed. Refer to Specification Section 012100 for Allowance requirements.
- b. When it has been established that an Allowance will be used for the Work as described in Section 012100, Allowances, General Contractor shall submit a breakdown of the cost with the Allowance Reallocation request for review and approval by LEH-MUA.
- c. The Allowance Reallocation Form shall include the following and as defined in Section 007000 Article 12;
 - i. Narrative of the Work to be completed or the services to be provided as part of the Allowance,

- ii. Cost Breakdown for design services, materials, labor, and equipment required to complete the Work including but not limited to those requirements as defined in the Section 007000 Article 12,
 - iii. Allowance value, total cost to complete the Work and design services, and the balance of the Allowance remaining after the Work and design services have been completed,
 - iv. And shall be accompanied by all details, drawings, schedules, clarifications, and narratives that illustrate the Work to be completed.
- d. When approved by LEH-MUA a copy of the Allowance Reallocation Form shall be retained by the General Contractor and updated in a log tracking all changes approved against each Allowance.
- e. Whenever work is completed for an allowance and the total actual cost is more than the stated allowance amount, the difference will be reallocated from the Owner's Allowance. Whenever the total actual cost is less than the stated allowance amount, the difference shall be reallocated into the Owner's Allowance. An Owner's Allowance will be itemized separately within the Allowance List for the purpose of reallocation of funds. If there are insufficient funds in the Owner's Allowance, adjustments to the Contract Sum shall be by a Change Order in the amount equal to the insufficient amount.
- 2. Cost of bonds for the Allowances shall be included in the CONTRACT Sum and not in the Allowances.
- 3. No general condition costs, overhead or profit for the General Contractor shall be allowed for lump-sum allowances, as these shall be included in General Contractor's Contract Sum.
- 4. Unused Allowance amounts shall be returned to the Owner at the completion of the project.

1.04. COMPENSATION FOR REVISIONS TO THE WORK

- A. Refer to Section 007000 Article 12 for additional requirements of compensation and Revisions to the Work.
- B. The General Contractor's Compensation for Extra Work authorized by a Change Order shall be computed on the basis of one or more of the following:

1. By the application of the unit prices stated in the Agreement, if any, to the quantities of the items involved,
2. By the application of unit prices agreed upon by LEH-MUA and General Contractor if the Work involved is not covered by unit prices contained in the Agreement,
3. By mutual acceptance of a lump sum supported by a Cost Proposal, or
4. As defined in Section 007000, Article 12.

C. Scope of Work Deletions

For Work to be deleted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following:

1. Unit prices stated in the Agreement,
2. Unit prices agreed upon by LEH-MUA and General Contractor in the absence of unit prices stated in the Agreement,
3. A lump sum agreed upon by LEH-MUA and General Contractor, based upon the actual costs that would have been incurred in performing the deleted portions of the Work.

D. Revisions Involving Additional and Deleted Scopes of Work

1. If an individual Change Order involves both Additional Work and Deleted Work in the same portion of the Work, a General Contractor Fee will not be allowed if the deductive cost exceeds the additive cost.
2. If the additive cost exceeds the deductive cost, a General Contractor Fee will be allowed only on the difference between the additive cost and deductive cost.

E. When the cost of property made obsolete or in excess as a result of a change confirmed by LEH-MUA under this paragraph is included in the equitable adjustment, LEH-MUA will have the right to prescribe the manner of disposition of the property or its proceeds. The equitable adjustment will not include increased costs or time extensions for delay resulting from the General Contractor's failure to provide notice or to provide notice or to continue performance as provided in this Article.

1.05. CALCULATING THE COST FOR REVISIONS TO THE WORK

A. The term "Cost of Extra Work" as used in this Specification with respect to Change Orders shall mean the actual costs incurred by the General Contractor and each Subcontractor regardless of tier involved. The Cost of Extra Work shall be limited to the following (to the extent the General Contractor demonstrates that they were actually incurred):

1. Straight-time wages or salaries for employees employed for the Project, in the direct performance of the Extra Work except as identified in 1.05.B. Off site construction work must be specifically authorized in writing by LEH-

MUA and all labor wages and salaries shall be in accordance with the prevailing wages of the area where the work is being undertaken. Supporting schedule of wages should be provided when requested by LEH-MUA.

2. Fringe Benefits and Payroll Taxes for employees employed in the direct performance of the Extra Work. Offsite construction work must be specifically authorized in writing by LEH-MUA, in the direct performance of the Extra Work.
3. Overtime wages or salaries, specifically authorized in writing by LEH-MUA, for employees, in the direct performance of the Extra Work.
4. Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by LEH-MUA, for employees employed, in the direct performance of the Extra Work.
5. The cost of materials and consumable items that are furnished and incorporated into the Extra Work, as approved by LEH-MUA. Such costs shall be charged at the lowest price available to the General Contractor, but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to LEH-MUA. The General Contractor shall make provisions so that applicable discounts, rebates, refunds and returns may be obtained.
6. Sales taxes on the costs of materials and consumable items that are incorporated into and used in the performance of the Extra Work pursuant to Paragraph 1.05.A.5 above.
7. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by LEH-MUA, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the current rates for the area in which the work is performed. General Contractor shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work. The contractor is responsible for ensuring that rental machinery and equipment is utilized to an extent that can reasonably be expected. Extra rental charges resulting from this will not be reimbursable under the contract.
8. Additional costs of royalties and permits due to the performance of the Extra Work.
9. The cost for Insurance and Bonds shall not exceed the values defined in General Conditions.

- B. The Cost of Extra Work shall not include any of the following:
1. Superintendent(s)
 2. Assistant Superintendent(s)
 3. Project Engineer(s)
 4. Project Manager(s)
 5. Scheduler(s)
 6. Estimator(s)
 7. Incidental Drafting or Detailing
 8. Hand tools and small tools (Where replacement value does not exceed \$1000)
 9. Office expenses including staff, materials and supplies
 10. On-site or off-site trailer and storage rental and expenses
 11. Site fencing
 12. Utilities including gas, electric, sewer, water, telephone, facsimile, copier equipment
 13. Data processing personnel and equipment
 14. Federal, state, or local business income and franchise taxes
 15. Overhead and profit
 16. Costs and expenses of any kind or item not specifically and expressly allowed in the Cost of Extra Work (see Paragraph 1, above)
- C. The General Contractor and its subcontractors, regardless of tier, are allowed the percentage as provided in Section 007000 Article 12.3.1C and Article 12.3.8 for compensation for overhead, profit, insurance, and all other direct and indirect costs of the revision of the work.

1.06. REVISIONS TO THE DURATION OF THE WORK

- A. Adjustments to the Contract Time for Delay: This article further defines Article 10.5, CONTRACT ADJUSTMENT FOR DELAY, of Section 007000,.
1. The Contract Time will be adjusted for a delay if, and only if, the General Contractor demonstrates that all of the following six conditions have been met:
 - a. Condition Number One: When the event causing the delay commences, the General Contractor has complied with all Contract requirements for maintaining, submitting, and updating Project Schedules.
 - b. Condition Number Two: The delay is critical. A delay is critical if

and only to the extent it delays a work activity that cannot be delayed without delaying completion of the entire Project beyond the contractually specified date for final completion of the Work as stated in the Notice to Proceed, or as amended by Change Order. The following items apply to this condition:

- i. If the Project Schedule shows completion of the entire Project before the contractually-specified date for final completion of the Work, a delay is critical if and only to the extent the delay pushes completion of the entire project to a date that is beyond the contractually specified date for final completion of the Project.
 - ii. When two or more delays occur concurrently, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted, such concurrent critical delays shall be treated as a single delay which commences at the start of the delay that begins first and terminates at the cessation of the delay that ends last.
- c. Condition Number Three: The delay is supported by the Project Schedule (or, if appropriate, the Preliminary Schedule), current at the commencement of the event giving rise to the delay. A delay is supported only to the extent the Contract Schedule (or, if appropriate, the Preliminary Schedule) corroborates that it causes a delay to completion of the entire Project beyond the contractually specified date for full completion. The requirement that a delay be supported will be excused if the event causing the delay commences before approval of the Contract Schedule, provided that the absence of an approved Contract Schedule is not due to the General Contractor's failure to timely submit an acceptable Proposed Contract Schedule.
- d. Condition Number Four: Within 3 working days of the date that the General Contractor discovers or reasonably should discover an act causing the delay, (even if the General Contractor has not been delayed when the General Contractor discovers or reasonably should discover the act giving rise to the delay) the General Contractor submits a timely Change Order Request that meets the requirements of Paragraph 1.05.A.
- e. Condition Number Five: The delay is not caused by:
- i. A naturally occurring unforeseen site condition (e.g., unanticipated naturally occurring rock or sand).
 - ii. The financial inability, misconduct or default of the

- General Contractor, a Subcontractor or supplier.
 - iii. The unavailability of materials or parts.
 - f. Condition Number Six: The delay is caused by:
 - i. Fire.
 - ii. Strikes, boycotts, or like obstructive actions by employees or labor organizations.
 - iii. Acts of God (As used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves).
 - iv. A man-made (not naturally occurring) unforeseen site condition such as buried utility lines, pipes, and the like.
 - v. An error or omission in the Criteria Documents prior to jurisdictional approval only.
 - 2. LEH-MUA's decision to change the Scope of the Work, where such decision is not the result of any default or misconduct of the General Contractor.
 - 3. LEH-MUA's decision to suspend the Work, where such decision is not the result of any default or misconduct of the General Contractor.
 - 4. The failure of LEH-MUA to timely perform any contractual obligation, unless such failure is due to General Contractor's default or misconduct.
 - 5. If a delay meets the six conditions described above, the Contract Time will be extended by the number of days completion of the entire Project is delayed beyond the specified date for final completion of the Work.

1.07. COORDINATION AND MEETINGS

LEH-MUA will not accept Change Order Requests regarding issues being detailed and coordinated under the provisions of Section 012700, Coordination.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – FORMS (NOT USED)

END OF SECTION

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes administrative and procedural requirements for documenting the progress of construction during performance of the work, including but not limited to, the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Special reports.
 - 8. Construction photographs.

1.3 RELATED SECTIONS

- A. Progress meetings – Section 012020.
- B. Project Schedule – Section 013100.

- C. Submittals – Section 013300.
- D. Coordination – Section 013110.
- E. Closeout procedures – Section 017700.

1.4 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

- F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.5 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Submittals Schedule: Submit PDF copy of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release.
- C. Preliminary Construction Schedule: Submit PDF
- D. Preliminary Network Diagram: Submit PDF.

- E. Contractor's Construction Schedule: Submit PDF of initial schedule.
- F. CPM Reports: Concurrent with CPM schedule, submit three printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
 - 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- G. Daily Construction Reports: Submit PDF at weekly intervals.
- H. Material Location Reports: Submit PDF at monthly intervals.
- I. Field Condition Reports: Submit PDF at time of discovery of differing conditions.
- J. Special Reports: Submit two copies at time of unusual event.
- K. Digital Photographs: Submit image files within three days of taking photographs.
 - 1. Submit photos on CD-ROM or thumb-drive or by uploading to web-based Project management software site. Include copy of key plan indicating each photograph's location and direction.
 - 2. Identification: Provide the following information with each image description in file metadata tag or in web-based Project management software site:

- 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 location, vantage point, and direction.
- g. Unique sequential identifier keyed to accompanying key plan.

1.6 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.
- B. Photographer Qualifications: An individual of established reputation who has been regularly engaged as a professional photographer for not less than three years.
- C. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints, including work stages, area separations, interim milestones, and partial Owner occupancy.
 - 4. Review delivery dates for Owner-furnished products.

5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.7 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
- C. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities including temporary lighting.

PART 2 PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - 2. Initial Submittal: Submit concurrently with preliminary network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.

2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 10 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date. Delivery dates indicated stipulate the earliest possible delivery date.
 5. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.

- d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
- a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. 1.Startup and placement into final use and operation.
7. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
 - b. Permanent space enclosure.

- c. Completion of mechanical installation.
 - d. Completion of electrical installation.
 - e. Substantial Completion.
- E. Milestones: Include milestones indicated in the schedule.
 - F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
 - G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
 - H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 14 days of date established for commencement of the Work. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

- C. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for commencement of the Work.
 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 4. Use "one workday" as the unit of time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Purchase of materials.
 - c. Delivery.
 - d. Fabrication.
 - e. Installation.
 2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Sub-networks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediately preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule Updating: Concurrent with revising schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.

5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.
- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 4. Prepare list for ease of comparison with payment requests, coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. High and low temperatures and general weather conditions.
 5. Accidents.

6. Meetings and significant decisions.
 7. Unusual events (refer to special reports).
 8. Stoppages, delays, shortages, and losses.
 9. Meter readings and similar recordings.
 10. Emergency procedures.
 11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received.
 14. Services connected and disconnected.
 15. Equipment or system tests and startups.
 16. Partial Completions and occupancies.
 17. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, duration's, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

3.2 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified commercial photographer to take construction photographs.
- B. 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.
- C. 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 the file name for each image.
- D. Preconstruction Photographs: Before starting construction, take four color photographs of Project site and surrounding properties from different vantage points, as directed by Architect. Show existing conditions adjacent to property.
- E. Periodic Construction Photographs: Take four color photographs monthly, coinciding with cutoff date associated with each Application for Payment. Photographer shall select vantage points to best show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take eight color photographs after date of Substantial Completion for submission as Project Record Documents. Architect may direct photographer for desired vantage points.

END OF SECTION

SECTION 013220

PHOTOGRAPHIC DOCUMENTATION

- PART 1 — GENERAL
 - SUMMARY:
- This Section includes:
 - Part 1 – General
 - Summary
 - Part 2 – Products
 - 2.01 – Photographic Media
 - Part 3 – Execution
 - 3.01 – Construction Photographs
 - Part 4 – Forms (Not Used)
- This Section includes administrative and procedural requirements for the following:
 - Preconstruction photographs.
 - Periodic construction photographs.
- Related Documents:
- Drawings and general provisions of the contract, including AIA 201 and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- Related Sections include the following:
 - Section 013300 Submittals.
 - Section 017700, Closeout Procedures, for submitting digital media as Project Record Documents at project closeout.
- PART 2 — PRODUCTS
- 2.01 PHOTOGRAPHIC MEDIA
- Digital Images: Provide images in uncompressed jpg format, produced by a digital camera with minimum sensor size of 8.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

- PART 3 — EXECUTION

- CONSTRUCTION PHOTOGRAPHS

- 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.
- Maintain key plan with each set of construction photographs that identifies each photographic location.
- Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- Date and time: Include date and time in file name for each image.
- Field Office Images: Maintain one set of images in the field office at project site, available at all times for reference. Identify images same as for those submitted to the Architect and LEH-MUA's Project Manager.
- Preconstruction Photographs: Before commencement of demolition, or commencement of construction, take digital photographs of project site and surrounding properties, including existing items to remain during construction, from different vantage points.
- Periodic Construction Photographs: Take digital photographs weekly, 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. Deliver copy of Construction Progress Photographs to LEH-MUA, Architect, or its representative.
- LEH-MUA and Architect-directed Construction Photographs: From time to time, the Architect or LEH-MUA Project Manager may instruct photographer about number and frequency of photographs and subject, general directions or vantage points for photographs to be provided at no extra cost. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.
- PART 4 — FORMS (NOT USED)

* * * * *

END OF SECTION

SECTION 013300

SUBMITTALS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete submittal requirements as specified herein, including, but not limited to, the following:
 - 1. Shop drawings and samples.
 - 2. Integrated drawings.

1.3 RELATED SECTIONS

- A. Project schedule – Section 013100.

PART 2 PRODUCTS

2.1 SHOP DRAWINGS AND SAMPLES

- A. General
 - 1. The Contractor shall be responsible for coordinating the schedule for submittal of shop drawings and samples with his progress schedule and the requirements of the Contract Schedule, and submit a coordinated schedule of submission of all shop drawings and samples to the Architect.
 - 2. Failure of the Contractor to schedule and submit shop drawings and samples in ample time for checking, correction, and rechecking will not justify any

delay in the Contract Schedule. Allow ample time for items to be tested, including time for retesting if the tests or mock-ups fail.

3. Samples, shop drawings, manufacturers' literature, and other required information shall be submitted in sufficient time to permit proper consideration and action on same before any materials and items are delivered on the work. Stagger submissions so that the Architect can review the documents in an orderly and timely manner. All samples of materials requiring laboratory tests shall be submitted to the laboratory for testing not less than 90 days before such materials are required to be used in the work. All other samples, manufacturers' literature, and other sample information shall be submitted for approval not less than 30 days before such materials are required to be used in the work.
4. Shop drawings for each Section of the work shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space for the stamps of the Contractor, Architect, and one of the Architect's consultants.
5. All shop drawings shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Architect and shall bear the Contractor's stamp of approval certifying that they have been so checked. Any shop drawings submitted without this stamp of approval and certification, and shop drawings which, in the Architect's opinion, are incomplete, contain errors or have not been checked, or only checked superficially, will be returned unchecked by the Architect for re-submission by the Contractor.
6. In checking shop drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any Section or trade with the requirements of all other Sections or trades whose work is related thereto, as required for proper and complete installation of the work. The Architect will review shop drawings. The Architect's acceptance of shop drawings is for design only and not method of assembly or erection. Acceptance shall in no way be construed as (1) permitting any departure whatsoever from the Contract Documents; (2) relieving the Contractor of full responsibility for any error in details, dimensions, omissions, or otherwise that may exist; (3) relieving the Contractor of full

responsibility for adequate field connections, erection techniques, bracing, or deficiencies in strength; (4) relieving the Contractor of full responsibility for satisfactory performance of all work and coordination with the work of all subcontractors and other contractors; or (5) permitting departure from additional details or instructions previously furnished by the Architect. Acceptance of such drawings shall not be construed as a complete check, nor shall it relieve the Contractor from responsibility for proper fitting of the work, nor from the necessity of furnishing any work which may not be indicated on shop drawings when approved. The Contractor shall be solely responsible for any quantities which may be shown on the shop drawings.

7. No work shall be fabricated, manufactured, or installed from shop drawings stamped "Revise and Resubmit" or "Rejected", and such shop drawings shall be corrected and resubmitted by the Contractor until accepted by the Architect. At least one complete set of "No Exceptions Taken and/or Make Corrections Noted" shop drawings shall be kept at the site in the Contractor's field office for reference at all times. "Revise and Resubmit" or "Rejected" shop drawings shall not be permitted at the site.
8. Submittals marked "No Exceptions Taken":
 - a. Submittals which require no corrections by the Architect will be marked "No Exceptions Taken".
9. Submittals marked "Make Corrections Noted":
10. Submittals marked "Revise and Resubmit" or "Rejected":
 - a. When submittals are contrary to contract requirements or too many corrections are required, they shall be marked "Revise and Resubmit" or "Rejected". No work shall be fabricated under this mark. The Architect shall list his reasons for rejection on the submittals or in the transmittal letter accompanying their return. The submittals must be corrected and resubmitted for approval.

11. Submittals which require only a minor amount of correcting shall be marked "Make Corrections Noted". This mark shall mean that checking is complete and all corrections are obvious without ambiguity. Fabrication will be allowed on work marked "Make Corrections Noted" provided such action will expedite construction and noted corrections are adhered to. If fabrication is not made strictly in accordance with corrections noted, the item shall be rejected in the field, and the Contractor will be required to replace such work in accordance with corrected submittals.
12. All shop drawings and samples shall be identified as follows:
 - a. Date of submittal.
 - b. Title of project.
 - c. Name of Contractor and date of his approval.
 - d. Name of subcontractor or supplier and date of submittal to Contractor.
 - e. Number of submission.
 - f. Any qualification, departure, or deviation from the requirements of the Contract.
 - g. Federal Specification or ASTM number where required.
 - h. Such additional information as may be required by the Specifications for the particular material being furnished.
13. If the Contractor wishes to deviate from the materials or details as shown in Specifications or Drawings, he shall submit the proposed deviation with shop drawings and/or samples stating the extent and the materials or details being replaced. The Contractor shall also submit information on the allowed credit or extra cost required for the proposed deviation, and also all information relating to the work of other Sections revised by the proposed deviation.
14. The Architect will review and approve shop drawings and samples for approval within 15 calendar days, but only for conformance with the design

concept of the work and with information contained in the Contract Documents.

15. Incomplete shop drawings will be returned without checking for proper submission, and this shall not be considered as cause for delay of the work or extra compensation to the Contractor.
16. The Contractor shall submit appropriate transmittal forms with every submittal of shop drawings, manufacturer's literature, and samples. All reproducibles shall be rolled on cardboard tubes for resubmittal. The Contractor shall submit all required shop drawings, manufacturer's literature and samples in accordance with the procedures specified herein.
17. Unless otherwise specifically directed by the Architect, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
18. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
19. The Contractor shall submit one copy of each standard referred to in the Specifications (ASTM, Fed. Spec., etc.) with the submission of each respective shop drawing, sample, or literature.

B. Submission of Shop Drawings

1. Architectural Work: Submit pdf of each shop drawing to the Architect for approval. If approved, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted", and the Contractor shall print the required number of copies. In the event the Architect returns pdf stamped "Revise and Resubmit" or "Rejected", the Contractor shall make indicated changes and resubmit pdf to the Architect.
2. Structural Work and Mechanical Work: Submit pdf of each shop drawing to the Engineer, with pdf to the Architect. If accepted, the Architect shall return pdf stamped "No Exceptions Taken" or "Make Corrections Noted", and the Contractor shall print the required number of copies. In the event

the Architect returns pdf stamped "Revise and Resubmit" or "Rejected", the Contractor shall make indicated changes and resubmit pdf to the Engineer and the Architect.

3. Prints: The Contractor shall provide all prints or shop drawings as reasonably required by subcontractors, material suppliers, superintendents, inspectors, and others as required for the work, or as directed by the Architect. The Contractor shall pay all costs in connection with printing and distribution of shop drawings.

C. Submission of Manufacturer's Literature, Including Catalog, Catalog Cuts, Brochures, Charts, Test Data, and Similar Information

1. Manufacturer's literature will receive consideration only when accompanied by the transmittal form properly filled out, as indicated, and listing each item of literature, as well as the Specification Section and paragraph numbers describing such materials. Any deviations from contract requirements shall be stated on the above form or attached to it.
2. Architectural Work: Submit pdf of manufacturer's literature to the Architect for acceptance. If accepted, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted". The Contractor shall resubmit pdf of correct or corrected literature of all submissions stamped by the Architect "Revise and Resubmit" or "Rejected".
3. Structural Work and Mechanical Work: Submit pdf of manufacturer's literature to the Engineer and the Architect. If accepted, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted". The Contractor shall resubmit pdf of correct or corrected literature to the Engineer for all submissions stamped "Revise and Resubmit" or "Rejected" by the Engineer.
4. All copies of manufacturer's literature required to be resubmitted hereunder shall be original printed material. Reproductions of printed material will not receive consideration.

D. Submission of Samples

1. All samples shall be submitted in triplicate unless otherwise indicated in the Specifications.

2. Samples will receive consideration only when accompanied by the transmittal form properly filled out, as indicated, and listing each sample, as well as the listing of any ASTM, Federal or other standard references specified or applicable and such additional information as may be required by the Specifications for the materials being submitted. Any deviation from the contract requirements shall be so stated on the above form or attached to it.
3. The Architect shall have the right to require submission of samples of any materials, whether or not specifically indicated in the various Sections of the Specifications.
4. Unless otherwise specified, samples of sufficient size to indicate general visual effect shall be submitted. Where samples must show a range of color, texture, finish, graining, or other similar property, the Contractor shall submit sets of pairs illustrating the full scope of the range.
5. One (1) sample of each submission will be returned to the Contractor. Samples stamped "Revise and Resubmit" or "Rejected" by the Architect shall be resubmitted in triplicate by the Contractor.
6. All samples stamped "No Exceptions Taken" or "Make Corrections Noted" shall be kept at the site in the Contractor's field office facilities for reference at all times. "Revise and Resubmit" or "Rejected" samples shall not be kept at the site.

2.2 INTEGRATED DRAWINGS

- A. The HVAC subcontractor shall prepare a Drawing or Drawings showing duct work, heating and sprinkler piping. This Drawing shall include location of grilles, registers, etc., and access doors in hung ceilings. Locations shall be fixed by elevations and dimensions from column center lines and/or walls.
- B. The HVAC subcontractor shall prepare and distribute to the Plumbing and Electrical subcontractors, the General Contractor, and to the Architect a reproducible of the above.
- C. The HVAC subcontractor shall lay out on his reproducible the reflected ceiling plan, beam soffit elevations, ceiling heights, roof openings, etc.

- D. The Plumbing subcontractor shall lay out on his reproducible the piping, valves, clean-outs, etc., indicating locations and elevations and shall indicate the necessary access doors.
- E. The Electrical subcontractor shall indicate on his reproducible the fixtures, large conduit runs, clearances, pull boxes, junction boxes, sound system speakers, etc.
- F. The General Contractor shall indicate on his reproducible any structural framing, ceiling hangers, etc.
- G. The General Contractor shall call as many meetings with the subcontractors as are necessary to resolve any conflicts that become apparent. He will call on the services of the Consultant Engineer or Architect where necessary. The General Contractor is responsible for the coordination of the Drawing or Drawings.
- H. On resolution of the conflicts, each subcontractor shall enter his own work on the HVAC subcontractor's reproducible, which shall become the master or integrated Drawings. The master reproducible shall be signed by each contributing subcontractor to indicate his acceptance of the arrangement of the work.
- I. A reproducible copy of the master integrated Drawing will be prepared by the HVAC subcontractor. The General Contractor will make distribution.
- J. Each subcontractor shall prepare his Shop Drawings in accordance with the integrated Drawings. No work will be permitted without approved Shop Drawings. It is therefore essential that this procedure be instituted as quickly as possible.

PART 3 EXECUTION

3.1 COORDINATION OF SUBMITTALS

- A. Prior to submittal for Architect's review, use all means necessary to fully coordinate all material, including the following procedures:

Little Egg Harbor MUA Office Addition

Submittals

013300-8

1. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.
 2. Coordinate as required with all trades and with public agencies involved.
 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 4. Clearly indicate all deviations from the Contract Documents.
- B. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items; the Architect may reject partial submittals as not complying with the provisions of the Contract Documents.

END OF SECTION

SECTION 013400

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section Includes:

1. Part 1 – General
 - 1.01 – Summary
 - 1.02 – Definitions
 - 1.03 – General Contractor’s Responsibilities
 - 1.04 – Identification of Data
 - 1.05 – Color and Finish Selection
 - 1.06 – Submission Requirements
 - 1.07 – Review and Processing
2. Part 2 – Products (Not Used)
3. Part 3 – Execution (Not Used)
4. Part 4 – Forms (Not Used)

B. Submittals

1. Shop drawings.
2. Product or catalog data.
3. Samples.

C. Related work specified elsewhere:

1. Section 013000 – Submittals
2. Section 014100 - Tests and Inspections.
3. Section 017300 - Operations and Maintenance Manuals.
4. Section 017500 – Project Attic Stock.

1.02 DEFINITIONS

A. Shop Drawings

1. Original drawings prepared by General Contractor, Subcontractor, Supplier or Distributor, which illustrate some portion of the work; showing fabrication, layout, setting or erection details.
2. Identify details by reference to sheet and detail numbers shown on Contract Drawings.

B. Product or Catalog Data

1. Manufacturer's standard drawings modified to delete non-applicable data or include applicable data.
2. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations or other descriptive data. Mark each copy to identify pertinent dimensions, materials, products or models.

C. Samples

1. Physical examples to illustrate materials, equipment or workmanship.
2. Office samples to show functional characteristics of product or material. Submit with full range of colors available.

1.03 GENERAL CONTRACTOR'S RESPONSIBILITIES

- A. Within 30 days after award of contract, and before submitting items for review, General Contractor shall submit and coordinate a Project Submittals List and Schedule for all Shop Drawings, Product Data, and Samples to be included as part of the Work. Refer to the requirements of Section 013300, Submittals.
- B. As part of the Preconstruction Meeting requirements as defined in Section 012020, Coordination and Meetings, General Contractor shall have prepared and made ready the Shop Drawings, Product Data, and Samples items to be submitted and reviewed as part of the requirements for that meeting.
- C. As part of the design of the Work and prior to construction the General Contractor shall verify that all products as required have been coordinated, and must be completed prior to or as part of the Submittal requirements.
- D. Prior to Submittal:

1. Review and approve Shop Drawings, Product Data and Samples prior to submission to the Architect/LEH-MUA.
2. Coordinate each submittal with work of the project and CONTRACT Documents so as to cause no delays in the work.
3. By approving and submitting Shop Drawings, Product Data and Samples, the General Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the CONTRACT Documents. The General Contractor shall not be relieved of responsibility for any deviation from the requirements of the CONTRACT Documents by the Architect/LEH-MUA's acceptance unless the General Contractor has specifically informed the Architect/LEH-MUA in writing of such deviation at the time of submission and the Architect/LEH-MUA has given written acceptance to the specific deviation.
4. General Contractor's responsibility for errors and omissions in submittals or deviations from CONTRACT Documents is not relieved by the Architect/LEH-MUA's review of submittals.
5. The General Contractor shall direct specific attention, in writing or on submitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect/LEH-MUA on previous submittals.

E. After Submittal

1. Begin no work which requires submittals until return of such submittals with the Architect's stamp and signature indicating review.
2. Distribute copies of submittals to subcontractors, suppliers or manufacturers as their interests appear.

1.04 IDENTIFICATION OF DATA

- A. All submittals for review shall have the following identification data, as applicable, contained thereon or permanently adhered to.
1. Project Name and Location
 2. Subcontractor's, Vendor's, and/or Manufacturer's Name, Address and Phone Number

3. Product Identification
4. Shop Drawing Title, General Contractor's Drawing Number, and Date of Drawing and Revisions
5. Applicable CONTRACT Drawings and Specifications Section Numbers
6. General Contractor Approval, Signature and Date

B. Submittal Format

Submittal No. _____

Project Name _____

Specifications No. _____

Product _____

Section No. _____

Supplier _____

We have reviewed the submitted and have verified that it meets the criteria required in accordance with the plans and specifications.

General Contractor's
Name _____

Signature _____

Title _____

C. Catalog Data

1. Each separate catalog, brochure or single page data sheet submitted shall have the identification required and the General Contractor approval.
2. Catalogs or brochures containing multiple items for review need identification only on the cover. Identify page numbers and catalog items.
3. In the event that one or more of the multiple items are not accepted in any submittal, additional copies required will not be required until all items are accepted.

4. Provide a space approximately 4" x 4" for LEH-MUA and/or Architect to affix its status stamp.

1.05 COLOR AND FINISH SELECTION

A. General Contractor Submittals

1. Submit as soon as practical, subsequent to award of contract, names of manufacturers and pertinent products or materials proposed for use in which a color selection is required.
2. Submit standard color charts or samples as requested by the Architect/LEH-MUA. All items for color selection must be submitted prior to issuance of any approvals.
3. General Contractor is responsible for submitting products that comply with technical specifications.

1.06 SUBMISSION REQUIREMENTS

- A. Submit all Shop Drawings, Product or Catalog Data and Samples to the Architect/LEH-MUA by transmittal containing identification of project, specifications number and identification of items being submitted.

B. Shop Drawings and Product Data

1. Original Submittal — Six (6) copies of all Shop Drawings and/or Product Data for review in ample time to coordinate necessary features of construction with all fabrication and installation requirements.
2. Resubmittal — When required, copies will be returned to General Contractor. After revision submit new copies as stipulated for original submittal. Indicate all changes.
3. Equipment Data Submittals: Equipment data submittals, including complete technical, performance, and catalog data, are required for every mechanical and electrical equipment item proposed for the Work, each submittal bound, indexed, and containing information and data as specified in this section. Each submittal shall include information covering performance and operating curves, ratings, capacities, characteristics, power efficiency, each manufacturers' standard guarantees and warranties with the terms and conditions fully described, and all other information to fully illustrate and describe the items as may be specified or required for approval. Submit in

sets which cover complete systems or functioning units. Where applicable, include the approved equipment data and submit with the manuals specified in Section 017000-Contract Close-out.

C. Samples

1. Original Submittal — Furnish three (3) samples, unless otherwise specified, of each item for which samples are required for review. Obtain review prior to delivery of material to project site. Such samples shall be representative of actual material proposed for use in project and of sufficient size to demonstrate design, color, texture, and finish.
2. Resubmittal — All rejected samples will be returned upon request. All resubmittals shall consist of three (3) samples.

1.07 REVIEW AND PROCESSING

A. General

1. The Architect/LEH-MUA will review and accept or take other appropriate action upon General Contractor submittals for conformance with the design concept of the work and with the information given in the CONTRACT Documents. Acceptance of a specific item shall not indicate acceptance of an assembly of which the item is component.
2. Submittals not approved by the General Contractor will be returned to General Contractor. Submittals will not be reviewed or accepted by LEH-MUA or Architect without General Contractor prior review and approval.

B. Review

1. Product Data — After review, two (2) copies bearing LEH-MUA's or Architect's review stamp and signature will be returned to General Contractor.
2. Samples — After review, one (1) sample will be returned and the remainder will be retained by LEH-MUA until completion of the work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 – FORMS (NOT USED)

* * * * *

END OF SECTION

SECTION 013700

SCHEDULE OF VALUES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes:
 - 1. Part 1 - General
 - 1.01 - Summary
 - 1.02 – Form of Submittal
 - 1.03 – Review and Resubmittal
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)
- B. Submit to the Architect and LEH-MUA's Project Manager, an accurate and realistic Schedule of Values allocated to the various portions of the work, twenty (20) calendar days from issuance of the Advanced Notice to Proceed under the Owner Contractor ~~Services~~ Agreement.
- C. The Schedule of Values, once approved by the Architect and LEH-MUA's Project Manager:
 - 1. Shall become the basis for the General Contractor applications for payment to be reviewed and submitted monthly to LEH-MUA's Project Manager for the duration of the Project. Upon request by LEH-MUA's Project Manager, support values given with data that will substantiate their correctness.
 - 2. Shall be used to Cost Load the Project Construction Schedule.
 - 3. A cost report from Cost Loaded Construction Schedule may be used for Monthly Progress Payments in lieu of this first Schedule of Values, if approved by LEH-MUA or the Architect.
- D. Related requirements specified elsewhere.
 - 1. Section 00700 Supplementary Conditions.
 - 2. Cost Proposal Form See Exhibit A Bid Form.
 - 3. Section 007000 - Supplementary Requirements

4. Section 013100 - Project Schedule.

1.02 FORM OF SUBMITTAL

- A. Identify the following on the Schedule of Values:
 - 1. Title of project and location.
 - 2. Specification number.
 - 3. Name and address of General Contractor.
 - 4. Date of submission.
- B. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Use the Table of Contents of the project specifications as a basis for the format for listing component items i.e. by CSI Division and subsequent breakdown of each division.
 - 1. Identify each line item with the number and title of the respective section of the specifications.
- D. List sub-values of major products or operations for each line item. Additional sub-values may be requested by the Architect or LEH-MUA.
- E. Costs for the various portions of the work:
 - 1. Each item shall include a directly proportional amount of the General Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested, list the total installed value, including General Contractor's overhead and profit.
- F. A similar detailed schedule, itemizing costs and/or credits in a form satisfactory to LEH-MUA, shall accompany all quotations for changes in the work or for extra work. Refer to article entitled "Provisions for Extras" in the General Conditions of the project specifications.
- G. Except as directed by the Architect or LEH-MUA's Project Manager, Submittal activities, Shop Drawing activities, and other similar general conditions, administrative or engineering activities must be included in the value for each line item.
- H. The following cost line items must be listed separately in the Schedule of Values:
 - 1. A lump-sum amount for Mobilization.

2. Separate line items for:
 - a. Builder's Risk Insurance
 - b. Performance and Materials Bond
 - c. Liability insurance
 3. A lump-sum amount for Coordination and Meetings pursuant to Section 013110.
 4. A separate line item for provision of Operation and Maintenance manuals, pursuant to Section 017300.
- I. Round off figures to nearest ten (\$10) dollars wherever possible.
- J. The sum of all values listed in the schedule shall equal the total contract sum. Include additive or alternate bid items, if any.

1.03 REVIEW AND RESUBMITTAL

- A. After review by the Architect, revise and resubmit Schedule as required. Resubmit revised Schedule in same manner.
- B. After the Architect and LEH-MUA accepts the General Contractor's Schedule of Values, it cannot be changed without the express written approval of the Architect or LEH-MUA's Project Manager.
- C. Progress payments will not be made until Schedule of Values has been approved.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – FORMS (NOT USED)

* * * * *

END OF SECTION

SECTION 014000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.

1.3 RELATED SECTIONS

- A. Coordination – Section 013110.
- B. Testing and inspection – Section 014100.
- C. See Specifications on Drawings.

1.4 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.5 CONFLICTING REQUIREMENTS

- A. General: 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 uncertainties and requirements that are different, but apparently equal, to Design Professional 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 Design Professional for a decision before proceeding.

1.6 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

1.7 SUBMITTALS

- A. Qualification Data: 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. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed, and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are following performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
 2. Description of test and inspection.
 3. Identification of applicable standards.
 4. Identification of test and inspection methods.
 5. Number of tests and inspections required.
 6. Time schedule or time span for tests and inspections.
 7. Entity responsible for performing tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.
- D. Reports: Prepare and submit certified written reports that 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. Ambient 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.
- E. 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of New Jersey 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 to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
 1. Contractor responsibilities include the following:
 - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
 - d. When testing is complete, remove assemblies; do not reuse materials on Project.
 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.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

3.1 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 Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- 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

SECTION 014100

TESTING AND INSPECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the testing and inspection requirements as specified herein.

1.3 RELATED SECTIONS

- A. Requirements for testing and inspection shall be described in various Sections of these Specifications. Where no testing and inspection requirements are described but LEH-MUA decides that it is required, LEH-MUA may require additional testing and inspection to be performed at his own expense.
- B. Work Not Included
 - 1. Unless otherwise noted in this Section or other Section of work, LEH-MUA will select a pre-qualified independent testing laboratory and inspection professional.
 - 2. Unless otherwise noted in this Section or other Sections of work, LEH-MUA will pay for all initial services of the testing laboratory and inspection professionals as further described in Article 2.1 of this Section.

1.4 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to LEH-MUA's approval in accordance with ASTM E 329-13b "Standard Specification for Agencies Engaged in Construction Inspection, Testing or Special Inspection."

- B. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

1.5 PRODUCT HANDLING

- A. Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the work.

PART 2 PRODUCTS

2.1 PAYMENTS FOR TESTING AND INSPECTION SERVICES

- A. Initial Services: LEH-MUA will pay for all initial testing and inspection services.
- B. Retesting: When initial tests and inspections indicate non-compliance with local Codes and the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and inspectors and the costs thereof will be deducted by LEH-MUA from the Contract Sum.

2.2 CODE COMPLIANCE TESTING AND INSPECTION

- A. Inspections and tests required by Codes or Ordinances, or by a plan approval authority, shall be paid by for by LEH-MUA unless otherwise noted in this Section or other Sections of work. Retesting or inspection as required shall conform to the requirements of Article 2.1 B of this Section.

2.3 CONTRACTOR'S TESTING

- A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.
- B. Where operating tests are specified, the Contractor shall test his work as it progresses, on his own account, and shall make satisfactory preliminary tests in all cases before applying for official tests.

- C. Tests shall be made in the manner specified, for the different branches of the work. Each test shall be made on the entire system for which such test is required, wherever practical. In case it is necessary to test portions of the work independently, the Contractor shall do so without extra compensation. The Contractor shall furnish all labor, material and apparatus, make corrections and conduct the official test. The test will be conducted in the presence of a representative of the Architect.
- D. All parts of the mechanical and electrical work and associated equipment shall be tested and adjusted to work properly and be left in perfect operating condition. All defects disclosed by these tests shall be corrected to the satisfaction of the Architect and Engineer without any additional cost to LEH-MUA. Tests shall be repeated on this repaired or replaced work if deemed necessary by the Architect. The Architect shall be notified at least forty-eight (48) hours in advance of all tests, and shall be represented at tests that he deems necessary. The Contractor shall furnish all necessary instruments, other equipment, and personnel required for such tests.
- E. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Architect.
- F. If the Architect or Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will endeavor to do so promptly and, where practicable, at the source of supply.

PART 3 EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY AND INSPECTORS

- A. Representatives of the testing laboratory and inspectors shall have access to the work at all times. Provide facilities for such access in order that they may properly perform their functions.

3.2 SCHEDULES

A. Establishing Schedule

1. By advance discussions with the inspection service and testing laboratory selected by the Owner, determine the time required to perform inspections and tests and to issue each of its findings.
2. Provide all required time within the construction schedule.

B. Revising Schedule

1. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the inspectors and testing laboratory as required.

C. Adherence to Schedule

1. When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the work, all extra costs for testing attributable to the delay will be back-charged to the Contractor.

3.3 TAKING SPECIMENS

- A. All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

END OF SECTION

SECTION 015000

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the construction facilities and temporary controls as shown on the drawings and specified herein, including but not limited to, the following:
 - 1. Construction sign.
 - 2. Stairs and ladders.
 - 3. Rodent control.
 - 4. Construction fence.
 - 5. Field office.
 - 6. Fire protection.
 - 7. Temporary utilities.
 - 8. Temporary toilets.
 - 9. Temporary roads and site access.
 - 10. Security.
 - 11. Water and snow control.
 - 12. Environmental controls.

1.3 RELATED SECTIONS

- A. Product Requirement - Section 016000.
- B. Cleaning - Section 017100.

PART 2 PRODUCTS

2.1 GENERAL

- A. Arrange for and provide temporary facilities and controls as specified herein and as required for the proper and expeditious prosecution of the work. Pay all costs, except as otherwise specified, until final acceptance of the work unless the Owner makes arrangements for the use of completed portions of the work after substantial completion.
- B. Make all temporary connections to utilities and services in locations acceptable to the local authorities having jurisdiction thereof; furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities; maintain such connections; remove the temporary installation and connections when no longer required; restore the services and sources of supply to proper operating condition.
- C. Unless otherwise noted, pay all costs for temporary electrical power, temporary water, and temporary heating; provide metering as necessary.
- D. A Staging Plan shall be submitted by the Contractor for approval by LEH-MUA. The Staging Plan shall locate all temporary facilities and services, including parking for the Contractor's employees, within the limits of the staging areas, and shall allot ground space to Subcontractors for storage of materials, and the erection of sheds and tool houses. Materials and equipment can only be stored in the staging area. No parking for Contractor's or Subcontractors' employees' vehicles will be allowed in undesignated parking areas. The staging area shall be maintained in good repair, free of mud and standing water, and passable at all times. All materials stored within the project site are the responsibility of the Contractor. At the completion of the work, the staging areas shall be restored to their original condition, gravel removed, topsoil replaced and graded and re-seeded.

2.2 PROJECT IDENTIFICATION

- A. No signs or advertisements will be allowed to be displayed on the premises without the approval of the Architect.
- B. One construction sign on the site shall be provided by the Contractor and shall be subject to the review of the Architect and the approval of the Owner.
- C. Erect the construction sign on the site where directed by LEH-MUA. Provide sign approximately 4 ft. x 8 ft. in size, of 3/4 in. plywood with structural supports. Use Douglas Fir Overlaid Plywood, Grade B-B high density, exterior, good two sides, complying with PS-1. The sign shall be primed and given two coats of alkyd white paint. Lettering shall be black of a type, size, and lay-out as directed by LEH-MUA. Sign shall contain the name of the Building, LEH-MUA, Architect, Contractor, and such other reasonable information as the Architect or LEH-MUA may require.

2.3 RODENT CONTROL

- A. Institute an effective program of rodent control for the entire site within the construction limits. Cooperate with local authorities and provide the regular services of an experienced exterminator who shall visit the site at least once a month for the entire construction period. Provide marked metal containers for all edible rubbish and enforce their use by all employees. Containers shall be emptied and the contents removed from the site as often as required to maintain an adequate rodent control program. If the program of rodent control used is not effective, take whatever steps are necessary to rid the project of rodents, and such action shall not be the basis of a claim for additional compensation or damages.

2.4 TEMPORARY CONSTRUCTION OPENINGS

- A. Provide openings in slabs, walls, and partitions where required for moving in large pieces of equipment of all types. Close and/or restore all openings and finish them after the equipment is in place. Structural modification, if required, shall be subject to review by the Architect.

2.5 TEMPORARY FENCE

- A. Provide and maintain an 8-foot high temporary fence to enclose the area at the job site and to guard and close effectively the designated area. Provide gates at locations where required for access to the enclosed area. Gates shall be cross-

braced, hung on heavy strap hinges, and shall have hasps and padlocks. Submit shop drawings of fence and gates for review of Architect and LEH-MUA. Paint the fence with two coats of an approved paint.

- B. Remove the fence upon completion of the work or at such time before final completion as directed by LEH-MUA.

2.6 TEMPORARY FIELD OFFICES

- A. Provide and maintain a field office with a telephone and internet at the job site with not less than 200 square feet of space. The office shall be complete with light, heat, air conditioning, toilet facilities, electric water cooler, plan racks, four-drawer metal file with lock, shelves for samples, tables, chairs, and janitor service. When it becomes possible to establish an office in the building, office accommodation of approximately the same size as those in the field offices, including the services above, shall be provided and maintained until the issuance of a certificate of substantial completion. Temporary offices shall be removed when no longer required. Provide a telephone and internet line and pay all charges for installation and calls, including long distance calls.

2.7 FIRE PROTECTION

- A. Provide and maintain adequate fire protection, ready for instant use, distributed around the project.
- B. Make arrangements for periodical inspection by local fire protection authorities and insurance underwriters inspections. Cooperate with said authorities and promptly carry out their recommendations.
- C. Open fire will not be permitted within the building enclosure or on the project site.

2.8 TEMPORARY HEAT AND VENTILATION

- A. Provide temporary heat as required during construction to protect the work from freezing or frost damage, and as necessary to ensure suitable working conditions for the construction operations of all trades. In areas of the building where work is being conducted, the temperature shall be maintained as specified in the various sections of the Specifications, but not less than 45 degrees Fahrenheit. Under no circumstances shall the temperature be allowed to reach a level that will cause damage to any portion of the work which may be subject to damage by low temperatures.

- B. Until the building, or any major portion thereof, is enclosed, temporary heating shall be by smokeless portable unit heaters of type listed by Underwriter's Laboratories, Factory Mutual, and the Fire Marshall. Pay for fuel, maintenance, and attendants required in connection with the portable unit heaters. Interior or exterior surfaces damaged by the use of these space heaters shall be replaced by new materials or be refinished.
- C. The building shall be considered enclosed when it has reached the stage when exterior walls have been erected, the roof substantially completed, exterior openings closed up either by the permanently glazed windows and doors, or by adequate temporary closing, and the building is ready for interior masonry and plastering operations.
- D. After the building, or any major portion thereof, has been enclosed, the permanent heating system as specified below may be used for temporary heat.
- E. When the permanent heating system, or a suitable portion thereof, is in operating condition, the system may be used for temporary heating, provided that the Contractor assumes full responsibility for the entire heating system, and pays all costs for fuel, operation, maintenance, and restoration of the system.
- F. Provide adequate ventilation as required to keep the temperature of the building within 10 degrees Fahrenheit of the ambient outdoor temperature when such ambient temperature exceeds 70 degrees Fahrenheit, and to prevent accumulation of excess moisture or to prevent excess thermal movement in the building.
- G. When the permanent air circulation system, or a suitable portion thereof, is in operating condition, it may be used without refrigeration or chilling, provided that the Contractor assumes full responsibility for the system which he is using, and pays costs for power, operation, maintenance, and restoration of the system. Provide temporary filters to adequately filter air being distributed through the duct work to the supply outlets; disposable filters shall be placed in front of all exhaust registers to keep construction dirt out of exhaust duct work. The Contractor shall thoroughly clean the interior of the air handling units and duct work prior to acceptance of the work.
- H. Upon conclusion of the temporary heating period, remove all temporary piping, temporary heating units, or other equipment and pay all costs in connection with repairing any damage caused by the installation or removal of temporary heating

equipment. Thoroughly clean and recondition those parts of permanent heating and air circulation systems used for temporary service.

2.9 TEMPORARY LIGHT AND POWER

- A. Make all arrangements with the local electric company for temporary electrical service to the construction site; provide all equipment necessary for temporary power and lighting; and pay all charges for this equipment, the installation thereof, and for current used. The electrical service shall be of 120v and 240v for single phase loads up to 30 amps for all construction tools and equipment without overloading the temporary facilities and shall be made available for power, lighting, and construction operations of all trades.
- B. In addition to the electrical service, provide power distribution as required throughout structure. The terminations of power distribution shall be at convenient locations in the building. Terminations shall be provided for each voltage supply complete with circuit breakers, disconnect switches, and other electrical devices as required to protect the power supply system.
 - 1. Provide double duplex outlets at not more than 200' O.C. both directions throughout this building.
- C. A temporary lighting system shall be furnished, installed, and maintained as required to satisfy minimum requirements of safety and security. The temporary lighting system shall afford general illumination in all building areas and shall supply not less than 150-watt lamps on 30' centers both directions of floor area for illumination in the areas of the building where work is being performed.
- D. All temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of the governing codes. All temporary wiring shall be maintained in a safe manner and used so as not to constitute a hazard to persons or property.
- E. When the permanent electrical power and lighting systems are in operating condition, they may be used for temporary power and lighting for construction purposes, provided that the Contractor assumes full responsibility for the entire power and lighting system, and pays costs for power, operations, maintenance, and restoration of the system.

2.10 TEMPORARY ROADS AND ACCESS TO SITE

- A. Construct and maintain in good usable condition all required temporary roads and access to site, and, when no longer required, remove all temporary construction and restore the site.
- B. Where streets now in use are within or adjacent to the work, keep the passageways of such streets open to vehicular and pedestrian traffic to building fronting thereon. Maintain constant access for police, fire and ambulance service.
- C. Mud carried off the site and into public roads shall be removed immediately by the Contractor.
- D. Access to the site for delivery of construction material or equipment shall be made only from locations designated by the Architect.

2.11 TEMPORARY STAIRS, LADDERS, RAMPS

- A. Provide and maintain all equipment such as temporary stairs, ladders, ramps, and chutes as required for the proper execution of the work.
- B. All such apparatus, equipment, and construction shall meet all requirements of the Labor Law and other state or local laws applicable thereto.
- C. As soon as permanent stairs are erected, provide temporary protective treads, handrails, and shaft protection.

2.12 TEMPORARY TOILETS

- A. Provide and maintain in a sanitary condition enclosed weathertight toilets for the use of all construction personnel at a location within the contract limits. Upon completion of the work, toilets shall be removed. Installation shall be in accordance with all applicable codes and regulations of authorities having jurisdiction. The number of toilet rooms required shall be in accordance with the ANSI Standard Safety Code for Building Construction or other local authorities.

2.13 TEMPORARY WATER SERVICE

- A. Provide at a point within 10 feet of the building (or buildings) all water necessary for construction purposes. Make all temporary connections to existing mains; provide temporary meter; and make arrangements to pay for the

temporary water service including cost of installation, maintenance thereof, and water used.

- B. Furnish drinking water with suitable containers and cups for use of employees. Drinking water dispensers shall be conveniently located in the building where work is in progress.
- C. When the permanent water supply and distribution system has been installed, it may be used as a source of water for construction purposes, provided that the Contractor assumes full responsibility for the entire water distribution system, and pays costs for operation, maintenance, and restoration of the system including the cost of water used.
- D. At the completion of the construction work or at such time after the Contractor makes use of the permanent water installation, all temporary water service equipment and piping shall be removed, and all worn or damaged parts of the permanent system shall be replaced and equipment placed in first class condition equal to new.

2.14 SECURITY

- A. Provide sufficient watchman service to prevent illegal entry or damage during nights, holidays, or other periods when work is not being executed, and such other control watchmen as required during working hours.
- B. Provide all temporary enclosures required for protecting the project from the exterior, for providing passageways, for the protection of openings both exterior and interior, and any other location where temporary enclosures and protection may be required.
- C. Take adequate precautions against fire; keep flammable material at an absolute minimum; and ensure that such material is properly handled and stored. Except as otherwise provided herein, do not permit fires to be built or open salamanders to be used in any part of the work.

2.15 WATER AND SNOW CONTROL

- A. From the commencement of the construction to the completion of the work, keep all parts of the site and the project free from accumulation of water, and supply, maintain, and operate all necessary pumping and bailing equipment.

- B. Remove snow and ice as necessary for the protection and prosecution of the work, and protect the work against weather damage.
- C. The Contractor shall take over responsibility for site drainage upon entering the premises and shall maintain such drainage until completion of the work so as not to adversely affect the adjacent areas.

2.16 ENVIRONMENTAL CONTROLS

- A. The Contractor shall comply with all applicable Federal, State and local laws, regulations, ordinances, codes and standards concerning environment control. Particular attention shall be given, without limitations, to:
 - 1. Minimization of dust, containment of chemical vapors, control of engine exhaust gases, and control of smoke from temporary heaters.
 - 2. Reduction of water pollution by control of sanitary facilities, proper storage of fuels and other potential contaminants, and prevention of siltation from land erosion.
 - 3. Minimization of noise levels.
 - 4. Proper and legal disposal, off site unless otherwise provided, of waste and spoil resulting from construction activities.

PART 3 EXECUTION

3.1 REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Architect.

END OF SECTION

SECTION 015700

TRAFFIC REGULATION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the traffic regulation as specified herein, as follows:
 - 1. Flagmen.
 - 2. Flares and Lights.
 - 3. Haul Routes.
 - 4. Traffic Signs and Signals.
 - 5. Removal.

1.3 RELATED SECTIONS

- A. Construction facilities and temporary controls - Section 015000.

1.4 SIGNS, SIGNALS, AND DEVICES

- A. Post Mounted and Wall Mounted Traffic Control and Information Signs.
- B. Traffic Control Signals: As approved by local jurisdictions.
- C. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- D. Flagmen Equipment: As approved by local jurisdictions.

1.5 FLAGMEN

- A. Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

1.6 HAUL ROUTES

- A. Consult with authority having jurisdiction in establishing public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

1.7 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
- C. Relocate as Work progresses, to maintain effective traffic control.

1.8 REMOVAL

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

(Not Applicable)

Little Egg Harbor MUA Office Addition

Traffic Regulation

015700-2

END OF SECTION

Little Egg Harbor MUA Office Addition

Traffic Regulation

015700-3

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete product requirements as specified herein, including but not limited to, the following:
 - 1. Product delivery, storage, and handling.
 - 2. Storage and protection.
 - 3. Identifying markings.
 - 4. Substitution requirements.
 - 5. Temporary use of equipment.
 - 6. General standards.

1.3 RELATED SECTIONS

- A. Operations and Maintenance – Section 017300.

1.4 TRANSPORTATION AND HANDLING

- A. Materials, products, and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.
- B. More detailed requirements for transportation and handling are specified under the technical Sections.

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 manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to 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 weathertight 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 manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 6. Protect stored products from damage and liquids from freezing.

7. Provide a secure location and enclosure at Project site for storage of materials and equipment by LEH-MUA's construction forces. Coordinate location with LEH-MUA.

1.6 IDENTIFYING MARKINGS

- A. Name plates and other identifying markings shall not be affixed on exposed surfaces of manufactured items installed in finished spaces.

1.7 PRODUCT APPROVAL STANDARDS

- A. Where the words "or approved equal" or other synonymous terms are used, it is expressly understood that they shall mean that the approval of any such submission is vested in the Architect, whose decision shall be final and binding upon all concerned. All submissions are subject to such approval and shall conform to the requirements of Article 1.8 herein.

1.8 SUBSTITUTIONS (SEE FORMS AT END OF THIS SECTION)

- A. After the contract has been executed, the Architect will consider a formal request for the substitution of products in place of those specified, under the following conditions:
 1. The request is accompanied by complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified or named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts.
 2. The request is accompanied by accurate cost data on the proposed substitution in comparison with the product specified, whether or not modification of the Contract Sum is to be a consideration.
- B. Requests for substitution based on Para (1) above, when forwarded by the Contractor to the Architect for review are understood to mean that the Contractor:
 1. 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:

2. will provide the same guarantee for the substitution that the contractor would for that specified;
 3. certifies that the cost data presented is complete and includes all related costs under this Contract, but excludes costs under separate contracts and the Architect's redesign costs, and that the contractor waives all claims for additional costs related to the substitution which subsequently become apparent; and
 4. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects, at no additional cost to LEH-MUA and at no extension of the contract completion date.
- C. Substitutions will not be considered if:
1. they are indicated or implied on shop drawings submissions without the formal request required in Para (1) above; or
 2. for their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.
- D. The Architect will examine, with reasonable promptness, such substitution submittals, and return of submittals to the Contractor shall not relieve the Contractor from responsibility for deviations and alternatives from the contract plans and specifications, nor shall it relieve him from responsibility for errors in the submittals. A failure by the Contractor to identify in his letter of transmittal material deviations from the plans and specifications shall void the submittals and any action taken thereon by the Architect. When specifically requested by the Architect, the Contractor shall resubmit such shop drawings, descriptive data and samples as may be required to evaluate substitutions.
- E. If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the contract plans and specifications, such changes shall not be made without the consent of the Architect and shall be made without additional cost to LEH-MUA.

1.9 TEMPORARY USE OF EQUIPMENT

- A. No equipment intended for permanent installation shall be operated for temporary purposes without the written permission of the Architect.

- B. The temporary or trial usage by LEH-MUA of any mechanical device, machinery, apparatus, equipment or any work or materials supplied under this Contract before final completion and written acceptance by the Architect, shall not be construed as evidence of the acceptance of same by LEH-MUA. LEH-MUA shall have the privilege of such temporary and trial usage, for such reasonable length of time as and when the Architect shall deem to be proper for making a complete and thorough test of same and no claim for damage shall be made by the Contractor for the injury to or breaking of parts of such work which may be caused by weakness or inaccuracy of structural parts or by defective material or workmanship. If the Contractor so elects, he may at his own expense, place a competent person or persons to make such trial usage; such trial usage shall be under the supervision of the Contractor.

1.10 GENERAL REQUIREMENTS

- A. In the event that it is necessary for the Contractor to store any materials offsite, he shall first obtain the approval of the Architect. The Contractor shall be responsible for insurance and warehousing charges of any materials stored offsite. The Contractor shall also be responsible for the cost of delivery to the job site of any materials that have been stored offsite.
- B. Materials delivered to the job site shall be carefully stored and protected from damage. Damaged material shall not be used in the work. The Contractor shall provide, where directed temporary storage facilities as may be required for the storage of all materials which might be damaged by weather.
- C. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the representative manufacturers, unless otherwise specified.
- D. Equipment, plant, and appliances, such as hoists, centering, concrete lifts, construction elevators, cranes, rigging, towers, derricks, walks, ramps, chutes, scaffolding, implements, transportation, cartage and other things necessary and required for the adequate execution of the work and as required by law and applicable Union rules shall be provided and shall be maintained in good and safe mechanical working order, be responsible for their safe use, and remove them when no longer required. Applicable requirements of OSHA shall become and form a part of this document.

- E. During handling and installation of work at project site clean and protect work in progress and adjoining work on a basis of perpetual maintenance. Apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration at time of substantial completion; otherwise, clean and perform maintenance on newly installed work as frequently as necessary through remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- F. To extent possible through reasonable control and protection methods, supervise performance of work in a manner and by means which will ensure that none of the work whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposures during construction period. Such exposures include (where applicable, but not by way of limitation) static loading, dynamic loading, internal pressures, external pressures, high or low temperatures, thermal shock, high or low humidity, air contamination or pollution, water, ice, solvents, chemicals, light, radiation, puncture, abrasion, heavy traffic, soiling, bacteria, insect infestation, combustion, electrical current, high speed operation, improper lubrication, unusual wear, misuse, incompatible interface, destructive testing, misalignment, excessive weathering, unprotected storage, improper shipping/handling, theft and vandalism.
- G. Require installer of each major unit of work to inspect substrate to receive the work, and conditions under which the work will be performed, and to report (in writing to Contractor) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.
- H. Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation to whatever extent these are more explicit or more stringent than applicable requirements indicated in the Contract Documents.
- I. Inspect each item of materials or equipment immediately prior to installation and reject damaged and defective items.
- J. Provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerance if not otherwise indicated. Allow for expansions and building movements. Provide uniform joint widths in exposed work, organized for best

possible visual effect. Refer questionable visual-effect choices to Architect for final decision.

- K. Recheck measurements and dimensions of the work as an integral step of starting each installation.
- L. Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.
- M. Coordinate enclosure (closing-in) of work with required inspections and tests, so as to avoid necessity of uncovering work for that purpose.
- N. Mounting Heights: Except as otherwise indicated, mount individual units of work at industry-recognized standard mounting heights, for applications indicated. Refer questionable mounting height choices to Architect for final decision.

END OF SECTION

SECTION 016100
PROJECT EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01. SUMMARY

- A. This Section includes:
 - 1. Part 1- General
 - 1.01 – Summary
 - 1.02 – Safety Requirements
 - 1.03 – Submittals
 - 1.04 – Quality Assurance
 - 1.05 – Verification of Conditions
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution
 - 3.01 – LEH-MUA Installed Products
 - 3.02 – Examination
 - 3.03 – Manufacturer’s Instructions
 - 3.04 – Project Preparation
 - 3.05 – Product installation
 - 3.06 – Starting and Adjusting
 - 3.07 – Protection of Installed construction
 - 3.08 - Correction of work
 - 4. Part 4 – Forms (Not Used)
- B. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. LEH-MUA Furnished Products,
 - 2. Examination,
 - 3. Cleaning,
 - 4. Field Engineering and Surveying,
 - 5. Corrections to the Work or Existing Conditions,
 - 6. Manufacturer’s Recommended Installation,
 - 7. Project Preparation,
 - 8. Construction Layout,
 - 9. Product Installation, and

10. Protecting and Correcting Work.

C. Related Sections include the following:

1. Section 016000, Product Requirements
2. Section 013110, Coordination
3. Section 013100, Project Schedule
4. Section 017000, Contract Closeout
5. Section 017100, Cleaning
6. Section 017200, Project Record Documents
7. Section 017329, Cutting and Patching

1.02. SAFETY REQUIREMENTS

A. 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. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Excessively high or low temperatures.
4. Thermal shock.
5. Excessively high or low humidity.
6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Light.
11. Puncture.
12. Abrasion.
13. Heavy traffic.
14. Soiling, staining and corrosion.
15. Bacteria.
16. Rodent and insect infestation.

17. Combustion.
18. Electrical current.
19. High speed operation.
20. Improper lubrication.
21. Unusual wear or other misuse.
22. Contact between incompatible materials.
23. Destructive testing.
24. Misalignment.
25. Excessive weathering.
26. Unprotected storage.
27. Improper shipping or handling.
28. Theft.
29. Vandalism.

1.03. SUBMITTALS

- A. All submittals shall comply with the requirements defined in Section 013300, Submittals. All general references included in this section are specific to the contents and products defined in this Section and do not provide for an exception to those requirements in Section 013100, Project Schedule.

1.04. QUALITY ASSURANCE

A. INSTALLER QUALIFICATIONS

1. Experienced Installers: Installers shall have a minimum of five years successful experience installing items similar to those required for Project, except for individuals in training under the direct supervision of an experienced installer.
2. MANUFACTURER PARTICIPATION: Where Specifications require any product, material, or item of equipment to be installed or applied under the supervision or inspection of the material manufacturer or its representative, the manufacturer or its representative also shall inspect the Work in place. And if the Work in place is satisfactory to the manufacturer, issue a letter of approval of the existing conditions, surfaces, or substrates, as applicable, to the Architect and LEH-MUA and the General Contractor; however, if such conditions, surfaces, or substrates are not satisfactory, the manufacturer or its representative shall issue a letter to the Architect and LEH-MUA and General Contractor fully detailing and describing the

unsatisfactory conditions and corrections required. When all corrections so required are done, manufacturer or its representative shall re-inspect the Work involved and, if satisfactory, issue the said letter of approval. The General Contractor shall give timely notice to the involved manufacturers, make necessary arrangements for manufacturer's supervision or inspection, and verify the specified manufacturers' letters are issued.

1.05. VERIFICATION OF CONDITIONS — EXAMINATION

- A. Examination of Work In Place: Prior to installing any part of the Work, the installing Contractor, Subcontractor, or Sub-subcontractor of any tier shall inspect the Work in place to receive the Work to be installed and arrange for correction of defects in the existing workmanship, material, or conditions that may adversely affect Work to be installed. Such inspections shall include test applications of materials to be installed as required to establish the correct condition of surfaces and substrates involved.
- B. Acceptance of Conditions: Installation of products, materials, or equipment on, into, or connected to the Work in place is acceptance by the installing Contractor, Subcontractor, or Sub-subcontractor of any tier of such Work in place as being in proper condition to receive the products, materials, or equipment to be applied, installed, or connected and waiver of claim that the Work in place is defective as pertains to warranty requirements, excluding unascertainable or concealed conditions.
- C. Work installed in sequence on prior work of this contract does not relieve the General Contractor from correcting non-compliant and/or defective work. The General Contractor is responsible for converting all defective work installed as part of the contract. Any monetary and/or time impacts shall be borne by the General Contractor with no additional cost to the project.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01. LEH-MUA INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for LEH-MUA's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by LEH-MUA's construction forces.
 - 1. Contract Schedule: Inform County of General Contractor's preferred contract Schedule for LEH-MUA's portion of the Work. Adjust Contract

Schedule based on a mutually agreeable timetable. Notify LEH-MUA if changes to schedule are required due to differences in actual construction progress.

2. Pre-installation Conferences: Include LEH-MUA's construction forces at pre-installation conferences covering portions of the Work that are to receive LEH-MUA's work. Attend pre-installation conferences conducted by LEH-MUA's construction forces if portions of the Work depend on LEH-MUA's construction.

3.02. EXAMINATION

- A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and locations of underground utilities and other construction affecting the Work.
 1. Before construction, verify the locations and invert elevations at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
 3. Locate all known existing utilities and shut-off devices before proceeding with construction operations that may cause damage to such installations. Existing utilities shall be kept in service where possible and damage to them shall be repaired with no adjustment of Contract Sum.
 4. If any other structures or utilities are encountered, request Architect and LEH-MUA's Project Manager to provide direction on how to proceed with the Work.
 5. If any structure or utility is damaged, take appropriate action to ensure the safety of persons and property.
 6. Submit a contingency plan for emergency repair of all utilities to the Architect and LEH-MUA's Project Manager for approval prior to commencing Work.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - i. Description of the Work.

- ii. List of detrimental conditions, including substrates.
 - iii. List of unacceptable installation tolerances.
 - iv. Recommended corrections.
- 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
- 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
- 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.03. MANUFACTURERS' INSTRUCTIONS

- A. Manufacturer's Recommendations: When work is specified to comply with manufacturers' recommendations or instructions, distribute copies to persons involved, and maintain one set in field office.
 - 1. Conform with requirements specified in Section 013400, Submittals, for submittal of recommendations or instructions to Architect; submit to Architect only where specified or where specifically requested.
- B. Perform work in accordance with details of recommendations and instructions and specified requirements.
 - 1. Should a conflict exist between Specifications and recommendations or instructions consult with Architect.
- C. Where manufacturer's information notes special recommendations in addition to installation instructions, comply with both recommendations and instructions.

3.04. PROJECT PREPARATION

- A. Existing Utility Information: Furnish public utilities with information that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with Architect.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Where portions of Work are to fit to other construction, verify dimensions of other construction by field measurements before fabrication; allow for cutting and patching to avoid delaying Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of CONTRACT Documents and Field Conditions: Immediately on discovery of the need for clarification of the CONTRACT Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the CONTRACT Documents.

3.05. PRODUCT INSTALLATION

- A. Pre-Installation Meetings: Installers and suppliers are to attend pre-installation meetings scheduled by Contractor per the requirements of Section 013110, Coordination.
- B. General: Locate the Work and components of the Work accurately, in correct alignment and elevation.
 1. Make vertical work plumb and make horizontal work level.
 2. 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. Doors and access panels shall be kept clear.
 5. Before beginning any installation, make provisions to avoid interference.
 6. Relocate installed work that does not provide adequate accessibility.
 7. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.
 8. Do not obstruct spaces and installations that are required to be clear by Building Code requirements.
- C. Precedence of Installation Requirements:
 1. Descriptive specification.
 2. Product listing, classification or certification.
 3. Manufacturer's installation instructions.
 4. Trade association or referenced standards.
 5. Most common trade practice.

- D. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated unless more explicit or stringent requirements are contained in Contract Documents.
- E. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Final Acceptance.
- F. Allow for building movement including thermal expansion and contraction.
- G. 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.
- H. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
 - 1. Maximum noise level for trenchers, graders, and trucks shall not exceed 90 dBA at 50 feet as measured under the noisiest operating conditions. For other equipment, noise levels shall not exceed 85 dBA at 50 feet.
 - 2. Jack hammers shall be equipped with exhaust mufflers and steel muffing sleeves. Air compressors should be of a quiet type such as a "whisperized" compressor.
 - 3. Machines and equipment shall not be left idling.
 - 4. Electric power shall be used in lieu of internal combustion engine power wherever possible.
 - 5. Schedule noisy operations so as to minimize their duration at any given location
 - 6. Equipment shall be properly maintained to reduce noise from excessive vibration, faulty mufflers, or other sources.
 - 7. Provide noise barriers to comply with above criteria.
- I. 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.
- J. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application and as required by Applicable Code Requirements for accessibility. Refer questionable mounting height decisions to the Architect for final decision.

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.
- K. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, produce sketch to arrange joints for the best visual effect and submit to the Architect for review. Fit exposed connections together to form hairline joints.
- L. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- M. Isolate each part of the completed construction from incompatible material to prevent deterioration.

3.06. STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- 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: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Section 014000, Quality Requirements.

3.07. 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.
1. Cover products subject to deterioration with impervious cover; provide ventilation to avoid condensation and trapping water.
 2. Take care to use protective covering and blocking materials that do not soil, stain, or damage materials being protected.
 3. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

- C. Protect interior materials from water damage; immediately remove wet materials from site to prevent growth of mold and mildew on site.
- D. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

3.08. CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Section 017329 for Cutting and Patching.
 - 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.

PART 4 – FORMS (NOT USED)

* * * * *

END OF SECTION

SECTION 016300

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes:
 - 1. Part 1 – General
 - 1.01 – Summary
 - 1.02 – Related Documents
 - 1.03 - General
 - 1.04 - Submission Requirements
 - 1.05 – LEH-MUA’s Action
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms
 - 4.01 - Form 016300-1: Substitution Request Form

1.02 RELATED SECTIONS

- A. Section 013110 – Coordination
- B. Section 013300 – Submittals
- C. Section 013400 - Shop Drawing, Product Data and Samples
- D. Other Divisions as may be applicable

1.03 GENERAL

- A. Architect and/or LEH-MUA’s Project Manager MAY consider proposals for substitution of a service, product, material, process or article only when such proposals are:
 - 1. Submitted within the time periods stated in the Contract Documents.
 - 2. Accompanied by full and complete technical data.
 - 3. All supporting information requested by Architect to substantiate or prove quality, delivery time, and cost are submitted.

4. Substitution request is accompanied by substitution Request Form (Form 016300-F1) at the end of this Section 016300, “Product Substitution Procedures,” properly completed by the General Contractor, and properly certified by the General Contractor’s Authorized Representative. If the Substitution request is a pass-through request from a Subcontractor, both General Contractor’s Authorized Representative and an officer of the subcontractor must certify the Substitution requests.
- B. Substitution requests will not be considered if (1) the Construction Documents provide that the use of the item specified is supported by a finding based on one or more of the reasons or (2) there are at least three products specified by brand name.
- C. The burden of proof as to the equality of any service, product, material, process or article the General Contractor proposes for substitution rests with the General Contractor.
- D. The General Contractor must not order substitute services, products, materials, or articles without prior written acceptance of the substitution by LEH-MUA’s Project Manager.
- E. The Architect under the direction of the LEH-MUA has the right to reject proposals due to insufficient information.
- F. The General Contractor must certify that proposed substitution meets or exceed all the requirements of the Contract Documents.
- G. The General Contractor must assume responsibility for LEH-MUA’s additional costs related to the redesign and/or modifications to any parts of the Work caused by the substitutions.
- H. The General Contractor’s substitution requests that do not comply with the requirements of the Contract Documents may be returned to General Contractor without review.
- I. If the General Contractor’s substitution request is returned without review or returned rejected, General Contractor must furnish the originally specified items.

1.04 SUBMISSION REQUIREMENTS

- A. Limit each request to one proposed Product Substitution.
- B. Submit each request for Substitution electronically per Sections, 013000 Submittals and 013400 Shop Drawing, Product Data and Samples.
- C. Identify product or fabrication or installation method to be replaced including specification Section number and title and Drawing numbers and titles.
- D. Submit completed and signed Substitution Request Form 016300-F1, furnished at the end of this Section 016300, “Product Substitution Procedures.”
- E. Submit the following documentation:
 1. Statement indicating why specified material or product cannot be provided.
 2. Coordination information including:

- a. A list of changes or modifications needed to other parts of the Work that are necessary to accommodate proposed Substitution.
 - b. A list of changes or modifications to work performed by LEH-MUA and/or separate Contractors that are necessary to accommodate proposed Substitution.
3. Detailed comparison including:
 - a. Comparison of significant qualities of proposed Substitution with those of the Work specified. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
4. Drawings to same (or larger) scale as pertinent portions of CONTRACT Documents, marked to show:
 - a. How differences will be accommodated.
 - b. Complete system/assembly as revised.
 - c. Difference(s) in size, configuration, connections, service, accessibility, or any other significant characteristics.
5. General Contractor must show complete layout of system unless it is identical to the layout shown in the CONTRACT Documents. Show unchanged portion to indicate clearances, etc. relative to changed portion, and model updates and proposed system modifications. Substitution, if approved, to be incorporated into the Project Record drawings as defined by Section 017200, Project Record Documents.
6. Wherever applicable, include complete detail drawings of supports for all Substitute equipment and complete load calculations for adequacy of support prepared and signed by a New Jersey Registered Engineer.
7. Product Data, including drawings and descriptions of Products and fabrication and installation procedures.
8. Samples, where applicable or requested.
9. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and LEH-MUA.
10. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
11. Research/evaluation reports evidencing compliance with building codes in effect for Project from a model code organization acceptable to authorities having jurisdiction.
12. Evidence that proposed product provides specified Warranty.
13. Cost information, including a proposal of change, if any, in the Contract Sum.

- F. Submit a detailed comparison of General Contractor's Progress Schedule with and without using proposed Substitution showing effect on the Contract Time(s).
- G. If specified product cannot be provided within the Contract Time(s), include letter from manufacturer, on manufacturer's letterhead, stating the reason(s) for the lack of availability or delays in delivery.
- H. Provide General Contractor's certification that proposed Substitution complies with requirements in the CONTRACT Documents and is appropriate for applications indicated.
- I. Provide 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.

1.05 LEH-MUA'S ACTION

- A. If necessary, the Architect/LEH-MUA will request additional information or documentation within fourteen (14) days of receipt of a request for Substitution.
- B. The Architect/LEH-MUA will notify General Contractor of acceptance or rejection of proposed substitution within twenty-one (21) calendar Days of receipt of request, or seven (7) calendar Days of receipt of additional information or documentation, whichever is later.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

PART 4 - FORMS (CONTINUED ON NEXT PAGE)

4.01 – Substitution Request Form

FORM 016300-F1

SUBSTITUTION REQUEST FORM

All substitution requests must be accompanied by the following form, completed by the General Contractor, and properly certified.

PROJECT: _____

OWNER'S PROJECT NUMBER: _____

TO: _____

FROM: _____ DATE: _____

RE: _____

SPECIFICATION TITLE: _____

DESCRIPTION: _____

SECTION: _____ PAGE: _____

DOCUMENT/PARAGRAPH: _____

PROPOSED SUBSTITUTION: _____

MANUFACTURER: _____

ADDRESS: _____

PHONE: _____

TRADE NAME: _____

MODEL NUMBER: _____

INSTALLER: _____

ADDRESS: _____

PHONE: _____

HISTORY: ☐ New Product ☐ 2-5 Years Old ☐ 5-10 Years Old ☐ More Than 10 Years Old

SIMILAR INSTALLATION:

Project: _____ Architect: _____

Address: _____ Owner: _____

Date Installed: _____

Differences between proposed substitution and specified product: _____

_____.

Required point-by-point comparative data attached: ☐ Yes ☐ No

The supporting data attached consists of ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ Other

Proposed substitution affects other parts of Work: ☐ No ☐ If Yes, please explain:

Reason for not providing specified item: _____

☐ Savings ☐ Cost to Owner for accepting substitution: \$ _____

Proposed substitution changes Contract Time. ☐ No ☐ Yes _____ Days

THE UNDERSIGNED CERTIFIES:

1. Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
2. Same warranty will be provided for proposed substitution as for specified product.
3. Same maintenance service and source of replacement parts, as applicable, is available.

4. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress as indicated on the current version of the Official Progress Schedule.
5. Cost and time data as stated above is complete and accurate
6. General Contractor and, if applicable, subcontractor waives right to claim for additional costs and time related to accepted substitution, which may subsequently become apparent.
7. Proposed substitution does not affect dimensions and functional clearances.
8. Coordination, installation, and changes in the Work as necessary for accepted substitution have been or will be performed in all respects.

General Contractor's Certification:

Submitted by: _____ Signature: _____

Firm: _____ Phone: _____

Address: _____

Subcontractor's Certification:

Submitted by: _____ Signature: _____

Firm: _____ Phone: _____

Address: _____

=====

List Attachments:

ARCHITECT'S REVIEW AND ACTION

Substitution Recommended - Make Submittals in accordance with Section 013000, "Submittal Procedures".

Substitution Recommended as Noted - Make submittals in accordance with Section 013000, "Submittal Procedures".

Substitution Rejected - Use specified Products.

Substitution Request Received too late - Use specified Products.

Signed by: _____ Date: _____

Additional Comments: ☐ General Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ Architect _____

LEH-MUA ACCEPTANCE

Substitution Accepted - Make submittals in accordance with Section 013400, “Submittals”.

Substitution Accepted as Noted - Make submittals in accordance with Section 013400, “Submittals”.

Substitution Rejected - Use specified Products.

Substitution Request Received too late - Use specified Products.

Signed by: _____ Date: _____

LEH-MUA’s Project Manager

END OF SECTION

SECTION 016600

OWNER FURNISHED CONTRACTOR INSTALLED (OFCI) ITEMS

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General

- 1.01 – Summary
- 1.02 – Definitions
- 1.03 – OFCI Manager
- 1.04 – Purchase Orders
- 1.05 – OFCI Delivery Schedule & Submittals
- 1.06 – Shipment Delivery
- 1.07 – Equipment Receiving Log
- 1.08 – Storage
- 1.09 – Inspection of Records
- 1.10 – Damaged Merchandise
- 1.11 – Warranties and Guarantees

2. Part 2 – Products (Not Used)

3. Part 3 – Execution

- 3.01 – Installation
- 3.02 – Tests

4. Part 4 – Forms

- 4.01 – Form 016600-F1(see below), “OFCI Delivery Schedule”

1.02 DEFINITIONS

A. **OFCI** – Owner Furnished Contractor Installed

B. **FF&E** –Furniture, Fixture, and Equipment items.

C. **OFCI Delivery Schedule** – The OFCI Delivery Schedule prepared by the General Contractor and submitted to LEH-MUA in the format indicated in SAMPLE FORM 016600-F1 at the end of Section 016600.

1.03 FF&E MANAGER

A. Prior to starting work, submit a letter to LEH-MUA identifying on-site individual that will act as the General Contractor's FF&E Manager.

1. This FF&E Manager will be responsible for:

- a. Furnishing information to LEH-MUA Project Manager on desired delivery dates.
- b. Proper receipt and reporting of all shipments received.
- c. Proper storage and handling of FF&E items at all times.

1.04 PURCHASE ORDERS

A. LEH-MUA will furnish copies of purchase orders covering OFCI items.

1. The nature of the procurement actions involved prevents the furnishing of a complete set of purchase orders immediately after the start of construction.
2. Purchase Orders will be forwarded to LEH-MUA at the time of issuance to the suppliers.
3. General Contractor must retain copies of LEH-MUA Purchase Order(s) for the General Contractor's control records.
4. Purchase Orders for items subject to "phased" delivery will be accompanied by appropriate delivery lists.

1.05 OFCI DELIVERY SCHEDULE / SUBMITTALS

A. Develop an OFCI Delivery Schedule including description and required delivery dates (see sample Schedule at the end of this Section) for OFCI items and reference all related Activity Numbers from the General Contractor's Progress Schedule. Submit to LEH-MUA no later than twenty-eight (28) Days after the start date for the work identified in the Notice to Proceed (NTP). Submit four (4) paper copies and corresponding electronic data files on Compact Disks (CDs). The CDs must be permanently labeled to indicate the contents of the CD and include the submittal number and data date.

B. This OFCI Delivery Schedule must include each piece of OFCI equipment.

1. For each item, complete the two dates required from the General Contractor:
 - a. "Delivery No Earlier Than" date
 - b. "Delivery No Later Than" date.

C. General Contractor must add PO #, date ordered information, and Activity Numbers from the Official Progress Schedule as the information is provided or becomes available.

D. This OFCI Delivery Schedule must be coordinated with LEH-MUA and Architect with the accepted Official Progress Schedule.

- E. Each month, coordinate the OFCI Delivery Schedule with the Updated Official Progress Schedule.
 - 1. Review the equipment delivery schedule not less than once each month to determine whether the construction progress dictates any revisions.
 - a. Notify LEH-MUA in writing of any changes found necessary.
 - b. If, at any time, a delivery date for an OFCI item is missed, notify LEH-MUA's Project Manager and the Architect immediately.
- F. Submit Shop Drawings showing dimensioned rough-in diagrams for each OFCI item requiring utility connections, dimensioned locations of backing plates required in walls and partitions, and details of connections to supports for all OFCI items.

1.06 SHIPMENT DELIVERY

- A. Upon receipt of a shipment of OFCI item(s), the General Contractor:
 - 1. Count the number of cartons to verify the quantity received corresponds with the freight bill.
 - a. Clearly note any discrepancies on the original freight bill or delivery ticket.
 - 2. Prior to signing for anything, carefully examine the merchandise for obvious damage
 - a. If such damage is observed, refuse the shipment.
 - b. Upon refusal, notify LEH-MUA and the Architect, and give complete details.
 - 3. Open cartons or uncrate equipment to permit examination prior to departure of the carrier.
 - a. If the size of the shipment makes this impossible, release the driver and inspect the shipment for concealed damage not later than 24 hours after receipt.
 - b. If it is determined concealed damage does exist, contact LEH-MUA's Project Manager and the Architect immediately.
 - 4. Once determined suitable for receiving, General Contractor shall receive and unload OFCI items, place in covered storage or enclosed building, and be responsible therefore after delivery. OFCI items that are damaged, abused, lost, or stolen while in General Contractor's custody and control or damaged or defaced during installation shall be repaired, replaced, or otherwise made good to LEH-MUA's satisfaction at the General Contractor's expense.

1.07 EQUIPMENT RECEIVING LOG

- A. Keep an "Equipment Receiving Log," updated at all times, at the Job Site.
- B. The "Equipment Receiving Log" must be in a format furnished or approved by LEH-MUA.

1.08 STORAGE

A. Store all OFCI items in a secure area either on-site or off-site.

1. The area must be lockable and secure from vandalism or theft.
2. It must be weatherproof and waterproof with adequate ventilation.
3. Provide protection and security of OFCI items.

B. Provide Payment Receipts and Certificates of Insurance for all off-site storage areas in accordance with the requirements of the Contract Documents.

1.09 INSPECTION OF RECORDS

A. LEH-MUA may inspect the Owner-furnished equipment records on a periodic basis during construction to assure that the data is maintained in an accurate and current condition.

1.10 DAMAGED MERCHANDISE

A. Exterior or Visible Damage:

1. If container received shows exterior or visible damage, make a notation to that effect on the delivery ticket and have it signed by the delivery carrier and by personnel responsible for receiving the merchandise.
2. Refuse acceptance of damaged merchandise.

B. Concealed Damage:

1. If container received shows no evidence of damage, but upon examination of the contents thereof "concealed damage" is discovered, notify LEH-MUA's Project Manager and Architect immediately and request an inspection.

C. F.O.B. (Freight on Board) Shipping Point:

1. If the merchandise is damaged General Contractor must:
 - a. Request an inspection by the delivery carrier's inspector. Do not destroy the original carton, box, etc.
 - b. Notify LEH-MUA and the Architect of damaged merchandise and request replacement shipment.
 - c. Submit the following to LEH-MUA, Attention: LEH-MUA's Project Manager and the Architect
 - i. Inspection Report
 - ii. Bill of Lading
 - iii. Invoice
 - iv. Freight Bill or Delivery Ticket

- d. Hold the damaged merchandise until instructions for its disposition are received from LEH-MUA and Architect.
- 2. F.O.B. (Freight on Board) Destination:
 - a. If the merchandise is damaged and the F.O.B. is "Destination," then the complete and total liability is assumed by the Vendor from the point it is placed in the hands of the common carrier to the point of delivery. It is the Vendor's responsibility to file a claim with the carrier to recover the loss of merchandise damaged.
 - b. The General Contractor must:
 - i. Request an inspection by the delivery carrier's inspector. Do not destroy the original carton, box, etc.
 - ii. Notify the Vendor of damaged merchandise and obtain authorization from LEH-MUA and replace shipment.
 - iii. Hold damaged merchandise until instructions for disposition are received from the Vendor.
 - iv. Send the following original documents to the Vendor to assist in filing claim with carrier, retaining a copy for Contractor's records:
 - a. Inspection Report
 - b. Bill of Lading
 - c. Freight Bill or Delivery Ticket

1.11 WARRANTIES AND GUARANTEES

- A. General Contractor must provide Guarantees/Warranties on the installation of all products and equipment that is purchased (and/or pre-purchased) by LEH-MUA and installed by the General Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 INSTALLATION:

Confirm the installation to each of the OFCI item manufacturer's specifications, templates, and information, including the necessary assembling of components or sub-assemblies.

- A. Pre-installation Meeting: 45 days prior to installation of OFCI equipment, the General Contractor shall hold a meeting with all relevant subcontractors, LEH-MUA personnel and the Architect to discuss installations.
- B. Conflicts: If conflict occurs between the requirements for the OFCI items and actual field conditions, General Contractor shall not install the required backing or affected items until the conflict is resolved. No extra payment will be made to the General Contractor for correction of improper installation of OFCI when reasonably adequate data and instructions for installation were furnished by LEH-MUA or various OFCI item manufacturers.
- C. Templates: Templates furnished by various OFCI item manufacturers shall be kept at the site for reference and stored readily available to LEH-MUA. Deviations from the manufacturer's representative to supervise or perform installation of any OFCI item, but at no extra cost to LEH-MUA unless previously agreed upon.
- D. Additional Information: General Contractor may request and receive from LEH-MUA any necessary additional information, specifications, templates, and like items from any of the manufacturers of the OFCI items. The General Contractor may request a manufacturer's representative to supervise or perform installation of any OFCI item, but at no extra cost to LEH-MUA unless previously agreed upon.

3.02 TESTS:

The General Contractor shall operate and test each OFCI item when installed and connected. If malfunction occurs through no fault of the General Contractor, LEH-MUA will make the defect good; otherwise, the contractor shall affect all the necessary corrections so the OFCI item operates properly and as intended, at the General Contractor's expense.

PART 4 - FORMS (CONTINUED ON NEXT PAGE)

4.01 Form 016600-F1: OFCI Delivery Schedule

FORM 016600-F1

OFCI DELIVERY SCHEDULE

<u>ORDERED</u>		<u>DESCRIPTION</u>	<u>DELIVERY</u>	
PO #	Date	<u>Include the Activity Number from Official Progress Schedule</u>	No Earlier Than	No Later Than

Note #1: Requires Field Measurements

END OF SECTION

SECTION 017000

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.

1.3 RELATED SECTIONS

- A. Cutting and Patching – Section 017329
- B. Closeout procedures – Section 017700.

1.4 SUBMITTALS

- A. Qualification Data: For land surveyor to demonstrate their capabilities and experience. Include lists of completed projects with project names and

addresses, names and addresses of architects and owners, and other information specified.

- B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- D. Certified Surveys: Submit two copies signed by land surveyor.
- E. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in the State of New Jersey and who is experienced in providing land-surveying services of the kind indicated.

PART 2 PRODUCTS

(Not Applicable)

PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles,

lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
 1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.
- D. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.

- 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. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 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.
- G. 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.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. 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 materials more than 7 days during normal weather or 3 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.
- 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: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
 - H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
 - I. 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.

- J. 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.
- K. 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.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- 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: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.8 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.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 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

SECTION 017100

CLEANING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General
 - 1.01 – Summary
 - 1.02 – Safety Requirements
2. Part 2 – Products (Not Used)
3. Part 3 – Execution
 - 3.01 – During Construction
 - 3.02 – Final Cleaning

B. Related Sections:

Section 007000, Supplementary Conditions
Section 010100, Project General Conditions
Section 017700, Closeout Procedures

C. Principal work in this Section:

1. Keep premises, adjacent private and public properties free from accumulations of waste, debris and rubbish caused by construction operations.
2. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces.

1.02 SAFETY REQUIREMENTS:

A. Standards: Maintain Project in accord with State and Local safety and insurance standards.

B. Hazard control:

1. Store volatile wastes in covered metal containers, and remove from premises daily.

2. Prevent accumulation of wastes which create hazardous conditions.
 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
1. Do not burn or bury rubbish and waste materials on Project site.
 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains. Store in containers with tight-fitting lids and remove to legal dump site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Keep premises, adjacent properties and public properties free from accumulations of waste materials and rubbish. Remove debris and dirt from public property promptly; sweep sidewalks and adjacent streets daily when soiled by work performed under this Contract.
- B. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with CITY/State requirements for removal of combustible waste materials and debris.
 2. Do not hold materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 °F.
- C. Any requirement included in the section does not relieve the General Contractor of those requirements defined by other jurisdictional agencies, such as the Environmental Protection Agency (EPA), as they apply but are not limited to the following: cleaning, disposal of waste, disposal of hazardous waste, dust control, fugitive dust, water runoff, clarification of water to be discharged from the site, and construction traffic approval.
- D. Remove or paint over, as appropriate to the substrate, graffiti on the site, temporary site offices or surrounding fence daily.
- E. Wet down materials and rubbish to lay dust and prevent it from blowing.
- F. At least once a week or more often if required, clean site and dispose of waste materials, debris and rubbish off the site in a legal manner. Remove combustible materials such as paper and cardboard daily.

- G. Provide on-site containers for collection of waste materials, debris and rubbish. Provide a collection can at each location used as an eating area. Pick-up all garbage daily.
- H. Remove waste materials, debris and rubbish from site and legally dispose of at legal public or private dumping areas off LEH-MUA's property.
- I. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- J. 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.
- K. 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.
- L. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- M. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- N. 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.

1.03 FINAL CLEANING

- A. In preparation for Substantial Completion or Occupancy conduct final inspection of all work.
- B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all exposed surfaces.
- C. Perform sterilizing cleaning in areas requiring it.
- D. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces.

- E. Contaminated earth:
1. Final clean-up operation includes the removal and disposal of earth contaminated or unsuitable for support of plant life in planting areas, and filling of resulting excavations with suitable soil.
 2. Contaminated areas include those used for disposal of waste concrete, mortar, plaster, masonry, and similar materials, areas in which washing out of concrete and plaster mixers or washing of tools and like cleaning operations have been performed, and areas that have been oiled, paved, or chemically treated.
 3. Do not dispose of waste oil, solvents, paints, solutions, or like penetrating material by depositing or burying on LEH-MUA's property
- F. Broom-clean paved surfaces; rake clean other surfaces of grounds.
- G. Keep Project clean during construction until Final Acceptance by LEH-MUA.
- H. If cleaning and protection is not performed to the satisfaction of the Architect/LEH-MUA's Project Manager, LEH-MUA reserves the right to have cleaning performed by others at the General Contractor's expense.

PART 4 – NOT USED

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END OF SECTION

SECTION 017200

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General

- 1.01 – Summary
- 1.02 – Definitions
- 1.03 - Recording of As Built Documents
- 1.04 – Procedures
- 1.05 – Closeout and Acceptance of the Work

2. Part 2 – Products

2.01 – Submittals

3. Part 3 – Execution (Not Used)

4. Part 4 – Forms (Not Used)

B. Project Record Documents required include:

- 1. Marked up copies of Contract Drawings;
- 2. Marked-up copies of Shop Drawings;
- 3. Newly prepared Drawings;
- 4. Marked-up copies of Specifications, addenda and Change Orders;
- 5. Marked-up Product Data submittals;
- 6. Record Samples;
- 7. Field records for variable and concealed conditions;
- 8. N/A
- 9. Contractor design-build aspects of the project such as Fire Protection systems

- C. Maintenance of Documents and Samples: Store record documents and Samples in the field office apart from Contract Documents used for construction. Do not permit Project Record Documents to be used for construction purposes. Maintain record documents in good order, and in a clean, dry, legible condition. Make documents and Samples available at all times for inspection by the Architect.
- D. Related Documents and Sections:
 - Section 007000, Supplementary Conditions
 - Section 010100, Project General Conditions
 - Section 013300, Submittals
 - Section 017700, Closeout Procedures

1.02 DEFINITIONS

- A. **Final As-Built Documents** – Project Manual, Contract Construction Drawings, and Coordination Drawings (if required by Section 013110) that include: Addenda, Change Orders, Field Modifications, Requests for Information (RFI), Submittals information.
- B. **Concealed Work** – That Work which is not visible without disturbing the finished construction Work. Concealed Work includes all above-ceiling Work; Work in foundation slabs and below grade; Work underground and/or in trenches, etc.

1.03 RECORDING OF AS-BUILT DOCUMENTS

- A. As a requirement of the monthly payment application review meeting, LEH-MUA will verify that all red-line changes are being documented and all drawings, specifications, and submittals reflect the changes that are being directed in the field. The General Contractor shall have all in-progress record documents available for verification by LEH-MUA.
- B. As-Built Drawings: At the site maintain not less than one set of the “As-Built Record Documents” in good order and readily available to LEH-MUA, Architect and its representatives. Keep the As-Built Record Set of Drawings separate from all other documents and do not use for any purpose other than recording the required information. Mark entries on a hard-copy of "As-Built Record Documents":
 - 1. Using an erasable color pencil, other than blue, not ink or indelible pencil, clearly describe change by note and by graphic line as required.

2. Record drawings shall include dimensions from not less than two permanent and salient building points.
 3. Call attention to entry by a "cloud" around area or areas affected. In event of overlapping changes, different colors may be used for each change.
 4. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark drawings that are most capable of showing conditions fully and accurately.
 5. Where Shop Drawings are used, record a cross-reference to the shop drawing at the corresponding location on the Contract Drawings.
 6. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Provide sufficient detail to make it possible to correctly and easily locate, identify, and establish sizes and routing of all piping and duct that are "concealed" above ceiling and in utility chases.
 7. Label each page of the field set of the As-Built Drawings, "As Built Drawings" in neat large printed letters in the lower right hand corner. Label each page of the field-set of the Owner-accepted final Coordination Drawings, "As Built Coordination Drawings."
- C. Changes: Clearly and correctly mark the "As-Built Record Documents" (as described above) to show all changes made during construction at the time the changed Work is installed. No changes shall be made in the Work unless authorized by a Contract Amendment or by the specific approval of deviations or revisions in submittals.
1. Mark new information that would be important to LEH-MUA, but was not shown on the Contract Drawings or Shop Drawings.
 2. Note related Change Order numbers where applicable.
 3. Changes due to approved change orders may be indicated by referencing change order number and scope of change on the "As-Built Record Drawings" in lieu of revising.
 4. Final location of anchored equipment and utilities shall be fully dimensioned and indicated on the "As-Built Record Drawings". Dimensions shall be taken to building lines of permanent landmarks.

5. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets and print suitable titles, dates, LEH-MUA Project Numbers, Contractor information and other identification on the cover of each set.
 6. The General Contractor must update, on the As-Built Drawings, any changes/updates to the following:
 - a. Lighting Control Panel(s), including panel schedule;
 - b. Fire Alarm Control Panel;
 - c. Electrical panel(s) and panel schedules; and
 - d. Final Air Balancing numbers for supply and return duct outlets.
 7. Contractor must post to the As-Built Drawings, Project Manual, and Coordination Drawings, on a daily basis all:
 - a. Addenda
 - b. Contract Amendments (Change Orders)
 - c. Field Modifications
 - d. Requests for Information
 - e. Approved Product Substitutions
- D. The County will review the “Field As-Built Record Drawings” on a monthly basis to assure compliance with this requirement and as a basis for approval of the General Contractor’s monthly application for payment. Note that the pay application review and approval is contingent on the “As-Built Record Documents” being confirmed up to date. Failure to maintain As-Built drawings may result in a reduced amount paid or delay in the processing of the Pay Application.
- E. “As-Built Project Specifications”: Maintain one set of the “As-Built Record Project Specifications” at the site during the Work as a Field Record Manual; furnish copies of the applicable Sections to the various Subcontractors for recording of their parts of the Work. Also maintain one copy of all Addenda, Modifications, and approved submittals at the site with the “As-Built Project Record Specifications”. Keep the “As-Built Record Project Specifications” and data in good order and readily available to LEH-MUA, Architect and its representatives. Keep the “As-Built Record Project Specifications” separate from all other documents and do not use for any purpose other than recording the required information.
1. Changes: Before the start of Construction Work, annotate the “As-Built Record Project Specifications” to include all changes which result from Addenda and all changes resulting from revisions to the Contract requirements which affect the “As-Built Record Project Specifications” as agreed between LEH-MUA and the Contractor and included in the

Agreement. During the Work, clearly and correctly annotate the “As-Built Record Project Specifications” to record the contents of approved submittals and all changes made to the Work at the time the changed Work is installed. No such changes shall be made in the Work unless authorized by a Modification or by the specific approval of deviations or revisions in submittals.

2. Annotation Methods: Annotate each affected page with clearly written or typewritten notes describing the Section, page number, and the paragraph number affected, source of each change (i.e., Addendum number, approved submittal identification, etc.) and the changes to each, stapled or suitably attached to the affected page. At the front of the “As-Built Record Project Specifications”, maintain a log listing each Section and page number on which changes occur.
3. The Products selected and used in the Work of the Project:
 - a. For each Product actually Provided and/or Installed, legibly mark each section of the Project Manual to record:
 - i. Manufacturer
 - ii. Trade name
 - iii. Catalog number
 - iv. Supplier
4. Approval: Before the Architect and LEH-MUA’s inspection for Substantial Completion, submit the “As-Built Record Project Specifications” at the same time as the “As-Built Record Project Drawings” to the Architect for review, and make revisions as may be necessary for “As-Built Record Project Drawings” to be a true, complete, and accurate record of the Work in the Architect’s opinion. If any changes are made in the Work after Substantial Completion, the “As-Built Record Project Drawings” shall be modified accordingly by the General Contractor.

1.04 PROCEDURES

- A. General Contractor shall secure one complete set of Specifications and prints of the Contract Drawings and mark them as "Project Record Documents."
- B. Timing of Entries: Make entries within 24 hours after receipt of information.
- C. General Contractor shall be responsible for maintaining and recording changes on "Project Record Document" set.

- D. Do not use "Project Record Documents" set for any purpose except entry of new data and for review by the Architect and LEH-MUA's Project Inspector. Maintain separate job sets for subcontractors and workers daily use.
- E. Furnish copies of the Project Record Documents to various Subcontractors for recording of their portions of the Work for inclusion in the "As-Built Project Record Documents". Note that the General Contractor shall be responsible for maintaining and recording changes on the "As-Built Project Record Document" set.
- F. Maintain "Project Record Documents" set at job site where designated by LEH-MUA.
- G. Use all means necessary to protect "Project Record Documents" set from deterioration, loss or damage until completion of work.
- H. Making Entries On "Project Record Documents" Drawings: Using an erasable color pencil, other than blue, not ink or indelible pencil, clearly describe change by note and by graphic line as required. Date entries. Call attention to entry by a "cloud" around area or areas affected. In even of overlapping changes, different colors may be used for each change.
 - 1. Changes due to approved change orders may be indicated by referencing change order number and scope of change in lieu of revising "Project Record Documents."
 - 2. Location and depth below finish grade or above ceilings and attic spaces of utilities shall be fully dimensioned and indicated on "Project Record Documents". Dimensions shall be taken to building lines of permanent landmarks.
- I. LEH-MUA and Architect's approval of current status of "Project Record Documents" will be a prerequisite to LEH-MUA's approval of requests for progress payments and request for final payment.
 - 1. Progress Approvals: Prior to submitting each request for progress payments, secure LEH-MUA representative's approval of status of "Project Record Documents."
 - 2. Prior to submitting request for final payment and final inspection, General Contractor shall submit "Project Record Documents" set to LEH-MUA, with transmittal letter, in duplicate, for approval and further processing.
 - 3. The General Contractor shall certify that the "Project Record Documents" are complete and accurately reflect all changes or modifications to the original Construction Documents.

- J. Concealed Work: The As-Built Documents must indicate the locations of underground Work such as utility lines, and wet pipe utility lines permanently embedded in concrete slabs (floor and foundation).
1. Do not conceal any of the above Work until required information is recorded in the As-Built Documents.
 2. The specific location of all turns, centerline, invert elevations and rates of fall in underground and concealed Work must be indicated.
 3. Dimensions to column lines, walls or other prominent features must be used for proper reference.
 4. Legibly mark to record actual construction:
 - a. Depths of various elements of foundation in relation to finish first floor datum.
 - b. Dimensional sizing, and horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - i. Give sufficient horizontal and vertical dimensions to accurately trace route and invert of each concealed line or item.
 - ii. Accurately locate each capped, plugged or stubbed line.
 - ii. Accurately locate each capped, plugged or stubbed line both internal and external to the building.
 - iii. Accurately note any previously unidentified utility lines and structures encountered during site work.

1.05 CLOSEOUT AND ACCEPTANCE OF THE WORK

- A. General Contractor must mark each sheet of the drawings "As-Built Drawings" and mark the cover of the Final As-Built Project Manual "Final As-Built Project Manual."
- B. General Contractor must sign each drawing in the final set of As-Built Drawings, and sign the cover of the final As-Built Project Manual.
- C. In accordance with Section 007000, Supplementary Conditions, the Work shall not be recommended for Acceptance until Architect or LEH-MUA's Project Manager receives satisfactory Final As-built Documents, and As-built Coordination Drawings (if required by Section 013110), from General Contractor.
- D. All changes recorded in the final "As Built" documents, must be of good drafting quality.
- E. The marked-up Drawings and Project Manual maintained by the Contractor during construction must be submitted to LEH-MUA for review and acceptance.

PART 2 - PRODUCTS

2.01 SUBMITTALS

- A. Prior to Board Acceptance of the project, the final As-Built Drawings, and Coordination Drawings (if required by Sections 013200 and 013110), and the final As-Built Project Manual.
- B. Accompany submittal with a transmittal letter, in duplicate, containing:
 - 1. Date
 - 2. Project title and number
 - 3. General Contractor's name and address
 - 4. Title and number of each Record Document (As-Built)
 - 5. QC Manager As-Built Document Certification (See Section 014000, Quality Control)
- C. Samples
 - 1. Before LEH-MUA's recommendation of Final Acceptance to the Architect will meet with General Contractor at Project Site to determine which, if any, of submitted samples maintained by Contractor during progress of the Work shall be transmitted to LEH-MUA for record purposes.
 - 2. Comply with LEH-MUA's instructions for packaging, identification marking, and delivery to LEH-MUA's sample storage space.

PART 3 – EXECUTION (NOT USED)

PART 4 – FORMS (NOT USED)

END OF SECTION

SECTION 017300

OPERATING AND MAINTENANCE DATA

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the operating and maintenance data as specified herein.

1.3 RELATED SECTIONS

- A. Submittals - Section 013300.
- B. Contract closeout - Section 017700.
- C. Guarantees and Warranties – Section 017400.

1.4 GENERAL

- A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
 - 1. Sub-Contractors shall prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

1.5 DEFINITIONS

- A. **Manufacturer's Product Data** – Drawings, illustrations, catalog cuts, equipment listings and product technical data furnished by the manufacturer.
- B. **Operating Procedures** - Step-by-Step instructions to bring systems from static to operational configuration and from operating to shut-down status.

These instructions include both normal and emergency operating conditions.

- C. **O&M** - Operations and Maintenance
- D. **O&M Documentation – Divided into Four separate sections** consisting of:
 - 1. **O&M Documentation Directory**
 - 2. **Manual I.** O&M Facility Information – basic information needed on a daily basis to maintain the building, including, but not limited to, warranty contact information, floor plans, utility connection and cut-off plans, and component inventories.
 - 3. **Manual II.** Systems and Equipment Maintenance Manual – contains detailed operation, preventive maintenance, repair, and manufacturer’s O&M data for selected systems.
 - 4. **Manual III.** Product Data and Maintenance Manual. Consists of catalog cuts and manufacturers make, model and color number, and all maintenance and cleaning instructions for designated architectural products, applied materials, and finishes.
- E. **Repair Procedures** – Repair instructions required to restore equipment and systems to proper operating conditions.
- F. **System** - An organized collection of parts, equipment, or subsystems united by regular interaction. In this specification, for example, systems include;; HVAC (excluding boilers); Fired Detection, Fire Alarm; Emergency Generator, etc.
- G. **Subsystem** - A portion of a system with characteristics similar to a system.
- H. **System Components:** Equipment that act/operate “individually” but are essential to the operation of a System. System Components for HVAC, for example, would include fans with motors, compressors. For the purposes of this Section, “conveyance” mediums, such as ducts and pipes, are not considered System Components.

- I. **System Type:** Each System is one of three Types, as described in paragraph 2.03.
- J. **Troubleshooting Guides and Diagnostic Techniques** – Troubleshooting procedures promptly to isolate the cause of typical system malfunctions. Documentation of specialized test equipment needed to diagnose malfunctions and techniques for use on the equipment.
- K. **Warranty:** A pre-printed endorsement from a manufacturer to LEH-MUA for a particular product, guaranteeing the quality and life-duration of that particular product. For the scope of this Work, warranties and guarantees shall be for a period of one (1) year from the date that the certificate of substantial completion is issued for the Project, or parts thereof.

!!Note to General Contractor: The effort required to provide the extent of information required in this section should not be underestimated!!

1.6 FORM OF SUBMITTALS

- A. Prepare data hardcopies and digital Owner's Operating and Maintenance Manual in the form of an instructional manual for use by Owner's personnel.
- B. Format
 - 1. Size: 8-1/2 x 11 in.
 - 2. Paper: 20 pound minimum, white for typed pages.
 - 3. Text: Manufacturer's printed data, or neatly typewritten.
 - 4. Drawings
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to the size of the text pages.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of product, and major component parts of equipment.
 - b. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.

C. Binders

1. Commercial quality three-ring binders with durable and cleanable plastic covers.
2. Maximum ring size: 1 inch.
3. When multiple binders are used, correlate the data into related consistent groupings.

1.7 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two copies of complete manual in final form.
- B. Content, for architectural products, applied materials and finishes
 1. Manufacturer's data, giving full information on products.
 - a. Catalog number, size, composition.
 - b. Color and texture designations.
 - c. Information required for re-ordering special-manufactured products.
 2. Instructions for care and maintenance.
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to the product.
 - c. Recommended schedule for cleaning and maintenance.

C. Content, for moisture-protection and weather-exposed products

1. Manufacturer's data, giving full information on products.
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Details of installation.
2. Instructions for inspection, maintenance, and repair.

1.8 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit three copies of complete manual in final form.
- B. Content, for each unit of equipment and system, as appropriate.
 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of all replaceable parts.
 2. Operating procedures
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 3. Maintenance procedures
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 4. Servicing and lubrication schedule.
 - a. List of lubricants required.
 5. Manufacturer's printed operating and maintenance instructions.
 6. Description of sequence of operation by control manufacturer.

7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
8. As-installed control diagrams by controls manufacturer.
9. Each contractor's coordination drawings.
 - a. As-installed color-coded piping diagrams.
10. Charts of valve tag numbers, with the location and function of each valve.
11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
12. Other data as required under pertinent sections of specifications.

- C. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts.
 - a. Function, normal operating characteristics, and limiting condition.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories of panel boards.
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color-coded wiring diagrams.
 4. Operating procedures
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 5. Maintenance procedures
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- E. Additional requirements for operating and maintenance data: The respective sections of Specifications.

1.9 MANUALS, GENERAL

- A. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.

- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Gas leak.
 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.
 - 7. System, subsystem, or equipment failure.
 - 8. Chemical release or spill.

- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of LEH-MUA's operating personnel for notification of installer, supplier, and manufacturer to maintain warranties.

- D. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.

3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

END OF SECTION

SECTION 017329

CUTTING AND PATCHING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. This Section includes procedural requirements for cutting and patching.

1.3 RELATED SECTIONS

- A. Refer to product specifications in plans for specific requirements and limitations applicable to cutting and patching individual parts of the Work. The requirements in this Section apply to line electrical and low voltage electrical installations gas piping, underground storm sewer drainage, landscaping as well as framing, roofing, asphalt paving and concrete work.

1.4 DEFINITIONS

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

1.5 SUBMITTALS

- A. Cutting and Patching: Submit a method describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.6 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 1. Provide a list of additional elements that are structural elements and that require Architect's or LEH-MUA's Project Manager's approval of a cutting and patching proposal.
- B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-protection systems.
 4. Control systems.

5. Communication systems.
 6. Conveying systems.
 7. Electrical wiring systems.
 8. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related 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.
1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior curtain-wall construction.
 4. Equipment supports.
 5. Piping, ductwork, vessels, and equipment.
 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.7 WARRANTY

- A. Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void warranties.

PART 2 PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. In-Place Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least

likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. In-Place 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. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over

entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION

SECTION 017400
GUARANTEES AND WARRANTIES

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General
 - 1.01 – Summary
 - 1.02 – Warranties and Guarantees
 - 1.03 – Submittal Requirements
 - 1.04 – Form of Submittals
 - 1.05 – Time of Submittals
 - 1.06 – Submittals Required
2. Part 2 – Products (Not Used)
3. Part 3 – Execution
 - 3.01 – Work under Warranty
4. Part 4 – Forms
 - 4.01 – Form 01740-F1: Guarantee/Warranty Form

B. This Section includes: Requirements for the compilation and submittal of guarantees, warranties, and other documents specified.

1. Compile specified guarantees and warranties.
2. Compile specified service and maintenance contracts.
3. Co-execute submittals when so specified.
4. Review submittals to verify compliance with Contract Documents.
5. Submit to LEH-MUA's Representative for review with transmittal to the LEH-MUA.

C. Related Sections:

Section 013300, Submittals
Section 016300, Product Substitution Procedures
Section 017700, Closeout Procedures
Section 017300, Operations and Maintenance

1.02 WARRANTIES AND GUARANTEES

- A. The General Contractor shall compile a Warranty and Guarantee register and submit to the LEH-MUA prior to Board of Supervisors Acceptance of the project. This register shall:
 - 1. Identify all warranties longer than one year in duration;
 - 2. Identify all warranties for equipment listed in Section 017300, Operations and Maintenance.
 - 3. For these warranties identified in 1 and 2 above, provide information described in paragraph 1.03 of this Section and submit to the LEH-MUA for acceptance thirty (30) days prior to requesting Substantial Completion. Submit also the Guarantee-Warranty forms specified in Part 4 of this Section.
- C. Manufacturer's disclaimers and limitations on product warranties do not relieve the General Contractor of the warranty on the Work that incorporates the products.
- D. In all cases, warranty durations shall not commence until the item being warranted or guaranteed has been put into final use by the LEH-MUA or issuance of Substantial Completion for the Project. Should a particular product not be complete or made available to the LEH-MUA for use when Substantial Completion is issued that specific product will be identified as not complete and the specific date that it is made available to the LEH-MUA will be the stated start of the warranty period for that specific product.
- E. The General Contractor shall be responsible for the cost of replacing or rebuilding defective Work, and all associated Work required to replace or rebuild the defective Work whether the LEH-MUA has benefited from use of partial use of the Work during the anticipated guaranteed life.
- F. If the LEH-MUA determines that Work is defective and such determination is made within the specific Warranty period, the LEH-MUA shall notify the General Contractor in writing. The General Contractor shall be responsible for informing the sub-contractor and coordinating the corrective work. If the General Contractor fails to respond within ten (10) working days after being notified in writing, the General Contractor agrees to authorize the LEH-MUA to proceed with the correcting of the defective Work.

1.03 SUBMITTAL REQUIREMENTS

- A. General: Make submittals in accordance with the relevant requirements of Section 013300, Submittals.
- B. In addition to Section A above, assemble and include in the Register all extended (more than one year) warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

C. Requirements:

1. Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.
2. Submit two original, signed copies, each.
3. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - a. Product or work item.
 - b. Firm, with name of principal, address and telephone number.
 - c. Scope.
 - d. Date of beginning of warranty, bond, or service and maintenance contract.
 - e. Duration of guarantee, warranty, or services and maintenance contract.
 - f. Provide information for LEH-MUA personnel:
 - i. Proper procedure in case of failure.
 - ii. Instances which might affect the validity of guarantee or warranty.
 - g. General Contractor, name of responsible Principal, address, and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 1. Size 8 1/2-inches by 11-inches, punch sheets for standard 3-ring binder.
 2. Fold larger sheets to fit into binders.

3. Cover: Identify each packet with typed or printed title: GUARANTEES AND WARRANTIES.

List:

- a. Title of project.
- b. Name of General Contractor.

- C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

1.05 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into services during progress of construction:
 1. Submit documents within 10 calendar days after inspection and acceptance.
- B. Otherwise make submittals within 10 calendar days after Date of Substantial Completion, prior to final request for payment.
- C. For items of work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within 10 calendar days after acceptance, listing date of acceptance as start of guarantee/warranty period.

1.06 SUBMITTALS REQUIRED

- A. Submit guarantees, warranties, and service and maintenance contracts for all aspects of the Project Work and/or as specified in pertinent Sections of Specification.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 WORK UNDER WARRANTY

- A. General Limitations: It is recognized that specific guarantees and warranties are intended to protect the LEH-MUA against failure of the Work to perform as required, and against deficient, defective, and faulty materials and workmanship, regardless of sources.

- B. Related Damages and Losses: When correcting warranted Work, remove and replace other work that has been damaged as a result of the warranted Work or that must be removed and replaced to provide access for correction of warranted Work at no additional cost to the LEH-MUA.
- C. Reinstatement of Warranty: When Work covered by a warranty/guaranteed has been replaced, the new Work shall be issued a warranty that shall be equal to the original warranty. General Contractor shall issue a new written Warranty for this Work.
- D. Replacement Cost, Obligations: Except as otherwise indicated, cost of replacing or restoring failing guaranties or warranted units or products is General Contractor's obligation, without regard for whether the LEH-MUA has already benefited from use through a portion of anticipated useful service lives.

PART 4 – FORMS (CONTINUED ON NEXT PAGE)

4.01 Form 01740-1: Guarantee/Warranty Form

FORM 01740-F1
GUARANTEE-WARRANTY

When required by the technical specifications, warranties and/or guarantees other than one year shall be in the form of the following on the General Contractor/Sub-contractor's own letterhead:

“GUARANTEE-WARRANTY FOR LITTLE EGG HARBOR MUA OFFICE ADDITION FOR LEH-MUA: We hereby warrant and the General Contractor and/or Material Manufacturer guarantee that the (name of product, equipment or system) which we have installed in the Little Egg Harbor MUA Office Addition for the LEH-MUA, has been done in accordance with the Contract Documents.

We agree to remedy at, at our expense, any failure to conform, or any defect, within a period of _____ years from the date of Board of Supervisors Acceptance of the Project, without any expense to the Owner. Ordinary wear and tear and unusual abuse or neglect accepted.

In addition, we agree to remedy, at our expense, any damage to LEH-MUA-owned or controlled real or personal property, when that damage is the result of—

- (1) A failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

In the event of our failure to comply with the above mentioned conditions, within 21 days after being notified in writing by the LEH-MUA, we collectively or separately do hereby authorize the LEH-MUA to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

Signed _____	Countersigned _____
(Subcontractor)	(General Contractor)

Name _____	Name _____
(Print)	(Print)

Company _____	Company _____

* * * * *

END OF SECTION

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Warranties.
 - 4. Instruction of LEH-MUA's personnel.
 - 5. Final cleaning.

1.3 RELATED SECTIONS

- A. Project Execution requirements – Section 016100.
- B. Operations and Maintenance – Section 017300.

1.4 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.

2. Advise LEH-MUA of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting LEH-MUA unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs and photographic negatives, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by LEH-MUA. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to LEH-MUA. Advise LEH-MUA's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise LEH-MUA of changeover in heat and other utilities.
 12. Submit changeover information related to LEH-MUA's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either

on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.5 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment.
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct LEH-MUA's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies 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, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.7 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

- a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
3. Mark important additional information that was either shown schematically or omitted from original Drawings.
4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Note related Change Orders, Record Drawings and Product Data, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
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, Record Drawings and Record Specifications, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by LEH-MUA during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" x 11" paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed

description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

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 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct LEH-MUA's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 1. Provide instructors experienced in operation and maintenance procedures.
 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 3. Schedule training with LEH-MUA with at least seven days' advance notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Videotape training sessions, as-required. Include instruction for the following:
 1. System design and operational philosophy.

2. Review of documentation.
3. Operations.
4. Adjustments.
5. Troubleshooting.
6. Maintenance.
7. Repair.

3.2 FINAL CLEANING

- A. General: Provide 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 portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.

- f. Clean exposed exterior and 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.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1). Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Replace parts subject to unusual operating conditions.
- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

- q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on LEH-MUA's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION