Office of Social Justice at Hawthorn Hall

Renovation Project

PROJECT MANUAL

ROWAN PROJECT NO. 77609

DCA PLAN REVIEW SUBMISSION

May 24, 2018
ROWAN UNIVERSITY
SECTION I
INSTRUCTIONS TO BIDDERS

1B1. BID PROPOSALS

1B1.1. Sealed proposals for the work described herein must be received and time-stamped at the University. The closing date and time for bids will be stated in the Advertisement and Invitation to Bid. Bidders are cautioned that reliance of the U. S. Mail for timely delivery of proposals is at the bidder's risk. Failure by the contractor to have sealed proposals reach the University by the prescribed time will result in a return of the submission unopened and unread.

1B1.2. This contract will be bid as a single prime contract only. Bids for less than all of the project as described herein will be deemed nonconforming.

1B1.3. The Instructions to Bidders, Bid forms, Contract forms, plans and specifications, forms of Bid Bond, Agreement of Surety, Performance Bonds, Payment Bonds and other contract documents may be examined at the University. Contractors may obtain contract documents at the University’s Purchasing Website. The University reserves the right to deny award to any bidder who is not clearly responsible based upon experience, past performance and financial capability to perform the work required hereunder or other material factors.

1B1.4. Set(s) of contract documents will be available for inspection by interested parties free of change in Rowan University’s Purchasing Department.

1B1.5. Bid proposals based upon the plans, specifications, general, special and supplementary conditions, clarifications and/or addenda shall be deemed as having been made by the contractor will full knowledge of all project conditions. Bidders are required to visit the site prior to submitting proposals for the work herein described and to have thoroughly examined the conditions under which the contract is to be executed including those reasonably observable conditions of the premises which would hinder, delay or otherwise affect the performance of the contractor required under the terms of the contract. The University will not allow claims for additional costs as a result of the contractor's failure to become aware of the reasonably observable conditions affecting his/her required performance. The bidder is required to make appropriate allowances in the preparation of his/her bid for the accommodation of such conditions. Bidders must warrant in the bid documents that the bidder is familiar with conditions existing at the site at the time the bid is submitted.

1B1.6. Bid proposals shall be submitted on the standard form provided by the University, enclosed in a sealed envelope issued by Rowan University. The name and address of the bidder must be indicated on the envelope as well as indication of the project, project location and other appropriate identification.

1B1.7. All amounts in the bid documents shall be stated in numerical figures only.

1B1.8. The bidder must include the following items in the bid envelope. Other documents may be required by the University Purchasing Department. Check the University’s website for further information on required documents.

a. The proposal signed by the bidder;
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b. The executed Affidavit of Non-collusion;
c. Bid security as further described in Paragraph 1B6;
d. The completed set of bid forms found after the Table of Contents;
e. The names and license numbers of and evidence of performance security form of all sub-contractors to who the bidder will sub-contract any of the work on the project for the following:
   1) The plumbing and gas fitting work;
   2) The heating and ventilating systems and equipment;
   3) The electrical work including any electrical power plants;
   4) The structural and ornamental iron work.

1B1.9. Proposals shall remain open for acceptance and may not be withdrawn for a period of sixty (60) days after the bid opening date.

1B1.10. Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement will be considered informal and rejected as non-responsive.

1B2. BID MODIFICATION

1B2.1. A bidder may modify his/her bid proposal by telegram or letter at any time prior to the scheduled closing time for receipt of bids provided such communication is received by the University prior to such closing time. A written confirmation of any telegraphic modification signed by the bidder must have been mailed and time-stamped by the post office prior to specified closing time. Such confirmation shall be accompanied by a newly executed Affidavit of Non-Collusion.

1B2.2. Telegraphic communications shall not reveal the basic bid price but only shall provide the amount to be added, subtracted or modified so that the final price(s) or term(s) will not be revealed until the sealed proposal is opened. If written confirmation of the telegraphic modification is not received within two (2) working days after the scheduled closing time, no consideration will be given to the telegraphic modification.

1B2.3. Bids may be withdrawn upon written request received from the bidder prior to the time fixed for the bid opening. Right for withdrawal of a bid is lost after a bid has been opened. If any error has been made in the bid amount, request for relief from the bid may be made in writing to the University. The written request shall be signed by an authorized corporate officer. A determination of whether the bidder will be released shall be at the sole discretion of the University who shall issue his/her finding(s) within five (5) days of his/her receipt of all pertinent information relating to such request for relief.

1B3. CONSIDERATION OF BIDS

1B3.1. Award of Projects (s) or Rejection of Bid(s):

a. The project will be awarded to the lowest responsible bidder whose bid, conforming to the Bidding Documents, will be most advantageous to the University. The award will be made or the bid(s) rejected within sixty (60) days from the date of the opening of the bids.
b. All bid deposits of unsuccessful bidders, except the lowest three (3) bidders, will be returned or refunded within five (5) days of the bid opening.
c. The bid security deposits of the successful bidder and the next two (2) lowest bidders will be retained by the University until the execution and delivery of a formal contract and delivery of performance and payment bonds by the bidder awarded the project. At such time, bid deposits of the other two (2) low bidders will be returned.

d. The University reserves the right to award the project on the basis of the single bid for the entire work on or the basis of a separate bid and alternate, or any combination of separate bids and alternates, which the University deems best serves the interest of the University.

e. The University reserves the right to waive, in its sole discretion, any bid requirements when such waiver is in the best interests of the University and where such waiver is permitted by law.

f. The University reserves the right to reject any and all bids when such rejection is in the best interests of the University. The University may also reject the bid of any bidder who, in its judgement, is not responsible or capable of performing the project based on financial capability, past performance or experience. A bidder whose bid is so rejected may request a hearing before the University by filing a written notice within seven (7) days of the transmittal of the rejection.

1B3.2. The bidder to whom the project is awarded shall execute and deliver the requisite contract documents including payment and performance bonds within the time specified. Upon his/her failure or refusal to comply in the manner and within the time specified, the University may either award the contract to the next low, responsible bidder or re-advertise for new proposals. In either case, the University may hold the defaulting bidder and his/her surety liable for the difference between the applicable sums quoted by the defaulting bidder and that sum which the University may be obligated to pay to the contractor who undertakes to perform and complete the work of the defaulting bidder.

1B4. AWARDS

1B4.1. In executing a contract, the successful bidder agrees to perform his/her work in a good and workmanlike manner and to complete portions of the work by established milestone dates and all work within the number of calendar days specified in his/her contract.

1B4.2. The successful bidder will be notified of the time and place for the signing of the contract. Key requirements in the conduct of the contract including, but not limited to, project milestones, the number of days for performance of the contract, manner and schedule of payments, site logistics and other administrative details will be reviewed at the award meeting. The time and place of the first job meeting will also be announced.

1B4.3. The project shall be awarded to the lowest responsible bidder whose bid, conforming to the Bidding Documents, will be the most advantageous to the University. Alternatives will be accepted or rejected as selected by the University. Add alternates and deduct alternates will be specified separately. The University may choose from the add and deduct alternates without priority between the two groups. The University may accept alternates out of sequence provided it states its reasons for so doing.

1B4.4. Should submission of unit prices be required for specific items of work in bid
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proposals, they will be considered in the evaluation of bids.

1B4.5. LIQUIDATED DAMAGES ARE PART OF THIS PROJECT. Please refer to Section 017700 Contract Closeout in the Project Manual.

1B5. QUALIFICATIONS OF BIDDERS

1B5.1. If the successful bidder is a corporation not organized under the laws of the State of New Jersey, or is not authorized to do business in this state, the award of the project shall be conditioned upon the prompt filing by the said corporation of a certificate to do business in this state and shall comply with the laws of this state in that regard. This filing must be made within the Department of State. No award of project will be made until the Department of State confirms this authorization.

1B5.2. The University requires that each contractor shall perform a minimum of thirty-five percent (35%) of the contract work by his/her own forces. The University, however, may, in its sole discretion, reduce this percentage depending upon the nature and circumstances in any particular case if he/she determines that to do so would be in the best interests of the University provided that a written request is submitted to him/her with the original bid proposal.

1B5.3. The University reserves the right to reject a bidder at any time prior to the signing of a contract if information or data is obtain which, in the opinion of the University, adversely affects the responsibility and/or the capability of the bidder to undertake and to complete the work regardless of the bidder's previous qualification or classification. The University may conduct any investigation as it deems necessary to determine the bidder's responsibility and capacity and the bidder shall furnish all information and data for this purpose as the University may request.

1B5.4. The bidder shall include a list of the sub-contractors to whom the bidder will sub-contract work with his/her bid for:

   a. the plumbing and gas fitting work;
   b. the heating and ventilating systems and equipment;
   c. the electrical work including any electrical power plants;
   d. the structural and ornamental iron work; and
   e. special categories as may be required.

1B6. DEPOSIT AND BID BOND

1B6.1. Each proposal shall be accompanied by a bid bond or by a certified or cashier's check made payable to the University equal to ten percent (10%) of the amount of the proposal as evidence of good faith which guarantees that, if the proposal submitted by the bidder is accepted, the bidder will enter into the contract and furnish the required contract documents and surety bonds. If a bid bond is submitted, it shall also provide that the surety issuing the bid bond be bound to issue the required payment and performance bonds if the bidder is awarded the project. If the bidder whose proposal is accepted is unable to provide the performance and payment bonds or fails to execute a contract, then such bidder and the bid bond surety shall be obligated to pay to the University the difference between the amount of the bid and the amount which the University contracts to pay another party to perform the
work. The University reserves the right to retain any certified or cashier's check deposited hereunder as reimbursement for the difference as aforesaid and shall return any non-required balance to the bidder. Should there be a deficiency in the excess of the bid deposit, the bidder and the surety shall pay the entire amount of the University's difference in cost upon demand. Nothing contained herein shall be construed as reason of a default or breach by the contractor. Certified or cashier's checks or bonds submitted by the unsuccessful bidders will be returned after the contract has been executed. Contractors electing to furnish a bid bond must include consent of surety, both in form acceptable to the University.

1B6.2. Attorneys-in-fact who sign bid bonds or contract bonds must file a certified power of attorney with the University indicating the effective date of that power.

1B7. PERFORMANCE AND PAYMENT BONDS

1B7.1. Within five (5) calendar days, the successful bidder shall furnish a performance bond in statutory form in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this contract and also a payment bond in statutory form in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with this contract. The performance and payment bond may be in one or in separate instruments in accordance with the law. No contract shall be executed unless and until each bond is submitted to and approved by the University and the surety must be presently authorized to do business in the State of New Jersey. The surety's obligation shall continue beyond final acceptance to the extent that the contractor would have such an obligation.

1B7.2. The cost of bonds shall be paid for by the contractor.

1B7.3. At any time, if the University is dissatisfied with any surety or sureties, who have issued or proposed to issue, the performance or payment bonds for justifiable cause, the contractor shall substitute an acceptable bond or bonds in such form and sum and executed by such other surety or sureties as may be satisfactory to the University within ten (10) days after notice from the University to do so. The premiums of such bonds shall be paid by the contractor. No contract shall be executed and/or no payment made under a contract until the new surety or sureties shall have furnished such an acceptance bond to the University.

1B7.4. Bonds must be legally effective as of the date the contract is signed. Bonds must indicate contractor's names exactly as they appear on the contract. Current attorney-in-fact instruments and financial statement of the surety must be included with the bond. Bonds must be executed by an authorized officer of the surety. Bonds furnished under this article shall conform in all respects to the requirements and language of N.J.S.A. 2A:44-143 to 147.

1B8. BULLETINS AND INTERPRETATIONS

1B8.1. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be provided to any bidder unless such interpretation is made in writing to all prospective bidders prior to the bid opening. Any such interpretations must be identified in bid proposals submitted. Any interpretations which are not entered in
accordance with this provision shall be unauthorized and not binding upon the University.

1B8.2. Every request for an interpretation relating to, clarification or correction of the plans, specifications or other bid documents shall be made in writing addressed to the University and must be received at least five (5) working days prior to the date fixed for the bid opening. Any and all interpretations, clarifications or corrections and any supplemental instructions must be issued by the University in writing in the form of bulletins and mailed by certified mail, return receipt requested or by telegraphic notice to all prospective bidders no later than three (3) working days prior to the date of the bid opening. All bulletins issued shall become part of the contract documents and shall be acknowledged in all the bid proposals. Failure of a contractor to acknowledge receipt of all such bulletins and interpretations by the time of the bid opening shall result in his/her proposal being considered non-responsive at the option of the University.

1B8.3. Each bidder shall be responsible for thoroughly reviewing the contract documents prior to submission of bids. Bidders are advised that no claim for expenses incurred or damage sustained on account of any error, discrepancy, omission or conflict in their bid submission will be entertained. Documents shall be recognized by the University unless, and only to the extent that, a written request for interpretation, clarification or correction has been submitted in compliance with section 1B8.2 and the matter has not been addressed by the University through the issuance of a bulletin interpreting, clarifying and/or correcting such error, discrepancy, omission or conflict.

1B9. ASSIGNMENTS

1B9.1. The contractor shall not assign the whole or any part of this contractor without prior written consent of the University. Money due or to become due to the contractor hereunder shall not be assigned for any purposes whatsoever.

1B10. FEDERAL EXCISE TAXES AND STATE SALES TAX

1B10.1. In general, bidders must take into consideration applicable Federal and state tax laws when preparing their bids.

1B10.2. Under Chapter 32 of the Internal Revenue Code, an exemption certificate must be on file with the University of the Division of purchase and Property. (example, Number 22-75-005)

1B10.3. Materials, supplies or services for exclusive use in erecting structures or buildings or otherwise improving, altering or requiring all University-owned property are exempt from the State sales tax.

1B10.4. Bidders must make their own determinations as to the current status and applicability of any tax laws and the contractor may make no claim based upon any error or misunderstanding as to the applicability of any tax laws.

1B10.5. Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.
1B11. RESTRICTIVE SPECIFICATIONS

1B11.1. Should any bidder determine before the bid due date that any portion of the specifications or drawings specify a particular product which can be provided by one (1) supplier or manufacturer with the result that competitive prices are not available, he/she shall immediately notify the University and Construction Manager of the fact in writing.

1B11.2. If such notice is not given in a timely manner, it shall be assumed that the bidder has included the estimate of such sole source in his/her bid. In the alternative, if the University or Construction Manager are notified in a timely manner of the requirement in the specification of a sole source of supply or manufacture, the University may order the project rebid or may take any other lawful action.

1B12. OFFER OF GRATUITIES

1B12.1. Chapter 48 of the laws of 1954 make it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the State. It is the policy of the University to treat the offer of any gift or gratuity by any company, its officers or employees to any person employed by Rowan University as grounds for debarment or suspension of such company from bidding on and providing work or materials on University contracts.

END OF SECTION I
ARTICLE 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 "Architect" or "Engineer" means the Architect, Engineer or other design professional engaged by the University to work under the direction of the University’s project manager or contracting officer.

1.1.2 Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless otherwise stated. The word "provided", as used herein, shall be understood to mean "provided complete in place", that is, "furnished and installed".

1.1.3 Bulletin or Addendum: The bulletin or addendum is a document issued by the University prior to opening of bids which supplements, revises or modifies the solicitation documents furnished for bidding purposes.

1.1.4 Change Order Request Form: A request for equitable adjustment made by the Contractor in response to written direction by the contracting officer pursuant to Article 14 entitled "Changes to Contract". Unless otherwise specified by the University, the Contractor shall use Form AIG701

1.1.5 Claims: Differences between the University and a contractor concerning extra work, alleged errors or omissions in the specifications or drawings, unreasonable delays, damages to work, informal suspensions or interferences by University personnel and like matters.

1.1.6 University: The word "University" or "owner" as used herein refers to Rowan University.

1.1.7 University’s project manager: An employee of the University (the University’s project manager) to provide general administration and project management services as required by the contract documents.

1.1.8 Contract Documents: This contract, together with any plans, drawings, specifications or other documents which are attached hereto or incorporated herein by reference, together with any such plans, drawings, specifications, schedules or other documents which may be produced pursuant to this contract or derived there from and which are intended to bind the contractor hereunder.

1.1.9 Contract Limit Lines: Those lines shown on the drawings which limit the boundaries of the project and beyond which no construction work or activities shall be performed by the contractor unless otherwise noted on the drawings or specifications.

1.1.10 Contract Line Item Number (CLIN): A specifically described unit of work for which a
price is provided in the contract.

1.1.11 **Contractor** means the person or persons, partnership or corporation named as contractor in this contract operating as an independent contractor and not as an agent of the State in the performance of its functions. Whether referred to as "contractor", "prime contractor", "prime", "separate contractor" or "single contractor", it shall be understood to mean contractor. It does not include suppliers or material men.

1.1.12 **Contracting Officer** means the individual authorized, as an officer of the University, to administer the design, engineering and construction of all University buildings and facilities. He/she is the procuring contracting officer representing the University personally or through University’s project managers in all relationships with contractors, consultants and architects/engineers. This includes a duly appointed successor or an authorized administrative contracting officer (ACO) acting within the limits of his/her authority.

The contracting officer is the interpreter of the conditions of the contract and the judge of its performance. He/she shall not take arbitrary positions benefiting either the University or the contractor but shall use his/her powers under the contract to enforce its faithful performance by both.

1.1.13 Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", "shall" or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation" or "prescription" of the contracting officer is intended and similarly the words "approved", "acceptable", "satisfactory" or words of like import shall mean "approved by", "acceptable to" or "satisfactory to" the contracting officer unless otherwise expressly stated.

1.1.14 "**Final Acceptance**" shall mean the acceptance of the Project upon Final Completion.

1.1.15 "**Final Completion**" shall mean the date the project, including all punch list items properly performed by the contractor, all warranties have been transferred to the University and the Contractor has demobilized from the site.

1.1.16 **General Construction Contractor**: The general construction contractor means either the contractor for general construction whenever separate prime contractors are involved in a project or the sole contractor if there are no other prime contractors involved.

1.1.17 **Notice** is a written directive or communication served on the contractor to act or perform work or carry out some other contractual obligation. It shall be deemed to have been duly served if delivered to an individual or member of the firm or entity or to an officer of the corporation for whom it was intended. This includes delivery by courier, registered or certified mail, telegram, facsimile, E-mail or other electronic means to the business address cited in the contract documents.
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1.1.18 Plans means any drawings or reproductions thereof pertaining to the details of the work contemplated by this contract.

1.1.19 Project is the general term for identification of the total contract. It includes the work and all administrative aspects required to fully satisfy the contract requirements.

1.1.20 Public Contract: Any contract or agreement entered into by the State of New Jersey or any instrumentality of the State, including Rowan University, to purchase goods, services or both.

1.1.21 The term site, construction site or project site refers to the geographical area of the entire University campus at which the work under the contract is to be performed bounded by the Contract Limits and other areas designated by the University.

1.1.22 Specifications means all written agreements, instructions or other documents in or pursuant to this contract pertaining to the method of performing the work and the results to be obtained.

1.1.23 The words State or Agency of the State, as are used herein, mean the State of New Jersey or any department or agency of the State.

1.1.24 Sub-contractor means the person or persons, partnerships or corporations who enter into a contract with the contractor for the performance of work under this contract or the sub-contractors of any tier of such individual or corporation.

1.1.25 Substantial Completion: The date the building or facility is operational or capable of serving its intended use even though all permanent installations are not in place. The determination as to the date of substantial completion shall be made pursuant to Article 8.3 of the General Conditions and other applicable Sections in the Project Manual.

1.1.26 Schedule of Values shall mean a detailed list of the work activities required for project construction; including costs allocated thereto to be utilized by the Architect/Engineer in progress payments. The schedule of values shall include all elements associated with fulfilling the requirements of the contract; bonds, insurance, etc.; major items of material or equipment.

1.1.27 The term work, as used herein, comprises all construction efforts required by the contract documents and all supervision, labor, material, management and equipment necessary to complete such construction.

1.2 INTENT OF THE CONTRACT

1.2.1 The drawings and specifications of the contract are intended to require the contractor to provide for everything necessary to accomplish the proper and complete finishing of the work. All work and materials included in the specifications and not shown on the drawings or shown on the drawings and not in the specifications shall be performed or furnished by the contractor as if described in
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both. Any incidental material and/or work not specified in the drawings and/or
specifications which is, nevertheless, necessary for the true development thereof
and reasonably inferable therefrom, the contractor shall understand the same to be
implied and required and he/she shall perform all such work and furnish all such
materials as if particularly delineated or described therein. Should there be an
obvious error or omission in the drawings or specifications, it shall be the
contractor’s responsibility to complete the work as reasonably required consistent
with the intent of such drawings and specifications.

1.2.2 The contractor shall abide by and comply with the true intent and meaning of the
drawings, the specifications and other contract documents taken as a whole and
shall not avail himself/herself of any unintentional error or omission should any
exist. Should any error, omission or discrepancy appear or should any doubt exist
or any dispute arise as to the true intent and meaning of the drawings, the
specifications or other contract documents, or should any portion thereof be obscure
or capable of more than one interpretation, the contractor shall immediately notify
the contracting officer or the University’s project manager and seek correction or
interpretation thereof prior to commencement of affected work. The contracting
officer shall issue his/her interpretation with reasonable promptness. However, the
contractor shall make no claim against the University for expenses incurred or
damages sustained on account of any error, discrepancy, omission or conflict in the
contract documents unless, and only to the extent that, the contractor has submitted
a written request for interpretation, clarification or correction to the
Architect/Engineer and the contracting officer through the University’s project
manager and such written request has been received by the Architect/Engineer
and the contracting officer at least five (5) working days prior to the date fixed for
the opening of bids provided further that such claim shall only be recognized by
the University if the matter raised by the written request has not been addressed by
the University through the issuance of an addendum interpreting, clarifying and/or
correcting such error, discrepancy, omission or conflict. In case of dispute, the
matter shall be referred to the contracting officer for decision.

1.2.3 Each and every provision required by law to be inserted in the contract documents
shall be deemed to have been inserted therein. If any such provision has been
omitted or has not been correctly inserted, then, upon application of either party, the
contract shall be physically amended to provide for such insertion or correction.

1.2.4 The organization of the specifications into divisions, sections and articles and the
arrangement of drawings shall not be construed by the contractor as being intended
to divide or allocate the work among sub-contractors in any manner or to establish
the extent of the work to be performed by any trade.

1.2.5 N/A

1.2.6 The contractor shall do no work without proper drawings and instructions unless
authorization to proceed from the contracting officer or someone designate by the
contracting officer is received in writing by the contractor. In giving such additional
instructions, the contracting officer may make minor changes in the work not
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involving extra cost.

1.2.7 All drawings referred to, together with such supplementary details as may be furnished and approved from time to time as the work progresses, are understood as being included as part of the contract to which they relate.

1.2.8 In the event of a conflict between provisions of the contract documents, the documents shall take precedence in the following order:

(a) Executed Contract
(b) Addenda
(c) Supplemental General Conditions
(d) General Conditions
(e) Specifications
(f) Drawings in the following order of precedence:
   (1) notes on drawings
   (2) large scale details
   (3) figured dimensions
   (4) scaled dimensions

Where there may be a conflict not resolvable by application of the provisions of this paragraph, then the contractor shall accept the condition more favorable to the University. In the event the conflicting condition is one of physical materials, equipment and/or labor then the more expensive labor, materials or equipment shall be assumed to be required and shall be provided by the contractor.

1.2.9 On all work involving alterations, remodeling, repairs or installation within existing buildings, it shall be the responsibility of the contractor by personal inspection of the existing building, facility, plant or utility system to satisfy himself/herself as to the accuracy of any information given which may affect the quantity, size and/or quality of materials required for a satisfactorily completed contract whether or not such information is indicated on the drawings or is included in the specifications. All contracts shall include the cost of all material and labor required to complete the work.

1.2.10 Dimensions of the work shall not be determined by scale or rule and figured dimensions shall be followed at all times unless obvious discrepancies exist. The contractor shall verify all dimensions at the job site and shall take any and all measurements necessary to verify the drawings and to properly lay-out the work. Any discrepancies affecting the lay-out of the work shall be called to the Architect's/Engineer's attention. No work so affected shall proceed until such discrepancy is corrected and the Architect/Engineer provides written confirmation of the resolution to the University's project manager.

1.2.11 Where on any drawing a portion of the work is fully drawn and the remainder is indicated in outline form, the portions fully drawn shall apply to all other like portions of the work unless specifically indicated or specified otherwise.
All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes whether they appear in the work except where a contrary result is clearly indicated by the contract documents.

Where codes, standards, requirements and publications of public and private bodies are referred to in the specifications, references shall be understood to be to the latest revision prior to the date of receiving bids except where otherwise indicated.

Where no explicit quality or standards for materials or workmanship are established for work, such work is to be of good quality for the intended use.

All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the contract documents.

The mechanical, electrical and fire protection drawings are diagrammatic only and are not intended to show the alignment, physical locations or configurations of such work. Such work shall be coordinated by the Contractor and shall be installed to clear all obstructions, permit proper clearances for the work of other trades, satisfy all code requirements and present an orderly appearance where exposed at no additional cost to the Owner.

ARTICLE 2 - CONTRACTING OFFICER

2.1 CONTRACTING OFFICER'S RIGHT TO STOP THE WORK

2.1.1 If the contractor fails to correct defective work or fails to carry out the work in accordance with the contract documents, the contracting officer may order the contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. Stoppage of the work, however, shall not render the University liable for claims of any kind, including delays sustained by the contractor as the result of the stoppage of the work and there shall be no extension of time to the schedule allowed.

2.2 CONTRACTING OFFICER'S RIGHT TO TERMINATE FOR CAUSE

2.2.1 If the contractor makes a general assignment for the benefit of his/her creditors, if a receiver is appointed on account of his/her insolvency or if he/she persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials so as to avoid or eliminate delays in the orderly progress of the work in accordance with the approved schedule, or if he/she fails to make prompt payment to sub-contractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if he/she or any of his/her sub-contractors is guilty of a substantial violation of a provision of the contract
documents or otherwise defaults or neglects to carry out the work in accordance with the contract documents, then the contracting officer may, without prejudice to any right or remedy and, after giving the contractor and his/her surety three (3) working days written notice to forthwith commence and continue correction of such default or neglect with diligence and promptness, terminate the employment of the contractor by the issuance of a written notice to that effect to the contractor and his/her surety at any time subsequent to three (3) working days thereafter should they, or either of them, fail to comply with the demands of the original three (3) day notice as mentioned above.

2.2.2 Upon such termination, the contracting officer may take possession of the site and of all the materials, equipment and tools on the site and may finish the work by whatever method he/she may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the work is finished. The person or firm designated to carry out such work will be paid as authorized by the contracting officer without entailing any personal liability upon the officers of the University issuing certificates or making such payment(s).

2.2.3 If the unpaid balance of the contract sum exceeds the cost of finishing the work, including liquidated damages for delays and all consequential damages sustained by the University flowing from such breach of contract, such excess shall be paid to the contractor. If such costs exceed the unpaid balance, the contractor and/or his/her surety shall pay the difference to the University promptly upon demand and this obligation shall survive the termination of the contract.

2.2.4 If, within three (3) working days following receipt of notice of termination by the contractor's surety, the issuer of the performance and payment bonds, the said surety exercises its right to take over the work and expeditiously commences to prosecute the same to completion, the contracting officer shall permit him/her to do so under the following terms and conditions:

(a) evidence of the surety's intention to take over and complete the contract shall be in writing over the signature of a University project manager and served upon the contracting officer within three (3) days after receipt by the surety of notice of termination

(b) the execution of a written agreement between the University, by the contracting officer, and the surety whereby the latter undertakes and assumes the obligation to complete the balance of the work of its defaulting contractor in accordance with the terms and conditions of the University contractor agreement, to be performed by a substituted contractor satisfactory to the contracting officer, at the surety's sole cost and expense, and providing for payments to the surety or to the substituted contractor of unpaid contract balances, if any, then in the hands of the University

(c) the said agreement shall also expressly provide that the surety shall not be relieved thereby from any of its obligations under the performance and payment bonds and that it furnishes the University with an additional performance and payment bond to secure the faithful performance of the
substituted contractor
(d) that all current obligations for labor and materials incurred and outstanding by the defaulting contractor on this project be paid without delay, subject to allowance of a reasonable time within which to verify such claims by the surety
(e) that the parties expressly understand and agree that this agreement is without prejudice and is subject to such rights and remedies as either party, including the contractor, may elect to assert after final completion and acceptance of the work

2.2.5 Right to Terminate for Convenience: The contracting officer reserves the right to terminate for the convenience of the University in which case the contractor shall be entitled to a proportion of the fee for which the services actually and satisfactorily performed by the contractor shall bear to the total services contemplated under this agreement, less payments previously made, together with appropriate reimbursable costs and a reasonable termination fee to be negotiated between the contractor and the contracting officer.

2.3 REVIEW OF CONTRACTOR CLAIMS AND DISPUTES

2.3.1 In the event of a dispute other than a Change Order dispute between the Contractor and the University, the Contractor may request, in writing, a hearing of any claim, dispute or matter in question relating to this contract. The University shall then designate a Hearing Officer, who may be the University's designee under this contract. The Hearing Officer shall not side with the University or the Contractor but shall use his/her powers to enforce faithful performance by all.

2.3.1.1 The Hearing Officer shall permit both the Contractor and the University to provide such relevant information to the Hearing Officer and each other, as the Hearing Officer needs to render a decision. Upon rendering a decision, the Hearing Officer will memorialize that decision in writing.

2.3.1.2 In the event that both the Contractor and the University agree with the Hearing Officer's decision, each will acknowledge its acceptance in writing.

2.3.1.3 In the event that the dispute is not resolved as set forth in Paragraph 2.3.1.2 hereof, then the University shall review all information provided to the Hearing Officer pursuant to Paragraph 2.3.1.1 hereof and the finding of the Hearing Officer and shall issue a final decision which shall be reduced to writing and a copy provided to the University's designee and the Contractor.

2.3.1.4 Pending such final decision, the Contractor shall have no recourse to court actions, assuming that the aforesaid administrative procedures take place within a reasonable amount of time. Upon receipt of the final decision, either party may then commence appropriate legal proceedings.

2.3.1.5 Unless and until it is determined as a result of any legal proceedings that the University is in material breach of this contract the Contractor shall proceed diligently with the performance of its contract responsibilities.

2.4 UNIVERSITY REPRESENTATION
2.4.1. The University shall be represented on the site by a University's project manager. The University's project manager will conduct or contract out on-site inspections, maintenance of logs for construction progress and problems encountered, approval of contractor's requisition for payments subject to final approval by the Architect and contracting officer, attendance at job meetings, the act of liaison with the Architect/Engineer and contractor, preparation and submission of reports on special problems associated with the job, evaluation and processing change orders and generally remain fully cognizant and be kept informed by the contractor of every aspect of ongoing construction. The University's project manager will have only those duties, which are required of an owner. Responsibility for completion of this project, pursuant to the contract documents, remains with the contractor. No right of the University exercised hereunder shall be considered a waiver of the contractor's obligation or any obligations created by this agreement, which may be modified or excused only in accordance with the terms of the contract.

ARTICLE 3 - ARCHITECT/ENGINEER AND CONSTRUCTION MANAGER

3.1 ARCHITECT/ENGINEER

3.1.1 The Architect's/Engineer's has no power or authority to approve changes to the work under this contract and its role is that of consultant to the University.

3.2 ADMINISTRATION OF THE CONTRACT

3.2.1 The Architect/Engineer and the University’s project manager will provide a certain portion of the administration of the contract as hereinafter described.

3.2.2 The Architect/Engineer and the University’s project manager will monitor the execution and progress of the work and will immediately notify the University of any related problems. The Architect/Engineer and the University’s project manager will be provided access to the work at all times. The general contractor shall provide facilities for such access so as to enable the Architect/Engineer and the University’s project manager to perform their functions under the contract documents.

3.2.3 The Architect/Engineer and/or the University’s project manager will not be responsible for, nor will they have control or charge of, construction means, methods, techniques, sequences of procedures or safety precautions and programs in connection with the work. The Architect/Engineer and/or the University’s project manager will not be responsible for, nor have control or charge over, the acts or omissions of the contractor, sub-contractors or any of their agents or employees or any other person performing any of the work but shall have the obligation to immediately inform the contractor, and the contracting officer of any inadequate performance on the project.

In the event that the University's project manager notices any safety violations, the University's project manager shall have the right, but not the obligation, to inform the Contractor and to immediately stop work for any imminent or life threatening danger.
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3.2.4 The University’s project manager, after consultation with the Architect/Engineer, will recommend the rejection of work, which he/she believes does not conform to the contract documents. In his/her opinion, whenever he/she considers it necessary or advisable, he/she may request the contracting officer to provide special inspection or testing of the work whether or not such work has been fabricated, installed or completed. The Contractor shall pay for all such testing whether the work is deemed to conform to the contract document or not.

3.2.5 Both the Architect/Engineer and the University’s project manager will periodically review the contractor’s as-built drawings to determine whether these are up-to-date.

3.3 INSPECTIONS - SUBSTANTIAL AND FINAL COMPLETION

3.3.1 The Architect/Engineer and the University’s project manager will conduct inspections, accompanied by the contractor to determine the dates of substantial and final completion. The Architect/Engineer and the University’s project manager will receive and forward written warranties and related documents required by the contract documents and assembled by the contractor to the contracting officer for his/her review. The Architect/Engineer and the University’s project manager will approve the issuance of a certificate of final completion.

3.4 OWNERSHIP AND USE OF DOCUMENTS

3.4.1 All drawings, specifications and copies thereof furnished to the Contractor by the Architect/Engineer are and shall remain the property of the University. They are reserved to this project only and are not be to be used on any other project. Submission or distribution of documents to meet official regulatory requirements or for any other purposes in connection with the project shall not be construed as derogation of the Architect’s/Engineer’s copyright or other reserved rights.

3.5 UNIVERSITY’S PROJECT MANAGER

3.5.1 In addition to the duties specified elsewhere in the contract documents, the University’s project manager and the contractor shall perform as follows in relation to one another:

a) the contractor will permit the University’s project manager to inspect delivery of any off-site materials that are being requisitioned by the contractor;
b) upon request by the University’s project manager, the contractor will schedule visits to fabrication plants to inspect the status of various fabricated materials with regard to quality and scheduled delivery; the contractor will allow the University’s project manager access to such facilities;
c) the contractor will attend a Preconstruction conference and bi-weekly project meetings, or more often if necessary, at times and locations specified by the University’s project manager;
d) the contractor shall submit to the contracting officer, through the University’s project manager, all information or requests concerning scheduling, contract or change order/claims;
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e) the University’s project manager will receive, log, transmit and evaluate any requests from the contractor for interpretations of the meaning and intent of the contract documents to the contracting officer and Architect/Engineer;  
f) the University’s project manager will monitor all training by the contractor of owner’s representatives for equipment and maintenance procedures.  

ARTICLE 4 - THE CONTRACTOR  

4.1 REVIEW OF CONTRACT  

4.1.1 The contractor has the duty and warrants and represents that he/she has thoroughly examined and is familiar with all the contract documents including, but not limited, the complete set of drawings and specifications of the entire project; all other documents referred to in the advertisement for bids, the specifications, or otherwise; that he/she has noted cases where it is specified that certain work or materials, or both, are to be omitted from the contract and to be furnished or installed by another; that he/she has carefully examined the site and the contract; that from his/her own investigations, he/she has satisfied himself/herself as to the nature and location of the work, the current local equipment labor and material conditions and all matters which may, in any way, affect the work or its performance. The contractor is responsible to check and verify all conditions inside and outside the contract limit lines to determine whether any conflict exists with the work he/she is required to perform under the contract. The submission of a bid is conclusive evidence that the bidder has made such examination and is fully aware of the conditions to be encountered in performing the work including any subsurface condition which could be ascertained by due diligence and as to the requirements of the contract documents. This includes a verification of all elevations, utility locations and other site data. Within the site of the project, there may be public utility structures and, notwithstanding any other clause or clauses of this contract, the contractor shall not proceed with the work until he/she has made diligent inquiry at the utility companies and municipal authorities or other owners to determine their exact location. The contractor shall notify the utility companies and municipalities or other owners involved in writing of the nature and scope of the project and of his/her operation that may affect their facilities or property. The contractor is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the work may be shown on the plans. The accuracy and completeness of this information is not guaranteed by the State and the contractor is advised to ascertain for himself/herself all the facts concerning the location of these utilities. The contractor shall carry out his/her work carefully and skillfully and shall support and secure utility structures so as to avoid damage to them. It is understood and agreed that the contractor has considered all of the permanent and temporary utility facilities in their present and/or relocated positions as shown on the plans and as revealed by his/her site investigation in his/her bid, is cognizant of the limited ability of the State to control the actions of the utilities and has made allowance for the fact that additional compensation will not be allowed for any delays, inconvenience or damage sustained by him/her due to any interference from the said utility facilities or the operation of moving them in his/her bid. As a result of such examination and
investigation, the contractor warrants and represents that he/she fully understands the intent and purposes of the contract documents and his/her obligations there under and that he/she accepts responsibility for and is prepared to execute and fulfill completely by his/her construction work the intent of the contract without exception and without reservation at the price specified in the contract.

4.1.2 The contractor shall carefully study and compare the contract documents during the progress of the work and shall immediately report any error, inconsistency or omission to the University's project manager upon discovery. The contractor shall immediately report any error, inconsistency or ambiguity detected during the course of the project to the University's project manager and shall do no work thereafter which may be affected by such error until the contracting officer, through the University's project manager, has had the opportunity to respond and clarify the work it wants performed in view of this information. Wherever any error, inconsistency or omission appears, it shall be disposed of pursuant to appropriate procedures set forth elsewhere herein.

4.1.3 Unless otherwise ordered in writing by the contracting officer through the University's project manager, the contractor shall perform no portion of the work without approved change orders, approved shop drawings or samples for such portions of the work or other approvals as may be applicable and required by the contract documents.

4.1.4 Unless otherwise provided in the contract documents, the contractor shall provide and pay for all labor, equipment, materials, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work whether or not incorporated or to be incorporated in the work.

4.1.5 At all times, the contractor shall enforce strict discipline and good order among his/her employees and shall not employ any individual who violates these provisions or is unfit or anyone not skilled in the task assigned to him/her on the work.

4.1.6 The contractor shall be obligated to pay the prevailing wage rates set forth in the specifications. He/she shall abide by the requirements of the State's Affirmative Action Program. He/she shall also be responsible to insure that all principles of safety are carried out as further described in Article 12 herein. The contractor shall prepare certified payrolls and shall submit such records to the University as required by New Jersey statute and corresponding regulations.

4.2 NEW JERSEY PREVAILING WAGE ACT

4.2.1 Each contractor or any sub-contractor shall comply with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150, and all amendments thereto as this Act is hereby made a part of every contract entered into on behalf of the University except those contracts which are not within the contemplation of the Act. Provisions of the Act include:
a) All workmen employed in the performances of every contract in which the contract sum is in excess of $2,000 and work to which the University is a party shall be paid not less than the prevailing wage rate as designed by the Commissioner of Labor and Industry or his/her duly University's project manager.

1. The contractor and all sub-contractor(s) performing public work for the University who are subject to the provisions of the Prevailing Wage Act shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen/workwomen their wages.

2. The contractor's signature on the proposal is his/her guarantee that neither he/she nor any sub-contractor is currently listed or is on record by the Commissioner as one who has failed to pay the prevailing wages according to the Prevailing Wage Act.

b) In the event it is found any workman/workwoman employed by the contractor or any sub-contractor covered by the contract in excess of $2,000 for any public work to which the University is a party has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the contracting officer may terminate the contractor's or sub-contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and may otherwise prosecute the work to completion.

c) Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any workman/workwoman employed on a public work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The contractor shall supervise and direct the work using his/her best skill and attention and coordinate his/her work with his/her sub-contractors. He/she shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions or the work under the contract.

4.3.2 The contractor shall employ a full-time, competent superintendent and necessary foreperson and assistants who shall be in attendance on the project site at all times during the progress of the work. The superintendent shall represent the contractor and all communications given to the superintendent shall be as binding as if given to the contractor. Important communications shall be confirmed in writing. The University reserves the right to require a change in a superintendent if his/her performance, as judged by the contracting officer, is deemed to be inadequate. Upon application in writing to the contracting officer, this requirement for a full-time superintendent may be waived by the contracting officer should he/she determine that such staffing is not required by the University.

4.3.3 The contractor shall hire qualified, able crafts persons in their respective lines of work.
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4.3.4 The various sub-contractors shall have competent superintendents and/or forepersons in charge of their respective portions of the work at all times. They shall not employ a person unfit or unskilled in the work assigned to him/her. If it should become apparent to the University or its consultant that a sub-contractor does not have his/her portion of the work under control of a competent foreperson, the contractor shall take appropriate steps to immediately provide proper supervision.

4.3.5 If due to a trade agreement or otherwise stand-by personnel are required to supervise equipment installation or for any other purpose during normal working hours of other trades, the contractor shall valuate and include the costs thereof in his/her bid price and shall provide said services without additional charge.

4.3.6 The contractor shall give the Architect/Engineer timely notice of any additional drawings, specifications or instructions required to define the work in greater detail or to permit the proper progress of the work.

4.3.7 The contractor shall correct all work incorrectly done at the contractor's own expense.

4.4. RESPONSIBILITY FOR THE WORK

4.4.1 The contractor shall be responsible to the University, the contracting officer, the University's project manager, the Architect/Engineer and to separate contractors having a contract with the University on this project for the acts and omissions of his/her employees, sub-contractors and their agents and employees which injure, damage or delay such other contractors in the performance of their work. This responsibility is not limited by the applicable provisions stated elsewhere herein but is in conjunction with and related thereto.

4.4.2 The contractor shall be responsible for all damage or destruction caused directly or indirectly by his/her operations to all parts of the work, both temporary and permanent, to all affected property including adjoining property.

4.4.3 At his/her own expense, the contractor shall protect all finished work and any stored materials whether on site or off and keep the same protected until the project is completed and accepted. In the case of substantial completion accompanied by beneficial occupancy by the University, the contractor's obligation to protect his/her finished work shall cease simultaneously with the occupancy of the portion or portions of the structure.

4.4.4 The contractor shall defend, protect, indemnify and save harmless the State and the University from all claims, suits, actions, damages and costs of every name and description arising out of, or resulting from, the performance of or failure to perform work under this contract. This responsibility is not limited by the provisions of other indemnification provisions included elsewhere herein or compliance with any other insurance provision.

4.4.5 In order to protect the lives and health of his/her employees, the contractor shall comply with all applicable statutes, laws, rules, and regulations and shall maintain
an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under this contract. The contractor alone shall be responsible for the safety, efficiency and adequacy of his/her plant, appliances and methods and, for any damage or injury, which may result from his/her failure or his/her improper construction, maintenance or operation.

4.5 PERMITS - LAW - REGULATIONS

4.5.1 Unless otherwise provided in the contract documents, the contractor shall secure but the University shall pay for all permits and governmental fees and inspections necessary for the proper execution and completion of the work.

4.5.2 All construction work shall be done in accordance with the New Jersey Uniform Construction Code. No work requiring inspections and approvals of construction code officials is to be covered or enclosed prior to inspection and approval by appropriate code enforcement officials.

4.5.3 The work under this contract is exempt from local ordinances, codes and regulations as related to the building and the site on which it is located, except where construction could adversely affect adjacent property, public sidewalks and/or streets. The contractor shall coordinate his/her activities with municipal and/or highway authorities having appropriate jurisdiction.

4.5.4 Soil conservation measures are to be in accordance with the County Soil Conservation District requirements and all pertinent codes and regulations.

4.5.6 The contractor shall comply with all applicable Federal, State and local laws and regulations and all conditions of permits controlling pollution of the environment. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, wetlands, ground water and reservoirs with fuels, oils, bitumens, chemicals or harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. All sewage disposal work shall conform with the regulations of the State Department of Environmental Protection.

4.5.7 The University will pay for all code inspections; however, it is the contractor's responsibility to request and set up inspections with the appropriate agency for all work requiring inspection, in a timely manner.

4.5.8 Consistent with sub-paragraph 4.4.4, the contractor shall be responsible for and save harmless the University from all fines, penalties or loss incurred for, or by reason of, the violation of any Federal, State of municipal law, rule, regulation or ordinance while the said work is in the process of construction.

4.5.9 Without limiting the foregoing, the contractor shall comply with the Federal Occupational Safety and Health Act of 1970 and all of the rules and regulations promulgated there under and the New Jersey Worker and Community Right-to-Know Act, PL1983 c. 315 N.J.S.A. 34:5A-1, et.seq.
4.5.10 As a result of a finding, by an appropriate finder of fact, that the contractor caused a substantial violation of a Federal, State or local statute or regulation on said project, the University may declare the contractor to be in default.

4.5.11 Prior to the start of any crane equipment operations, the contractor shall make all necessary applications and obtain all required permits from the Federal Aviation Administration (FAA). The sequence of operations, timing and methods of conducting the work shall be approved by the FAA to the extent it relates to their jurisdiction.

4.6 STORAGE, CLEANING AND FINAL CLEAN-UP

4.6.1 The contractor shall confine his/her apparatus, the storage of his/her equipment, tools and materials and his/her operations and workmen/workwomen to areas permitted by law, ordinances, permits, contract limit lines as established in the contract documents, the rules and regulations of the University or as ordered by the contracting officer and/or University’s project manager and shall not unreasonably encumber the site or the premises with his/her materials, tools and equipment.

4.6.2 At all times during the progress of the work, the contractor shall keep the premises and the job site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by his/her operations to the end that the premises and site shall present a neat, orderly and workmanlike appearance at all times. This is to be accomplished as frequently as is necessary by the removal of such material, debris, etc. from the site and the owner's premises.

4.6.3 Upon completion of the construction, the contractor will remove all his/her tools, construction equipment, machinery, temporary staging, false work, formwork, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, etc. from the project site.

4.6.4 Should the contractor not promptly and properly discharge his/her obligation relating to cleaning and final clean-up, the University shall have the right to employ others and to charge the cost thereof to the contractor after first having given the contractor a three (3) working day written notice of such intent.

4.6.5 In each instance, the clean-up work shall be performed by the contractor.

4.6.6 All construction equipment, materials or supplies of any kind, character or description of value belonging to the contractor which remains on the job site for more than thirty (30) days from the date of the certificate of final acceptance and completion issued by the University to the contractor shall become the absolute property of the University. It shall be disposed of in any manner the University deems reasonable and proper. Disposal costs will be the responsibility of the contractor.

4.7 CUT-OVERS, TIE-INS, INTERRUPTIONS TO EXISTING BUILDINGS
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4.7.1 All cut-overs of inter and tie-ins to existing building shall be scheduled and coordinated in advance with the contracting officer's representative and shall be done at a time convenient to the University so as not to unreasonably interfere with its operations.

4.8 WORKDAYS

4.8.1 Regular working hours shall be 8:00 a.m. to 4:30 p.m. Monday through Friday or as agreed to by the Contractor and University after consultation with the University's project manager. Changes thereto may be granted with written approval of the contracting officer. Any work required to be performed after regular working hours or on Saturdays, Sundays or legal holidays as may be reasonably required consistent with contractual obligations shall be performed without additional expense to the University. The contractor shall obtain approval of the contracting officer through the University's project manager for performance of work after regular working hours or on non-regular workdays at least forty-eight (48) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

4.9 DRAWINGS, SPECIFICATIONS, SHOP DRAWINGS, AS-BUILT DRAWINGS

4.9.1 The contracting officer, through the Architect/Engineer or University's project manager, will furnish additional instructions for the proper execution of the work after he/she becomes aware of its need. All drawings and instructions issued by the contracting officer shall be consistent with the contract documents and reasonably inferable there from. The work shall be executed in conformity therewith. The contractor shall do no work without proper drawings and instructions. In giving such additional instructions, the contracting officer will have the authority to make minor changes in the work not involving extra cost. Drawings and instructions with such supplementary details as may be furnished or approved are understood to be included and a part of the contract.

4.9.2 Where certain of the work is shown in complete detail but not repeated in similar detail in other areas of the drawings or there is an indication of continuation, the remainder being only shown in outline, the work shown in detail shall be understood to be required in other like portions of the project.

4.9.3 At any time after the execution of his/her contract, the contractor shall not make any claims whatsoever based upon insufficient data or his/her incorrectly assumed conditions nor shall he/she claim any misunderstandings with regard to the nature, conditions or character of the work to be done under the contract and he/she shall assume all risks resulting from any changes in conditions not caused by the University, the contracting officer or the University's project manager which may occur during the progress of the work. In the event that the Contractor alleges that there was insufficient data or that he/she incorrectly assumed any condition or that he/she claims any misunderstanding with regard to the nature, conditions or character of the work, the Contractor shall disclose to the University the method by which he/she intended to perform the work in question as set forth in his/her bid.
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This information must be provided with the initial notice from the Contractor to the University. The Contractor shall not be entitled to any additional compensation based upon clarifications issued pursuant to this section.

4.9.4 If the contractor desires to make any deviations or changes from the requirements of the contract documents, he/she shall obtain the consent of the contracting officer through the University's project manager or Architect/Engineer to such changes in writing before submitting drawings showing such proposed changes. All drawings submitted by the contractor shall have been checked and approved by him/her before submission. The drawings and specification references shall be noted on all submissions. Failure to comply with these instructions will be sufficient reason to return such drawings to the contractor without any action being taken.

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4.9.9 Wherever any material is specified in accordance with federal specifications, ASTM specifications, American National Standards Institute, Inc. specifications, manufacturer's association's specification standards or other standards, the contractor shall present an affidavit to the Architect/Engineer upon request from the manufacturer certifying that the material complies with the particular standard specification. Where necessary and requested or specified, supporting test data shall be submitted to substantiate compliance. All tests required in support of the affidavit shall be at the cost of the contractor.

4.10 SAMPLES

4.10.1 The contractor shall furnish all samples as directed to the University's project manager who shall forward them to the Architect/Engineer and University for approval. The work shall be in accordance with approved samples. Such samples shall be representative of the actual and the University's project manager shall submit conditions promptly to the contracting officer after approval by the Architect/Engineer at the beginning of the work as so as give the contracting officer time to examine them. Contractor shall provide all disclaimers, limitations and conditions to contracting officer in order to fully inform contracting officer of potential deviations from the sample, including but not limited to color, texture, type, finish, etc. Any list of samples prepared by the Architect/Engineer is for the contracting officer's convenience only and shall not be construed as limiting the number of samples, which the contractor shall furnish upon request of the Architect/Engineer or University's project manager.

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4.12 OPENINGS, CHANNELS, CUTTING AND PATCHING

4.12.1 The contractor shall be responsible for furnishing and setting of sleeves, built-in items, anchors, inserts, etc. for his/her work and for all cutting, fitting, closing-in, patching, finishing or adjusting of his/her work in a new and/or existing construction as required for the completed installation. Where applicable, the contractor shall build these items into the construction.

4.12.2 The contractor shall build recesses, channels, chases, opening and flues and shall leave or create holes where on drawings or where directed for steam, water or other piping, electrical conduits, switch boxes, panel boards, hies and ducts or any other feature of the heating and ventilating work.

4.12.3 The contractor shall close, build-in and finish around or over all openings, chases, channels, pockets, etc. after installation has been completed.

4.13 TESTS

4.13.1 The contractor shall notify the contracting office in writing through the University’s project manager of all work required to be inspected, tested or approved. The notice shall be provided no later than five (5) working days prior to the scheduled inspection, test or request for approval. The contractor shall bear all costs of such inspections, tests or approvals except for code inspections as stated in 4.5.6. All tests must be recorded by the contractor and records made available to the University and/or University’s project manager upon request.

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4.13.5 The contractor shall acquire inspection or testing services using only those firms/entities preapproved by the University. Failure to use a firm/entity preapproved by the University shall be grounds for rejection of the inspection or test as non-conformance.

4.13.6 In addition to the above, the contractor agrees to insert in all contracts/purchase orders for inspection and testing the requirement for the inspection or testing firm/entity to submit, in conjunction with the report to the contractor, a copy of the report directly to the University’s project manager or contracting officer. The copy shall be held pending receipt of the contractor’s certification of the report. Further, the contractor agrees to require all reports be submitted within fourteen (14) calendar days of the test or inspection. Failure to provide reports within the required time shall be addressed pursuant to Article 10.3.9 of the general conditions.

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4.14 EQUIPMENT - MATERIAL

4.14.1 The contractor warrants to the University, the contracting officer, University's project manager and Architect/Engineer that all materials and equipment furnished under the contract will be new, unless otherwise specified, and that all work will be of good quality, free from defects, faults and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the contracting officer, the University's project manager or the Architect/Engineer. If required by the University's project manager, Architect/Engineer or the contracting officer, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of the other paragraphs contained herein.

4.14.2 The contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required to avoid delay in progress of the work and shall store same so as not to cause interference with the orderly progress of the project.

4.14.3 The contractor shall furnish and pay for all necessary transportation, storage, scaffolding, centering, forms, water, labor, tools, light and power mechanical appliances and all other means, materials and supplies for properly prosecuting the work under this contract unless expressly specified otherwise. The contractor shall make arrangements to have representatives of his/her firm at the site to accept delivered materials. The University will not be held responsible for damage, theft or disappearance of the contractor's property. In receiving and storing equipment and material, the contractor shall be responsible for OSHA requirements for the entire project including OSHA requirements for temporary access to all floors.

4.14.4 Whenever available, manufactured products of the United States shall be used in this work. Wherever practicable, preference shall be given at all times to material and equipment manufactured or produced in the State of New Jersey where such preference is reasonable and will best serve the interest of the University.

4.14.5 No materials, equipment or supplies for the work shall be purchased by the contractor or any sub-contractor subject to any lien or encumbrance or other agreement by which an interest is retained by the seller. By signing his/her requisition for payment, the contractor warrants that he/she has good and sufficient title to all such material, equipment and supplies used by him/her in the work, free from all liens, claims and encumbrances.

4.15 SUBSTITUTIONS

4.15.1 The contract documents are intended to produce a building of consistent character and quality of design. All components of the building, including visible items of mechanical and electrical equipment, have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect/Engineer shall judge the design and appearance of proposed substitutes on the basis of their
suitability in relation to the overall design of the project as well as for their intrinsic merits. The Architect/Engineer will not approve as equal to materials specified proposed substitutes which, in the Architect's/Engineer's sole opinion, would be out of character, obtrusive or otherwise inconsistent with the character or quality of design of the project. In order to permit coordinated design of color and finishes, the contractor shall, if required by the Architect/Engineer, furnish the substituted material in any color, finish, texture or pattern which would have been available from the manufacturer originally specified at no additional cost to the owner.

4.15.2 In the event the contractor should propose a substitution for the specified equipment or materials, it shall be his/her responsibility to submit proof of equality and to provide and pay for any tests which may be required by the contracting officer, the University’s project manager or Architect/Engineer in order to evaluate such proposed substitution.

4.15.3 Where any particular brand or manufactured article is specified, it shall be regarded as a standard. Similar products of other manufacturers, capable of equal performance and quality in the opinion of the contracting officer, will be accepted, if approved.

4.15.4 There shall be no extension of time to the project schedule granted to accommodate the requirements of this Article 4.15. Substitutions and/or any testing, etc. required to be done by the contractor to have the substitution approved will be done within the approved project schedule timeframe.

4.15.5 The application for approval of a substitution by the contractor shall include the following information:

a) identifying information shall be fully and completely furnished
b) note whether the item is included in the specifications in which case, identify the specification paragraph and section
c) attach data indicating, in detail, whether and how the substitution differs, if at all, from the article specified
d) if a credit is to be offered for the substitution, a detailed itemization of the amount of credit must be shown
e) if the proposed substitution involves a change in the scope of the work of this or any other contractor or trade under the contract documents, then and, in that event, the contractor undertakes and agrees to be responsible for any and all added costs and thereby involved by reason of the change in the work, including redesign if any
f) when requesting approval of an out-of-state sub-contractor or material manufacturer or supplier, a statement indicating that reasonable effort was first made to find and employ New Jersey firms and/or materials at comparable costs, term and performance capabilities
g) an agreement by the contractor to submit proof of equality and to have such tests performed at his/her own expense as may be required by the contracting officer or the Architect/Engineer
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h) the contractor shall not base his/her bid on substitutions, which may have been approved on previous projects; bids shall be based solely on plans and specifications of the subject project.

Since substitutions are primarily for the financial benefit of the contractor, a credit change order shall accompany each request for substitution.

4.16 SUB-CONTRACTOR APPROVALS

4.16.1 Approval by the contracting officer, University's project manager or Architect/Engineer of a sub-contractor or material supplier shall not relieve the contractor of the responsibility for complying with all provisions of the contract documents. The approval of a sub-contractor does not imply approval of any material, equipment or supplies.

4.16.2 The contractor shall coordinate and supervise the work performed by sub-contractors to the end that the work is carried out without conflict between trades and so that no delay to the general progress of the work occurs. The contractor and all sub-contractors shall afford each trade, any separate contractor or the owner every reasonable opportunity for the installation of work and the storage of materials at all times.

4.17 PAY LIMITS FOR ADDITIONS OR DEDUCTIONS FOR EXCAVATION

4.17.1 The method of measurement and establishment of pay limits for additions or deductions for excavation shall be as follows:

a) Basement Excavations: Pay limit for excavation shall be determined by horizontal and sloped lines as defined on the foundation plan and "typical subsolos preparation details": In the case where the contract limit line is in close proximity to the building and sheeting/shoring are required, the vertical line of sheeting will be the pay limit line.

b) All Pipelines and Encased Utilities: pay limit for trench excavations shall be limited to width of thirty-six inches (36") or the largest diameter of pipe barrel plus twenty-four inches (24"), whichever is greatest, and depth at bottom of pipe barrel; when rock is encountered, the contractor shall excavate to six inches (6") below bottom of pipe barrel; a compacted granular fill for the pipe shall be provided by the contractor; no additional payment will be made for this additional six inches (6") of granular fill.

c) Encased Electrical Conduit, Steam Transmission Lines and Unformed Foundation Footing: width and depth of trench shall be limited to same width and elevations of the structure shown on the contract drawings.

d) Unsuitable Foundation Material: where unsuitable foundation material is encountered, the contractor shall excavate to elevations as directed by the contracting officer through the University's project manager; unit prices for additional excavation and replacement with approved compacted granular fill, stated in the proposal form, shall be used as a basis for additional payment by the University; in the event that no unit price is included in the
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proposal form, the unit prices shall be negotiated with the contracting officer through the University’s project manager prior to performance of the work or, at the option of the contracting officer, shall be done on a time and material basis plus ten percent (10%) profit; the decision setting unit prices shall be made by the contracting officer.

4.18 SOIL BORINGS (IF APPLICABLE)

4.18.1 The University may possess geotechnical reports. Any geotechnical report/reports is/are included in the project manual for informational purposes only. The University is in no way responsible for, nor does it warrant, the data contained in the report(s) or the methods utilized in their preparation. Bidders will be granted access to the site to conduct their own tests upon request. The contractor assumes full responsibility for interpretation of any borings and the University shall have no responsibility or liability should the data provided prove to be incorrect or unrepresentative. All the provisions of paragraph 4.1.1 shall also apply hereto.

4.19 COORDINATION OF WORK

4.19.1 The contractor shall be responsible for coordinating all work performed upon the project as follows:

a) the contractor shall be responsible for all arrangements for the storage of materials
b) the contractor shall keep informed of the progress and the details of work of his/her sub-contractors and shall notify the University’s project manager immediately of lack of progress or defective workmanship on the part of sub-contractors; the contractor shall provide scheduling updates at the bi-weekly project meetings

c) failure of the contractor to keep informed of the work progressing at the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him/her of the status of the work as being satisfactory for proper coordination and completion of the project

d) the contractor shall be responsible to supervise, direct and manage the conduct of the construction and the efforts of all sub-contractors so as to deliver the project as required under the contract

4.19.2 The contractor shall refer to all of the drawings including those showing primarily the work of the mechanical, electrical or other specialized trades and to all of the sections of the specifications and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results. The contractor shall insure that all of his/her sub-contractors are fully familiar with their obligations to the contractor in his/her performance of the contract.

4.19.3 This project as described by these specifications and accompanying drawings is bid under a single prime contract as mandated by 1B1.2 of the instructions to bidders. However, this section will apply to work relating to this project and not described herein as part of this project.
4.20 PROTECTION OF CONTRACTOR’S PROPERTY

4.20.1 The contractor shall adequately secure and protect his/her own tools, equipment, materials and supplies. The University assumes no liability for any damage, theft or negligent injury to the contractor's property or to the property of his/her employees, agents or sub-contractors.

4.21 PATENTS

4.21.1 The contractor shall hold and save the University and its officers, agents, servants and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the University, unless otherwise specifically stipulated in the contract documents.

4.21.2 License and/or royalty fees for the use of a process, which is authorized by the University, must be reasonable and paid to the holder of the patent or his/her authorized licensee directly by the University and not by or through the contractor. If the contractor uses any design, device or materials covered by letters, patent or copyright, he/she shall provide for such use by suitable agreement with the University of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The contractor and/or his/her sureties shall indemnify and save harmless the University from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the University for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

4.22 RIGHT TO AUDIT

4.22.1 The University reserves the right to audit the records of the contractor in connection with all matters related to this contract. The contractor agrees to maintain his/her records in accordance with generally accepted accounting principles for a period of not less than three (3) years after receipt of final payment.

Accounting records must identify all labor and material, costs and expenses whether they be direct or indirect. The identification must include at least the project number for direct expenses and/or account number for indirect expenses. All charges must be supported by appropriate documentation including, but not limited to, canceled checks.

4.22.2 The contractor shall develop, maintain and make available to the contracting officer upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, change orders, all original estimates, take-offs and other bidding
documents, all sub-contractors and supplier contracts and changes, all records 
showing all costs and liabilities incurred or to be incurred in connection with the 
project including all sub-contractor and supplier costs, all payment records and all 
records incurred in labor and personnel of any kind, records and other data as the 
University may request concerning work to be performed under this contract.

4.22.3 The contractor acknowledges and agrees that no claim for payment, which is 
premised, to any degree upon actual costs of the contractor shall be recognized by 
the University except and to the extent that such actual costs are substantiated by 
records required to be maintained under these provisions.

4.22.4 The contractor acknowledges and agrees that the contractor's obligation to 
establish, maintain and make available records and the University's right to audit as 
delineated herein shall extend to actual costs incurred by sub-contractors in 
performing work required under the contract or any supplemental agreement 
thereto.

4.23 CONTROL WIRING

4.23.1 The contractor shall include in his/her proposal the cost of all control wiring and its 
installation for all mechanical equipment including, but not limited to, heating, 
ventilating and air conditioning systems, ATC systems, boilers, remote monitoring 
systems, etc. which systems require electrical control wiring. The contractor shall 
employ a sub-contractor approved by the University for all such control wiring. The 
sub-contractor shall provide a final certificate of electrical inspection of the control 
wiring.

Installed or control wiring must connect to a point of electrical power supply as shown on the 
contract documents.

4.24 STAND-BY PERSONNEL

4.24.1 The contractor, when obligated to employ stand-by personnel by trade agreement 
to which he/she is a party, shall determine and include all such costs thereof in 
his/her bid proposal. The contractor shall not, at any time, make a claim to the 
University for costs relating to stand-by maintenance or stand-by supervision for 
electric motor driven or other equipment. The University, under no condition, will 
entertain or consider a claim in this regard unless such claim is made as a result of 
the University's unreasonable refusal to accept beneficial occupancy of the 
completed project.

ARTICLE 5 - CONTRACTOR FOR GENERAL CONSTRUCTION; SPECIAL RESPONSIBILITIES

Whenever the term "general construction contractor" is used herein, it is intended to mean either the 
contractor for general construction whenever separate prime contracts are involved or the sole 
contractor if there are no other prime contracts engaged on the project.

5.1 UNIQUE ROLE OF RESPONSIBILITY-STAFFING
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5.1.1 Wherever separate contracts are awarded to separate prime contractors for different branches of the work or where there is a single prime contractor, the contractor for general construction, hereinafter referred to as the general construction contractor, has the responsibility for being the supervisor, manager, overseer, coordinator and expeditor of all the contractors and/or sub-contractors and/or of the total construction process and of its parts in accordance with the contract documents.

5.2 CONTRACTING OFFICER'S RELIANCE UPON CONTRACTOR FOR GENERAL CONSTRUCTION

5.2.1 The contracting officer relies upon the organization, management, skills, cooperation and efficiency of the general construction contractor to supervise, direct, control and manage the work so as to deliver the completed project in conformance with the contract documents and within the scheduled time.

5.2.2 The contractor for general construction shall include in his/her bid an amount sufficient to cover his/her cost of furnishing necessary administrative and supervisory forces to coordinate his/her own work and that of his/her sub-contractors and other primary contractors.

5.3 LAYOUT, DIMENSIONAL CONTROL AND VERIFICATION, SURVEYOR'S CERTIFICATION

5.3.1 The general construction contractor shall be responsible for locating and laying out the building of all of its parts of the site in strict accordance with the drawings and shall accurately establish and maintain dimensional control. He/she shall employ and pay for the services of a competent and licensed New Jersey engineer or land surveyor hereinafter Contractor's Engineer or Surveyor who shall be approved by the University to perform all layout work and to test the levels of excavations, footing base plates, columns, walls and floors and roof lines and furnish to the University's project manager as the work progresses certificates that each of such levels as is required by the drawings is met. The plumb lines of walls, etc. shall be tested and certified by the surveyor as the work progresses.

5.3.2 The Contractor's engineer or surveyor, in his/her layout work both on the site and within the building shall establish all points, lines, elevations, grades and bench marks for proper control and execution of the work. He/she shall establish a single permanent benchmark as directed to which all three (3) coordinates of dimensional control shall be referred. He/she shall verify all University furnished topographical and utility survey data and all points, lines, elevations, grades and benchmarks. Should any discrepancies be found between information given on the drawings and the actual site or field conditions, the general contractor shall notify the University's project manager of such discrepancy and shall not proceed with any work affected until receipt of written instructions from the University's project manager.

5.3.3 Maintenance of Construction Access Routes: The general construction contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designed construction access routes either shown on the contract drawings or
reasonably required so as to perform the work and shall provide and maintain all reasonably required safety devices. He/she shall provide the addition of materials, their grading and compaction, the removal of snow and debris so as to provide and maintain the general, serviceable condition of the access roadbed as well as pedestrian walk ways.

5.3.4 Project Sign: The general construction contractor shall erect and maintain one (1) sign at the project site as shown on the drawings and located as directed by the University’s project manager. Painting shall be done by a professional sign painter with two (2) coats of exterior paint, colors, letter face and layout as shown. No other signs will be permitted at the site. Upon completion of the project and when directed by the University’s project manager or the University, the general construction contractor shall remove the sign. Should there be a change in the listed officials, the contractor shall make appropriate changes to the sign at his/her expense. Sign is to be six feet by ten feet (6’ x 10’) to include, at a minimum, the information shown on the drawing title sheet. Additional information will be as directed by the owner.

5.3.5 The general construction contractor, at his/her expenses, shall provide and maintain necessary temporary dustproof partitions or other necessary protection around areas of work in any existing building or in new building areas as directed by the University’s project manager or the contracting officer.

5.3.6 The contractor shall supply dumpster for trash, trash chutes, all debris, clean-up and all temporary fire protection per OSHA requirements.

5.3.7 Repair of Cracks: The general contractor accepts sole responsibility for repair of uncontrolled dislodgement, cracking, delaminating and peeling of finished surfaces, such as, concrete, precast concrete, case and natural stone; until masonry, millwork, plaster, glass and applied finishes; such as, paint and special coatings; within the contract scope and the limits of specified guarantee periods regardless of the cause.

5.3.8 The general construction contractor shall be responsible for replacement of all broken glass installed by him/her or his/her sub-contractors after same has been installed no matter by whom or what caused same and shall replace all broken, scratched or otherwise damaged glass before the completion and acceptance of the work or as required pursuant to any applicable warranty. He/she shall wash all glass on both sides when directed by University’s project manager and at completion of the Project, removing all paint spots, stains, plaster, etc.

5.3.9 Nothing herein is intended to limit the right of the contractor to seek payment from the party who is responsible for the damages.

5.4 PHOTOGRAPHS

5.4.1 With each monthly application for payment the general contractor shall submit progress photographs of the building in duplicate to the University’s project manager, giving four (4) views of each area photographed as selected by the
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University's project manager, taken from the same points each month.

5.4.2 The photographs shall be eight inches by ten inches (8" x 10"). Two (2) copies and color photos shall bear a caption stating the date of the exposure and the name of the project, the contractor, the Architect/Engineer and the University's project manager.

5.5 GUARANTEE

5.5.1 Neither the final certification of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the University shall constitute an acceptance of work not done in accordance with the contract documents nor shall it relieve the contractor of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship. The University will give notice of observed defects with reasonable promptness. The surety's obligation shall continue beyond final acceptance to the extent that the contractor would have had such obligation.

5.5.2 In addition to guarantees otherwise specified in other sections of the specifications, the contractor and each individual sub-contractor shall guarantee and warrant, in writing, the work to be performed and all materials to be furnished under this contract against the defects in materials or workmanship and to pay for the value of repair of any damage to other work resulting there from for a period of one (1) year from the date of Final Acceptance. All guarantees, bonds, etc. required by the specifications shall be in writing in requisite legal form and delivered to the contracting officer at the time of submission of the requisition for final payment. All sub-contractor's guarantees, bonds, etc. shall be underwritten by the contractor who shall obtain and deliver same to the contracting officer before the work shall be deemed finished and accepted.

5.5.3 The contractor shall, at his/her own expense and without cost to the University within a reasonable time after receipt of written notice thereof, make good any defects in material or workmanship which may develop during stipulated guarantee periods as well as any damage to other work caused by such defects or by their repairs. Any other defects in material or workmanship not reasonably observable or discovered during the guarantee period shall be repaired and/or replaced at the contractor's expense and such shall be completed within a reasonable time after written notice is given to the contractor.

5.5.4 It is anticipated that certain permanent equipment will have to be activated during construction of the project to support construction operations. This would particularly be the case with respect to service elevators and those portions of the permanent heating system, which might be required to provide temporary heat for interior, finish operations. Regardless of when equipment is activated for use during construction, all equipment warranties must extend for the time periods required in these specifications starting as of the date of Final Acceptance, of the project by the University. The contractor shall include in his/her base bid all costs necessary to provide extended warranties as necessary for any equipment, which may be
activated prior to final building acceptance by the University.

5.6 INSPECTION OF ROADWAY SUB-GRADES

5.6.1 Where applicable, the general construction contractor shall notify the University’s project manager forty-eight (48) hours prior to anticipated completion of all roadway sub-grade work. The University’s project manager may request an inspection by an appropriate agency to insure that the sub-grade meets the compaction standards. All sub-grades shall be proof-rolled for such inspection. If compaction soil tests are required, these tests will be done by soils testing laboratories through the contractor unless contrary provisions are made elsewhere in the specifications. The contractor shall not proceed with base course until the results of the compaction tests are determined and upgrade approved by the University’s project manager.

5.7 WATCHMAN SERVICES

5.7.1 The general construction contractor shall provide watchman services to adequately protect the work, stored materials and temporary structures located on the premises and to prevent unauthorized persons from entering upon the construction site. The University or the University’s project manager may require the general construction contractor to increase the watchman services in terms of hours or number of watchman, at no cost to the University, in the event that the University and/or University’s project manager determine that the watchman services are not sufficient.

ARTICLE 6 - TEMPORARY FACILITIES, UTILITIES AND SERVICES

Whenever the term "general construction contractor" is used herein, it is intended to mean either the contractor for general construction whenever separate prime contracts are involved or the sole contractor if there are no other prime contracts engaged on the project.

6.1 FIELD OFFICES

6.1.1 The contractor will provide on-site and maintain during the project construction a suitable weather-tight insulated field office conveniently located for reception and continuous use and shall maintain therein a complete set of contract documents including plans, specifications, CPM schedules, change orders, logs and other details and correspondence. The field office shall contain approved and safe heating facilities and lighting, convenience outlets, fire extinguisher, a minimum of two (2) operating windows CIF 15 S.F. each, outside door, handle, hasp and padlock.

6.1.2 Deleted

6.1.3 Deleted

6.1.4 The contractor shall provide his/her own telephones. The general construction
contractor shall provide a coin operated pay telephone for use by all workers on the construction site.

6.2 STORAGE SHEDS, TOOL SHEDS, SHOPS AND EMPLOYEE SHEDS

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6.3 STORAGE AREAS, EMPLOYEE VEHICULAR PARKING, EQUIPMENT MARSHALLING AREAS, EXCAVATION BORROW/SPOILS DESIGNATED AREAS, COMMERCIAL CANTEEN AREA, ETC.

6.3.1 The contractor shall be responsible for providing his/her own requirements. He/she shall locate these areas to suit project requirements as indicated in the contract documents with the University’s project manager’s concurrence.

6.4 TEMPORARY TOILET FACILITIES

6.4.1 The contractor shall provide and pay for suitable temporary toilets at an approved location approved by the University’s project manager on the site prior to the start of any fieldwork. They shall comply with all Federal, State and local laws. The contractor will be responsible for maintenance, removal and relocation as described hereinafter.

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6.4.10 Workmen are not to use the finish bathroom and toilet facilities in the project buildings. Reasonable steps must be taken by the general construction contractor to enforce this rule.

6.5 TEMPORARY DRIVES AND WALKS

6.5.1 The general construction contractor shall be responsible for keeping all roadways, drives and parking areas within or proximate to the site free and clear of debris, gravel, mud or any other site materials by insuring that all measures reasonably
necessary are taken to prevent such materials from being deposited on such surfaces including, as may be appropriate, the cleaning of vehicle wheels, etc. prior to their leaving the construction site. Should such surface require cleaning, the general construction contractor will clean these surfaces without additional cost to the University. The general construction contractor will be held accountable for any citations, fines or penalties imposed on the University for failing to comply with local rules and regulations.

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6.5.3 The general construction contractor shall obtain permission, in writing, from the University’s project manager before using any existing driveways or parking areas not specifically designated for such use in the contract documents for construction purposes. He/she shall maintain such driveways and areas in good condition during the construction period and, at completion of the project, shall repair or replace said driveway or areas in a manner acceptable to the University. Conditions before use should be carefully photographed or documented by the contractor and a copy provided to the University prior to the commencement of work.

6.6 TEMPORARY WATER

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6.6.2 It is the obligation of the contractor requiring temporary facilities to investigate and make specific arrangements with the University through the University’s project manager for such facilities and to include in his/her proposal the cost of any facilities he/she may require for proper conduct of his/her work.

6.6.3 The contractor shall install his/her temporary and/or permanent water lines to the boiler room and heating equipment in sufficient time to be available for supplying water for testing and operation on the heating system when needed to supply heat on the project.

6.6.4 The contractor is responsible to protect all water lines from damage or freezing be they permanent or temporary. Should water connections be made to an existing line, the contractor shall provide a positive shut-off valve at his/her cost and expense.

6.6.5 If the contractor fails to carry out his/her responsibility in supplying the water as set forth herein, he/she shall be held responsible for such failure and the University’s project manager shall have the right to take such action as he/she deems proper for the protection and conduct of the work and may deduct the cost involved in so doing from any sums due to the contractor.

6.7 TEMPORARY LIGHT AND POWER

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6.7.2 LEFT BLANK

6.7.3 LEFT BLANK

6.7.4 If applicable and necessary, the contractor shall provide all electrical service for operation of elevator equipment during construction as well as for permanent installation.

6.7.5 The contractor shall pay for the cost of all electric energy used on distribution lines installed until the project is accepted by the University.

6.7.6 The contractor shall provide and pay for all maintenance, servicing, operating and supervision of the service and distribution facilities. He/she shall also connect, maintain and service any electrical equipment which may be necessary for maintaining heat whenever heat is required in the building whether from the temporary or permanent system.

6.7.7 The contractor failing to carry out his/her responsibility in supplying uninterrupted light and power or other utility as set forth in the construction documents shall be held responsible for such failure and the University’s project manager shall have the right to take such action as he/she deems proper for the protection and conduct of the work and shall deduct the costs involved from the amount due the contractor at fault.

6.7.8 There shall be no additional cost to the University because of stand-by requirements due to conflict in the normal working hours of trades. Where overtime work by the contractor necessitates stand-by electricians or other trades, the contractor shall be responsible for making appropriate arrangements, financial and otherwise, for such service at no cost to the University.

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6.9 TEMPORARY HEAT

6.9.1 Maintenance and safe operation of the temporary heating system and equipment shall be the responsibility of the Contractor. Any liability arising out of damage or injury resulting from the use or operation of heating equipment by the Contractor, sub-contractors, equipment and material suppliers, consultants, agents of any of them and anyone employed either directly or indirectly by any of them or anyone for whose acts they may be liable shall be the sole responsibility of the Contractor.

6.9.2 LEFT BLANK

6.9.3 LEFT BLANK
6.9.9 On the (60th) calendar day after the building, buildings or major unit thereof is/are permanently enclosed & the contracting officer has determined that heat is required for the proper execution of the construction work, the contractor shall continue to provide heat. A building or major unit thereof shall be considered "permanently enclosed" when (a) the exterior & enclosure work including walls, windows, glazing, louvers and doors have been permanently installed; (b) a permanent building roof has been completed & satisfactorily tested; (c) the permanent building roof drain system has been completed and made operational; (d) all building openings have been closed such that the building is weather tight. Regardless of whether the boiler room is within the confines of the major unit or not, it must be enclosed & the floor installed at least sixty (60) calendar days prior to the time when the contractor becomes responsible to supply heat.

6.9.10 Deleted

6.9.11 Deleted

6.9.12 The University reserves the right to permit the substitution of limited, temporary enclosures in lieu of permanent construction for the attainment of a permanently tight building if such action is deemed to be in the best interest of the project by the University's project manager. This action will not be such as to create a future jeopardy to the environmental integrity of the building as construction proceeds.

6.9.13 When the permanent heating system is the source of the heat, the contractor shall be responsible for paying all water, electricity and fuel required for the operation of the permanent heating system until beneficial occupancy acceptance of the project by the University except for the cost of fuel during the test period as previously provided. The contractor shall install adequate controls and shall arrange, at his/her own cost, for making such temporary connection as required for the operation of the heating system. Should the heating system be designed for the tie-in to existing steam lines for source of heat, the University will provide steam for temporary heat through the project permanent heating system at no cost to the contractor after tie-in is completed.

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6.9.15 Valves, traps and other parts of the heating system, except air filters, which are permanently installed by the contractor and used for supplying heat during the
construction period, need not be replaced, provided that the system was in acceptable condition prior to its use and was properly maintained. The system shall be properly cleaned and adjusted to operate after the permanent system is in use. Seven (7) days prior to acceptance by the University of the heating system as substantially complete, the contractor shall replace disposable filters with clean filters of the type specified or turn over spare sets of filters to the University as directed by the Construction Manager.

6.9.16 If plastering, parging or finishing of any surface is necessary to enable the contractor to install the heating system in a manner as to permit its use for supplying heat during the construction period, the plastering, parging and finishing of such surfaces shall be done by the contractor so as not to delay the installation of the permanent system. In the event this plastering, parging or other finishing work is not completed in ample time to make possible the installation of permanent piping and heating units, the contractor shall install temporary/primary heating units. The cost of such temporary installation and its removal shall be paid by the contractor.

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6.9.18 If additional heat is required beyond that specified in the contract documents, the contractor should arrange and pay the additional costs thereof at no expense to the University.

6.9.19 The Contractor shall provide a cost to supply heat in accordance with all requirements of this Section and Division 1; General Requirements, Section 01500 of the Specifications.

6.10 TEMPORARY ENCLOSURES

6.10.1 Whenever necessary in order to maintain proper temperatures for the prosecution of the work or for the protection thereof, the contractor shall furnish and maintain temporary enclosures for all openings in exterior walls which are not enclosed with finishing materials. Temporary wood doors shall be provided at door openings.

6.11 TEMPORARY CONSTRUCTION FENCE AND SIGNAGE

6.11.1 As required by the University's project manager, the contractor shall provide and maintain an eight foot (8') high temporary chain link fence with necessary posts and top rails to enclose the area at the job site and to guard and close effectively the designated area. The contractor shall be responsible for posting appropriate signage restricting access and shall further be responsible for controlling access to the job site. The contractor shall provide gates at locations where required for access to the enclosed area. Gates shall be of chain link material, cross-braced, hung on heavy strap hinges and shall have suitable hasps and padlocks.

6.11.2 The contractor shall remove the fence upon completion of the work or at such time before final completion as directed by the University.
6.12 EDGE PROTECTION

6.12.1 The contractor shall be responsible for proper protection for all floor, roof and stair penetrations.

ARTICLE 7 - SUB-CONTRACTORS

7.1 CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP

7.1.1 As provided in other sections of the Contract Documents after award of the contract, the contractor shall notify the contracting officer through the University’s project manager in writing of the names of sub-contractors, other than those required to be listed in the bid, proposed to perform the principal parts of the work and of such others as the contracting officer may direct and shall not employ any sub-contractor without prior, written approval of the contracting officer or any that the contracting officer may, within a reasonable time, reject. Failure of the contracting officer to reply within fifteen (15) days upon receipt of such names shall constitute notice of approval.

7.1.2 If the contracting officer has a reasonable objection to any such proposed person or firm, the contractor shall substitute another sub-contractor to which the contracting officer has no reasonable objection. Under no circumstances shall the University be obligated for additional cost due to such substitution.

7.1.3 The contractor shall make no substitution for any sub-contractor, person or firm previously selected and approved without written notification to the contracting officer and receipt of his/her written approval for such substitution.

7.1.4 The contractor acknowledges his/her full responsibility to the University for all acts and omissions of his/her sub-contractors and of persons and firms either directly or indirectly employed by them equally to the extent that he/she is responsible for the acts and omissions of persons and firms directly or indirectly employed by him/her and the contractor acknowledges he/she remains fully responsible for the proper performance of his/her contract irrespective of whether work is performed by his/her own forces or sub-contractors engaged by him/her.

7.1.5 Nothing contained in the contract documents shall create any contractual relationship between any sub-contractor and the University.

7.1.6 By an appropriate written agreement the contractor shall require each sub-contractor, to the extent of the work performed by the sub-contractor, be bound to the contractor by the terms of the contract documents and to assume toward the contractor all the obligations and responsibilities which the contractor, by these documents, assumes toward the University, the contracting officer, the University’s project manager and the Architect/Engineer. The contractor shall require each sub-contractor to enter into similar agreement with his/her sub-sub-contractors.

7.1.7 The contractor and all sub-contractors agree that, in the employment of both skilled
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and unskilled labor, preference shall be given to residents of the State of New 
Jersey if such labor force is available.

7.1.8 Approval by the contracting officer, the University's project manager or 
Architect/Engineer of a sub-contractor or material supplier shall not relieve the 
contractor, the sub-contractor or material supplier of the responsibility of complying 
with all provisions of the contract documents. The approval of a sub-contractor does 
not imply approval of any material, equipment or supplies.

7.1.9 The contractor shall coordinate and supervise the work performed by sub-
contractors to the end that the work is carried out without conflict between trades 
and so that no delay to the general progress of the work occurs. The contractor and 
all sub-contractors shall afford each trade, any separate contractor or the owner 
every reasonable opportunity for the installation of work and the storage of materials 
at all times.

7.1.10 The contractor shall require each sub-contractor to the extent of the work to be 
performed by the sub-contractor to be bound to the contractor to the terms of the 
University contract documents and to assume toward the contractor all the 
obligations and responsibilities which the contractor assumes by the documents to 
the University and its contractual parties.

7.1.11 The contractor shall not grant to any sub-contractor terms more favorable than 
those extended to the contractor by the University.

7.1.12 The contractor shall not permit his/her sub-contractor to perform sub-contract work 
without the express written approval of the contracting officer through the University's 
project manager.

7.1.13 The contractor shall be required in all sub-contracts that the sub-contractor establish, 
maintain and make available to the University all records as defined and delineated 
herein related to all work performed under the subcontractors including work 
performed by a sub-contractor.

ARTICLE 8 - RELATIONSHIP BETWEEN UNIVERSITY/CONTRACTOR

8.1 UNIVERSITY’S RIGHT TO PERFORM WORK

8.1.1 The University may and reserves the right to enter upon the premises at any and 
all times during the progress of the work or cause others to do so for the purpose 
of installing any apparatus or carrying on any construction not included in these 
specifications or for any other reasonable purpose.

8.1.2 The contractor shall examine all work or materials installed by other contractors 
and/or sub-contractors, the installation of which may affect the work in his/her 
contract, and should the same be imperfect, incorrect or insecure, he/she shall 
notify the contracting officer immediately in order that same be rectified. The
contracting officer shall be responsible for instructing the contractor as to what corrective action is required of the contractor.

8.2 MUTUAL RESPONSIBILITY

8.2.1 The contractor shall afford the University, the University's project manager and all sub-contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work. The contractor shall coordinate all work with adjacent work with all trades so that no portion of the work is delayed or not properly undertaken due to lack or failure of cooperation.

8.2.2 The contractor shall lay out and install his/her work at such time or times and in such manner as to be in compliance with the project schedule and so as to facilitate the general progress of the project.

8.2.3 Before completion of the work contemplated herein, should it be deemed necessary by the University to do any work whatsoever in or about the building or structure other than as provided for in the contract documents, the contractor shall fully cooperate with such other individual or firm as the University may employ to do such work so that such additional work may be performed without unreasonable interference. The contractor shall afford said other individual or firm all reasonable facilities for doing such work. The Contractor may not seek an extension of the Contract time as a result of such work. However, Contractor is not entitled to any additional compensation nor shall be entitled to maintain a claim for additional costs or damages as a result of such work.

8.2.4 The contracting officer or his/her University's project manager, and Architect/Engineer shall have access to the work at all times whether it is in preparation or in progress and the contractor shall provide proper facilities for such access and for inspection. The contracting officer reserves the right at his/her option to employ the services of a professional consultant to evaluate any phase of the work he/she may deem to be in the best interest of the University but no evaluation performed shall in any way relieve the contractor of his/her responsibilities under the contract. The consultant's work product shall be confidential and shall not be disclosed to the contractor. The contractor shall cooperate with the consultant(s) and provide access to the work and facilities for inspection. Should any portion of the work or material be found deficient or defective, the contractor will pay the applicable fees of such consultant and be responsible for replacing the deficient or defective work as required by the provisions stated elsewhere herein. In the event that contractor is required to pay the applicable consultant fees, the contractor shall be entitled to a copy of the result of the consultant's investigation.

8.2.5 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

8.2.6 If the contractor should destroy, damage or disturb the work of any other contractor in or about the building or premises, the contractor shall immediately either replace
the destroyed work and make good the damaged or disturbed work to the satisfaction of the University’s project manager and the contracting officer or shall reimburse the contractor whose work he/she has destroyed, damaged or disturbed for the expense of replacing such work.

8.2.7 Should a contractor sustain any damage through any act or omission of any other contractor having a contract with the University or through any act or omission of the Architect/Engineer, the contractor shall have no claims against the University for such damage but shall have a right of action to recover such damages from the causing party or parties in accordance with 8.4.2 which is included in the contract with all other such contractors and the Architect/Engineer.

8.3 SUBSTANTIAL COMPLETION/FINAL COMPLETION

8.3.1 At the request of the University, the University’s project manager and/or the Architect/Engineer, the contractor and the University representative shall make a joint inspection of the work and, if all determine that the work is substantially completed, the University shall give notice of Substantial Completion for beneficial use. Such certification shall in no way relieve the contractor of any contractual obligation or in any way relieve the contractor from responsibility to promptly complete punch list work.

8.3.2 Use and Possession Prior to Completion: The University shall have the right to take possession of or use any complete or partially completed part of the work. Prior to such possession or use, the contracting officer shall furnish the contractor with an itemized list of work remaining to be performed or corrected on such portions of the project as are to be possessed or used by the University provided that failure to list any item of work shall not be deemed an acceptance of any work under the contract. While the University has such possession or use, the contractor, not withstanding the provisions of the article of this contract entitled “Permits - Laws Regulations” shall be relieved of the responsibility for the loss or damage to the work resulting from University possession or use. If such prior possession or use by the University delays the progress of the work or causes additional expense to the contractor, an equitable adjustment in the contract amount will be made and the contract shall be modified in writing accordingly. Such an equitable adjustment of cost shall be the sole relief available to the contractor.

8.4 CONTRACTOR’S CLAIMS FOR DAMAGES

8.4.1 Any claims made by the contractor against the University for damages or extra costs are governed by and subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et.seq. as well as all the provisions in this contract.

8.4.2 Should any contractor, or Architect/Engineer having or who shall hereafter have a contract with the University, by his/her own acts, errors or omissions, damage or unnecessarily delay the work of the owner or other contractors by not properly cooperating with them or by not affording them reasonably sufficient opportunity or facility to perform work as may be specified by reason of which act, error or
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omission of said contractor, the University’s project manager, the
Architect/Engineer or any other contractor shall sustain damages including delay
damages during the progress of work hereunder, then and in that event, the
culpable party agrees to pay all costs and expenses incurred by the damaged
contractor(s), the Architect/Engineer due to any such delays and/or damages
whether by settlement, compromise mediation or arbitration and the injured
contractor, Architect/Engineer shall have a right to redress enforcement in court
directly against the culpable party. In addition, the culpable party further agrees to
defend, indemnify and save harmless the University from all such claims and
damages. Nothing contained in this paragraph shall be construed to relieve the
culpable contractor, Architect/Engineer from any liability or damage sustained on
account of such acts, errors or omissions.

8.4.3 The University shall not be liable to any contractor for any damages or extra costs
caused by any acts or omissions of any person or entity except the University (as
specified in this paragraph) and the contractor's exclusive remedy shall be against
the culpable party and not the University.

8.5 CONTRACTING OFFICER’S RIGHT TO ACCELERATE

8.5.1 The contracting officer may order and direct the contractor responsible for delay as
described in 8.2.2 or, as may be apparent as a result of his/her observation of the
work, to accelerate that contractor's work at any particular place or places by
increasing his/her forces, working overtime and/or on Saturdays, Sundays and
holidays as may be required to enable others to carry on with their work in
accordance with the project progress schedule. The cost of such acceleration
efforts shall be borne entirely by the contractor and shall not be billed to the
University.

8.6 TIME OF COMPLETION - DELAY - LIQUIDATED DAMAGES

8.6.1 In the event of the failure of the contractor to complete the said work within the time
stated in the Bid Documents the contractor shall be liable to the University in the
sum amount specified in Advertisement for Bids AND/OR the project manual front
end per day for each and every calendar day that the said work shall be and
remains uncompleted which sum shall be treated as liquidated damages, and not a
penalty, for the loss to the University of the use of premises in a completed state of
construction, alteration or repair, as the case may be, and for added administrative
and inspection costs to the University on account of the delay provided, however,
that the liquidated damages provided for herein shall be in addition to other
consequential losses or damages that the University may incur by reason of such
delay such as, but not limited to, added costs of the project and the cost of
furnishing temporary services, if any. The University, from any monies due or to
become due to the contractor, may deduct any such items for which the contractor is
liable.

8.6.2 The contractor agrees that said work should be prosecuted regularly, diligently and
interruptedly at such rate of progress as will insure full completion thereof within
the time specified. It is expressly understood and agreed by and between the contractor and the University that the time for the completion of the work herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the contractor shall neglect, fail or refuse to complete the work within the time herein specified then the contractor does hereby agree, as a part consideration for the awarding this contract, to pay the University the amount referred to in paragraph 8.6.1. Liquidated damages but not as a penalty.

8.6.3 The said amount is fixed and agreed upon by and between the contractor and the University because of the impracticality and the extreme difficulty of fixing and ascertaining of the actual damages the University would sustain in such event and said amount is agreed to be the amount of damages which the University would sustain.

8.6.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever.

8.6.5 The contractor's reasons for the time extension are listed below. Also the contractor shall not be charged with liquidated damages when the delay in the completion of the work is due to the following:

a) to any preference, priority or allocation order duly issued by the government
b) to unforeseeable cause beyond the control and without the fault or negligence of the contractor restricted to, acts of God except inclement weather or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes; and

c) to any delays of sub-contractors or suppliers occasioned by any of the causes specified in sub-sections (a) and (b) of this paragraph.

8.6.6 Delete

8.6.7 Payment of liquidated damages will not release Contractor from liability for damages sustained by other contractors as set forth in Section 8.4 hereto.

8.6.8 The University shall have the right to defer the beginning or to suspend the whole or any part of the work herein contracted to be done whenever, in the opinion of the contracting officer, it may be necessary or expedient for the University to do so.

8.6.9 The contractor shall not be entitled to any damages or extra compensation from the University on account of any work performed by the University, any other contractor, the Architect/Engineer, any other party or by reason of any delays whatsoever whether caused by the University or any other party including, but not limited to, the delays mentioned in this contract.

8.7 TIME OF COMPLETION – DELAY – OTHER COSTS
8.7.1 In the event of the failure of the contractor to complete the said work within the time stated in the Bid Documents the contractor shall be liable to the University for all professional fees (i.e. Architect and any other consultants) and associated costs incurred by Rowan during the delay/extended construction duration. All additional professional fees will be deducted from the contractor's contract value via a credit change order. Professional fees and associated expenses are non-negotiable.

8.7.2 Other costs incurred by Rowan as a result of the contractor’s failure to complete the said work within the time stated in the Bid Documents are not independent of any liquidated damages outlined within section 8.6 herein.

8.8 INDEMNIFICATION

8.8.1 The contractor shall assume all risk of and responsibility for and agrees to indemnify, defend and save harmless the University, the University’s project manager and the Architect/Engineer, their employees, servants and agents, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property, injury or damage to the person, body or property of any person or persons whatsoever resulting from the performance of the project or through the negligence of the contractor or any of his/her sub-contractors or through any improper or defective machinery, implements or appliances used by the contractor or his/her sub-contractors in the project or through any act or omission on the part of the contractor of his/her sub-contracts or his/her agents, employees or servants which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

8.8.2 In any and all claims against the University, the Architect/Engineer or any of their agents or employees by any employees of the contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the contractor or any sub-contractor under worker’s or workman’s compensation acts, disability benefit acts or other employee benefit acts.

8.9 COMMENCEMENT OF WORK

8.9.1 The contract time shall commence on the date of receipt by the contractor of a written notice to proceed and/or University purchase order and/or fully executed University contract issued by the contracting officer. The above document(s) shall be promptly issued by the University. The contractor agrees that contract work shall commence no later than ten (10) calendar days after receipt of at least one of the documents listed above in this Section 8.9.1.

8.9.2 Provided the contract is not terminated pursuant to the paragraph contained within the Instructions to Bidders entitled “Contracts and Bonds”, if, in the opinion of the contracting officer, the contractor's delay in furnishing financial responsibility and
performance or payment bonds causes a delay in the issuance of any of the documents listed in Section 8.9.1 above, the time to complete the work as specified in the contract may be reduced to reflect such delay.

8.9.3 The contractor shall perform no work under this contract until the required evidence of financial responsibility, insurance and bonds has been furnished. Thereafter, work at other than the contract site may be undertaken. The contractor shall perform no work at the contract site except pursuant to a fully executed contract and/or purchase order.

8.9.4 The notice to proceed, contract and/or purchase order may be issued by the University at its convenience. The Contractor shall not be entitled to any additional compensation caused by any delay in issuing the issuance of the above mentioned documents. The Contractor's sole remedy shall be an extension of the scheduled final completion date in an amount equal to the length of the delay in issuing the contract, purchase order and/or Notice to Proceed.

ARTICLE 9 - CONSTRUCTION PROGRESS

9.1 Deleted

9.1.1 Deleted

9.2 CONSTRUCTION PROGRESS SCHEDULE

9.2.1 This Project shall be completed within the specified number of calendar days from the earlier of the date of the Notice to Proceed, the Purchase Order and/or the Contract.

9.2.2 The project shall be monitored by detailed scheduling system. This system shall be the basis for the evaluation of all contractors' performance.

a) The contractor, upon its completion of a project schedule as defined in this section, agrees that the project network schedule is the designated plan for completion of all work in the allotted time and the contractor will assume full responsibility for the prosecution of the work shown. The University shall indicate formal acceptance of the contractors schedule by signing the finalized schedule.

b) The contractor shall furnish sufficient labor, materials and equipment to insure the prosecution of the work in accordance with the approved schedule. If, in the opinion of the contracting officer and/or the University project manager, the contractor falls behind the approved schedule, the contractor shall take such steps as may be necessary to improve his/her progress and the contracting officer may require him/her to increase the number of shifts, days of work and/or the amount of materials and equipment, all without additional cost to the University and as provided in section 8.5.1.

9.2.3 Initial Submittal: The initial schedule, which is submitted to the University by the
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contractor, shall show a coordinated plan for work for the contractor thereby providing a common basis of acceptance, understanding and communication.

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9.2.5 The schedule shall accurately reflect the manner in which the contractor intends to proceed with the project and shall incorporate the impact of all delays and change orders as soon as these factors can be defined. All changes made to the schedule shall be subject to approval by the University. If the contractor desires to revise the logic of the approved schedule so as to reflect a sequence of construction, which differed from that, originally agreed to, he/she must first obtain the approval of the University. If this change extends the completion date of the project or delays the work of other trades, the contractor agrees that these impacts and all associated costs will be considered a claim to be assessed against the contractor and will not be the basis for a project time extension.

9.2.6 Payments to the Contractor:

a) The submission of the computer produced calendar dated schedule shall be an integral part and basic element of the estimate upon which progress payments shall be made pursuant to the provisions of Article 10. The contractor shall be entitled to progress payments only upon receipt by the University of an updated computer produced calendar dated scheduled as outlined in the contract documents.

b) Wherever required by the University’s project manager, the contractor shall provide sufficient documentation to confirm reported progress for any costed items appearing in the scheduling and requisition system; i.e., bills of lading for delivered materials and equipment, etc.

c) Payment to the contractor shall be dependent upon the contractor furnishing all of the information and data which, in the judgment of the University, is necessary to ascertain actual progress and all the information and data necessary to prepare any necessary revision to the computer produced calendar dated schedule and the network arrow diagram. The University's determination that the contractor has failed or refused to furnish the required information and data shall constitute a basis for withholding payment until the required information and data is furnished and the schedule and/or diagram is prepared or revised on the basis of such information and data.

9.2.7 Deleted

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9.2.9 The contractor acknowledges and agrees that the evaluation of project delay will be based upon the project schedule and the following criteria:

a) float time shown on the schedule is not for the exclusive use of either the contractor or the University. It is agreed that float time is available for use by all parties to facilitate the effective use of available resources and to minimize the
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impact of problems or change orders which may arise during construction. The contractor specifically agrees that the University or its representatives or consultants in conjunction with their review activities or to resolve project problems may use float time. The contractor agrees that there will be no basis for a project time extension as a result of any project problem, change order or delay which only results in the loss of available positive float on the project schedule. The contractor further agrees that there will be no basis for a claim for cost escalation for any activity which is completed on or before its initially required late end date as shown on the initially approved schedule regardless of the justification or any delaying factors which might have results in elimination of float which was originally available for the activity. If the contractor refuses to perform work which is available to them, the University’s project manager or contracting officer may, regardless of the float shown to be available for the work, consider the contractor to be in violation of the contract documents. In such instances, the contracting officer may, without prejudice to any right or remedy and after giving the contractor and his/her surety three (3) working days written notice to forthwith commence and continue with the work with diligence and promptness, terminate the employment of the contractor by the issuance of a written notice to that effect to the contractor and his/her surety at any time subsequent to three (3) working days thereafter should they or either of them fail to comply with the directive of the original three (3) day notice mentioned above.

9.2.10 The final coordinated schedule shall be signed and dated by all Contractors and shall become part of the Contract Documents.

9.3 Each Contractor agrees that they will make no claim for, and have no right to, additional payment or extension of time for completion of the Work, or any other concession because of any misinterpretation or misunderstanding on its part of the Project Schedule, its failure to attend the pre-bid conference, or because of any failure on its part to fully acquaint itself with all conditions relating to the Project Schedule and the manner in which it will be used on the project or because of any other Contractor’s failure to participate properly in the development of a schedule or to perform its contract in accordance with the schedule.

ARTICLE 10 - PAYMENTS

10.1 THE UNIVERSITY SHALL PAY THE CONTRACTOR THE CONTRACT PRICE AS HEREINAFTER PROVIDED

10.1.1 The University will make progress payments monthly as the work proceeds or at more frequent intervals as determined by the contracting officer on estimates approved by the contracting officer. Unless otherwise directed, the contractor shall furnish to the University’s project manager within two (2) weeks after a notice to proceed is issued to the contractor, a schedule of values for contract payments regarding labor and material breakdown of the total contract price showing the amount included therein for each principal category of the work in such detail as requested by the University. This schedule of values shall provide the basis for
determining progress payments. The schedule, as approved, shall be used only as a basis for the contractor’s estimates for progress payments and approval by the contracting officer does not constitute acceptance of the allocability of costs to a specific element of work. The contractor is cautioned that no payment requests shall be approved until the contracting officer or his/her University’s project manager has approved the schedule of values in writing. The contractor shall use the attachment to the G702 application for payment form.

10.1.2 LEFT BLANK

10.1.3 All material and work covered by progress payments made shall thereupon become the sole property of the University but this provision shall not be construed as relieving the contractor from the sole responsibility for the care and protection of all materials and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the University to require the fulfillment of all of the terms and conditions of the contract.

10.1.4 If performance or payment bonds are required under this contract, the University shall pay the total premiums paid by the contractor to obtain the bonds to the contractor. This payment shall be paid at one time to the contractor together with the first progress payment unless otherwise due after the contractor has (1) furnish the bonds, including co-insurance and reinsurance agreements when applicable, (2) furnished evidence satisfactory to the University (such evidence being in the form of a receipt from the bonding company) of full payment to the surety company and (3) submitted a request for such payment. The payment by the University of the bond premiums to the contractor shall not be made as increments of the individual progress payments and shall be in addition to the contract price.

10.1.5 In addition to other warranties required by provisions of the contract and specifications, the contractor warrants that title to all work, materials and equipment covered by an application for payment will pass to the University, either upon incorporation into the construction or upon receipt of payment by the contractor, whichever occurs first, free and clear of all liens, claims, security interests and encumbrances. This provision shall not be construed as relieving the contractor from sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work or as a waiver by the University of its rights to require fulfillment of all terms of the contract.

10.1.6 Recommendation for approval of a requisition for payment will constitute a representation by the University’s project manager and/or the Architect/Engineer to the contracting officer based on his/her inspections at the site and data contained in the requisition for payment that the work has progressed to the point indicated, that, to the best of his/her knowledge, information and belief, the quality of the work is in accordance with the contract documents and that the contractor is entitled to payment in the amount certified. By recommending approval of a requisition for payment, however, the University’s project manager and/or Architect/Engineer shall not thereby be deemed to represent that he/she has made exhaustive or continuous on-site inspections to check the quality or quantity of the work or that
he/she has reviewed the construction means, methods, techniques, sequences or procedures or that he/she has made any examination to ascertain how and for what purpose the contractor has used the monies previously paid on account of the contract sum.

10.1.7 If any corporation licensed to do business in New Jersey shall be or become delinquent in the payment of taxes due the State, unless under an active appeal process, the contracting officer may withhold monies due to the said corporation for the purpose of assuring the payment to the State of such taxes.

10.2 INVOICES

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10.2.2 LEFT BLANK

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10.2.4 For the purpose of determining if interest begins to accrues under the State's Prompt Payment Act:

a) a proper invoice will be deemed to have been received when it is received in the proper form and with all required attachments by the office designated for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred

b) payment shall be considered made on the date on which a check for such payment is dated

c) payment terms; i.e., "net 20"; offered by the contractor will not be deemed a "required payment date"

d) the following period of time will not be included:

1) after receipt of an improper invoice and prior to notice of any defect or impropriety but not to exceed sixty (60) calendar days

2) between the date of a notice of any defect or impropriety and the date a proper invoice is received; when the notice is in writing, it shall be considered made on the date shown on the notice

10.3 INTEREST

10.3.1 Interest shall be paid on the amount due to the contractor pursuant to a properly executed State invoice in reference to general condition 10.2 if the required payment is not made on or before the required payment date.

10.3.2 The required payment date shall be sixty (60) calendar days from the receipt of a properly completed and executed invoice.

10.3.3 Interest on amounts due shall be paid to the contractor for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn. The interest shall be paid at a rate, which is specified by
State Treasurer pursuant to "New Jersey Prompt Payment Act".

10.3.4 No interest charge as required by this provision shall become a debt of the State until it exceeds five dollars ($5.00).

10.3.5 Interest may be paid by separate payment to the contractor but shall be paid within thirty (30) calendar days of payment of the original invoice.

10.3.6 The State Treasurer shall have the right to waive the interest payment for delinquencies due to circumstances beyond the control of the contracting officer or other State or University representatives involved in the processing of contractor invoices including, but not limited to, strikes and natural disasters.

10.3.7 Nothing in this provision nor the New Jersey Prompt Payment Act shall be construed as permitting the accrual of prejudgment interest in the case of a disputed contract for which a notice of claim has been filed pursuant to N.J.S.A. 59:13-3 et.seq. as provided in N.J.S.A. 59:13-8.

10.4 WITHHOLDING PAYMENT FOR NON-DELIVERY OF DATA:

(a) If technical data, such as "as built" drawings, reports, spare parts lists, repair parts lists or the like or instruction books including operational and maintenance manuals or any part thereof are not delivered within the time specified by this contract or are deficient upon delivery, the contracting officer shall withhold from each invoice a percentage in addition to any other retainage required by the contract or the contract price in accordance with the following table:

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<tr>
<th>When Total Contract Price Is:</th>
<th>Percentage to be Withheld Is:</th>
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</thead>
<tbody>
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<td>10%</td>
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<tr>
<td>$250,000 to $1,000,000</td>
<td>5%</td>
</tr>
<tr>
<td>Over $1,000,000</td>
<td>2%</td>
</tr>
</tbody>
</table>

(b) The withholding of any sums pursuant to this section shall not be construed as or constitute in any manner a waiver by the University of the contractor's obligation to furnish the data required under this contract. In the event the contractor fails to furnish these items, the University shall have those rights and remedies provided by law and pursuant to this contract in addition to and not in lieu of the sums withheld in accordance with this section.

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ARTICLE 11 - UNCOVERING AND INSPECTION OF WORK
11.1 UNCOVERING AND INSPECTION OF WORK

11.1.1 If any portion of the work is covered prior to inspection conducted by the contracting officer or the University’s project manager or Architect/Engineer or any other person, it shall be uncovered for observation. Uncovering and replacement of covering shall be at the installation contractor’s expense. The contractor is obligated to advise the contracting officer and the University’s project manager of all work scheduled to be covered which is reasonably subject to prior inspection before actual covering.

11.2 CORRECTION OF WORK

11.2.1 The contractor shall promptly correct all work rejected by the contracting officer the University’s project manager or the Architect/Engineer as defective or as failing to conform to the contract documents whether observed before or after final acceptance and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work including the University’s project manager’s or Architect's/Engineer's additional services, if any.

11.2.2 The contractor shall remove from the site all portions of the work, which are defective, or non-conforming and which have not been corrected unless the contracting officer waives removal.

11.2.3 If the contractor does not proceed with the correction of such defective or non-conforming work within a reasonably time, fixed by written notice from the contracting officer, University’s project manager or the Architect/Engineer. The contracting officer may make arrangements for such correction by others and charge the cost of doing so to the contractor and/or his/her sureties. The contracting officer may also remove the defective or non-conforming work and may store the materials or equipment at the expense of the contractor. If the contractor does not pay for the cost of such removal and storage within ten (10) additional days written notice, the contracting officer shall sell such material and equipment at auction or at private sale and shall account for the net proceeds thereof after deducting all of the costs which are the responsibility of the contractor including compensation for the University’s project manager or Architect's/Engineer's additional services, if any. If such proceeds of sale do not cover all costs, which the contractor should have borne, the difference shall be charged to the contractor and an appropriate credit change order shall be issued. If the payments then or thereafter due the contractor are not sufficient to cover such amount, the contractor and/or his/her surety shall pay the difference to the University.

11.2.4 The contractor shall also be responsible for the cost of making good all work destroyed or damaged by such correction or removal.

11.2.5 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation, which the contractor might have under the contract documents.
11.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

11.3.1 If the contracting officer determines that the best interests of the University will be served by accepting defective or non-conforming work, he/she may do so instead of requiring its removal and correction. In such instance, a change order will be issued to reflect an appropriate and equitable reduction in the contract sum. Such adjustment shall be effected regardless of final payment having been previously made and the contractor and/or his/her surety shall be responsible for promptly providing any funds due the University as a result thereof.

ARTICLE 12 - PROTECTION OF PERSONS AND PROPERTY

12.1 SAFETY PRECAUTIONS AND PROGRAMS

12.1.1 The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He/she shall designate a responsible member of his/her organization at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated by the contractor in writing to the University and the University's project manager.

12.2 SAFETY OF PERSONS AND PROPERTY

12.2.1 The contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss, including but not limited to OSHA.

12.2.2 The contractor shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury and loss to:

(a) every employee on the work and all other persons who may be affected thereby
(b) all the work and all materials and equipment to be incorporated therein whether in storage on or off the site, under the care, custody or control of the contractor or any of his/her sub-contractors or sub-sub-contractors.
(c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction

12.2.3 As required by existing conditions and progress of work, the contractor shall erect and maintain all necessary safeguards for safety and protection, including but not limited to rails, night lights, the posting of danger signs and other warnings against hazards, promulgating safety regulations, notifying owners and users of adjacent utilities and other means of protection against accidental injury or damage to persons and property.

12.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the contractor shall exercise the utmost
12.2.5 The contractor shall not load or permit any part of the work to be loaded so as to endanger the work or any person.

12.2.6 The contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the contractor, any of his/her sub-contractors, sub-sub-contractors or anyone directly or indirectly employed by any of these or by anyone for whose acts any of them may be liable and for which the contractor is responsible except damage or loss attributable solely to the acts or omissions of the University, the Architect/Engineer or anyone directly or indirectly employed by either of them or by anyone of whose acts either of them may be liable and not attributable to the fault or negligence of the contractor. The foregoing obligations of the contractor are in addition to his/her obligations stated elsewhere herein.

12.2.7 The contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the property insurance company carrying insurance on the work or by the local fire chief or fire marshal and other entity with jurisdiction over the site. The area within the site limits and surrounding areas shall be kept orderly and clean and all combustible and other rubbish shall be promptly removed from the site.

12.2.8 At all times, the contractor shall protect excavations, trenches, buildings and materials from rain water, ground water, back-up or leakage of sewers, drains and other piping and from water of any other origin and shall promptly remove any accumulation of water. The contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

12.2.9 The contractor shall remove snow and ice, which might result in damage or delay.

12.2.10 In the event that contractor fails to comply with the provisions of the Section 12.2, the University may withhold from each invoice a percentage in addition to any other retainage required by the contract or the contract price in accordance with the following table:

<table>
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<tr>
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<td>2%</td>
</tr>
</tbody>
</table>

The withholding of any sums pursuant to this section shall not be construed as or constitute in any manner a waiver by the University of the contractor's obligation to comply with the provisions of this Section 12.2. In the event the contractor fails to comply with the provisions of this Section 12.2, the University shall have those rights and remedies provided by law and pursuant to this contract in addition to and not in lieu of the sums withheld in accordance with this section.
12.3 EMERGENCIES

12.3.1 In any emergency affecting the safety of persons or property, the contractor shall act with diligence at his/her discretion to prevent threatening injury, damage or loss. In such case, he/she shall immediately notify those individuals or entities designated at the pre-construction meeting. The Contractor shall immediately thereafter notify the contracting officer through the University’s project manager of the action taken and shall forthwith prepare and submit a detailed and documented report of the occurrence and all actions taken in response thereto.

ARTICLE 13 - INSURANCE AND INDEMNITY

13.1 CONTRACTOR INSURANCE REQUIREMENTS

13.1.1 The Contractor shall secure and maintain in force for the term of the Contract, insurance coverage provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better.

13.1.2 The Contractor shall provide the University with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University. All insurance required herein shall contain a waiver of subrogation in favor of the University. All insurance required herein, except Workers' Compensation and Owners and Contractors Protective, shall name ROWAN University, the State of New Jersey, the architect/engineer and University’s Project Manager as additional insureds.

13.1.3 Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the general contractor and subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the University. The minimum limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) general aggregate, three million dollars ($3,000,000) product/completed operations aggregate. The Products and Completed Operations insurance shall be maintained for two (2) years after final payment. A “per project endorsement” shall be included, so that the general aggregate limit applies solely to the project that is the subject of this contract.

13.1.3 Comprehensive Automobile Liability covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.
13.1.4 Worker's Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the Contractor and any Subcontractor who will be engaged in the performance of this Contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence, one million dollars ($1,000,000) disease, each employer, and two million dollars ($2,000,000) disease, aggregate limit. Including the employer's liability insurance under the umbrella insurance can satisfy the limit requirements.

13.1.5 The Contractor shall obtain and maintain a separate Owners and Contractor's Protective Liability Insurance Policy for the same limits of liability as specified for the Commercial General Liability Insurance in the name of the University, the State of New Jersey. The Architect/Engineer, and the University's Project Manager are to be the named as additional insured. The policy shall be maintained in force for the term of the Project or one year, whichever is longer.

13.1.6 Excess Liability, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits of three million dollars ($3,000,000) per occurrence, three million dollars ($3,000,000) general aggregate, and three million dollars ($3,000,000) products/completed operations.

13.1.6.1 The General Liability insurance General Aggregate and Umbrella Excess Liability limits shall apply and be written exclusively, in total, to this Project only. A per project endorsement for all coverage's and limits must be included in each policy.

   a) Bodily injury and property damage insurance policies shall be so written as to provide coverage for special hazards where such hazards will be incidental to subcontractors' work.

13.1.7 The contractor shall require all its subcontractors and sub-subcontractors and any other company employed by the contractor working on this project to maintain during the life of the contract agreement(s) between itself and its sub-contractors, along with agreements between its subcontractors and their subcontractors, until final acceptance of the work by the University the insurance limits and requirements as defined above. It is a contractor option to determine the amount of excess liability it will require its subcontractors to carry however all insurance shall be written on a “per project” basis. The contractor shall be responsible for obtaining certificates of insurance from all of its subcontractors, sub-subcontractors, etc. for all coverage and renewals thereof for each company either hired directly by the contractor or hired by the contractors subcontractors working on this project prior to each company beginning work on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the University.

   a) ALL SUBCONTRACTOR CERTIFICATES MUST BE SUBMITTED PRIOR TO
13.1.8 Prior to commencement of construction, the contractor shall provide four (4) certified copies of such insurance policy or certificate of such insurance to be delivered to the University’s project manager and the University.

13.1.9 Should the contractor fail to comply with all insurance requirements indicated in the contract documents and provide satisfactory evidence of such compliance to the University within seven (7) calendar days of the issuance of a Notice to Proceed, contract and/or receipt by the contractor of a University purchase order on this project from the University, the contracting officer will consider the contractor to be in violation of the contract documents. Upon such declaration of a breach of contract, the contracting officer through the University’s project manager without prejudice to any other right or remedy available to the University and after giving the contractor and/or its surety three (3) working days written notice can either terminate the employment of the contractor for this project or purchase the required insurance. If the University chooses to purchase the required insurance it will deduct the cost of said insurance from the contact amount agreed upon with the contractor. Under either option selected by the University the contractor will have no recourse against the University.

13.2 INSURANCE TO BE CARRIED BY THE UNIVERSITY

13.2.1 The University shall provide insurance protection in the form of a Builders Risk Insurance or similar Policy upon the structure for which the Work on this Contract is to be done. The structure will be insured for 100% of the insurable replacement value thereof including materials, owned by the University, in place or to be used as part of the permanent construction including surplus materials. Should the structure be damaged or destroyed as a result of the contractors’ negligence the University will subrogate against the contractor for the cost to repair or replace the damage to bring the structure back to the condition intended under this contract.

13.2.2 This insurance shall not protect against damage or loss to any of the Contractor’s or Subcontractor’s property including but not limited to tools, equipment, scaffolding, staging towers or forms, Contractor’s materials and sheds or other temporary structures erected for used by the Contractor or Subcontractors. It is understood that the Contractor will at their own expense, carry all insurance which may be required to provide the necessary protection against such loss or damage herein described which insurance shall contain a waiver of any right of subrogation against the University.

13.2.3 The insurance procured by the University under this paragraph may provide for a deductible. The Contractor shall assume the responsibility for any deductible for any builder’s risk loss it may make claim for under this policy.

13.2.4 The Contractor shall immediately notify the University, in writing and take any other appropriate steps as may be required under the standard Builder’s Risk
ROWAN UNIVERSITY
SECTION II
GENERAL CONDITIONS

Insurance Policy in effect in the event of any loss. Prior to the acceptance of the building by the University, the Contractor shall, at the University's option, replace and repair the damaged Work as originally provided in the drawings and specifications at no additional compensation to that provided in the original contract.

13.2.5 All losses will be adjusted with, and payable to, the University.

13.2.6 The Contractor shall not include any cost for Builders Risk insurance premiums as described herein. However, this provision shall not relieve the Contractor from their obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and their Surety shall be obligated to full performance of the Contractor's undertaking.

ARTICLE 14 - CHANGES IN THE WORK

14.1 CHANGES IN THE WORK

14.1.1 Changes to this Contract may only be accomplished by a Change Order issued in accordance with the procedures set forth in this Article 14 and Division #1 of the Specifications. The Change Order may result in an increase, decrease or have no effect upon the Contract Price only. The contract time cannot and will not be adjusted for any reason.

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14.1.3 Change Orders shall include all impacts that the change to the work may have upon the performance of the job and shall resolve all issues between the parties related, either directly or indirectly, to the change. By executing the Change Order, the Contractor waives the right to assert any future claims of any kind caused in whole or in part by the change.

14.2 OWNER DIRECTED CHANGES

14.2.1 At any time after execution of this contract by all parties the contracting officer may make any change in the work within the general scope of the contract including, but limited to, changes as follows:

a) in the specifications, including drawings and designs;
b) in the method or manner of performance of the work;
c) in the University furnished facilities, equipment, materials, services or site;
d) directing acceleration in the performance of the work.

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14.4 FAILURE TO PROVIDE NOTIFICATION

14.4.1 In the event that the Contractor fails to provide the immediate notification to the University's project manager and/or to complete the "Change Order Request" pursuant to and as specified elsewhere in the contract documents with the supporting documentation as set forth in the Specifications, the Contractor shall have waived any and all claims for additional compensation related to said changes or conditions encountered.

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14.5.3 In the event that the parties cannot agree to a lump sum amount for a Change Order, the University’s contracting officer shall be permitted to order the Contractor to complete the work covered by the Change Order on a time and material basis, under procedures established by the University’s project manager to ensure the proper accounting of direct labor and direct material costs. The Contractor shall be allowed the same allowance for overhead and profit as set forth in the contract documents.

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14.7 CONTINUATION OF THE WORK

14.7.1 In order to avoid delays in the progress of work or when, in the best interest of the University, the contracting officer may, at his/her discretion, direct the contractor in writing to proceed with a change without a prior or final agreement on costs and/or scope of work. Such direction shall be in the form of an unpriced Change Order or written direction. If the contractor has or intends to assert a request for additional compensation under this article, he/she shall turn over to the University's project manager in sufficient detail and in accordance with all contract document requirements hereof all necessary information and costs as required by the contacting officer after receipt of an unpriced change order or written direction.

14.7.2 Where the cost of property made obsolete or excess as a result of a change is included in the contractor's request for adjustment, the contracting officer shall have the right to prescribe the manner of deposition of such property.

ARTICLE 15 - ASSIGNMENT OF ANTITRUST CLAIM(S)

15.1 ASSIGNMENT OF ANTITRUST CLAIM(S)
15.1.1 The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are, in fact, usually borne by the ultimate purchaser. Therefore, and as a consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns and transfers to the University all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey relating to the particular goods or services purchased or acquired by the University pursuant to this contract.

In connection with this agreement, the following are the express obligations of the contractor:

a) it will take no action, which will in any way diminish the value of the rights conveyed or assigned hereunder

b) it will advise the University:
   (1) in advance of its intention to commence any action on its own behalf regarding such claim or cause(s) of action
   (2) immediately upon becoming aware of the fact that action has been commenced on its behalf by some other person(s) of the pendency of such action

c) it will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its behalf or becomes aware that such an action has been filed on his/her behalf by any other person; a copy of such notice will be sent to the University.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the University the aliquot share thereof, if any, assigned to the University herein.

ARTICLE 16 - AFFIRMATIVE ACTION REQUIREMENTS

16.1 POLICY STATEMENT

It has long been the policy of the University to promote equal employment opportunity by prohibiting discrimination in employment and requiring affirmative action in the performance of contracts funded by the University. This policy has been reinforced and expended by an act of the legislature. The new statute, New Jersey Public Law 1975, Chapter IR, provides that no public works contractor can be awarded nor any monies paid until the prospective contractor has agreed to contract performance, which complies with the approved affirmative action plan. The law applies to each political subdivision and agency of the State and includes procurement and service contracts as well as construction contracts. This section was prepared to explain the affirmative action requirements and procedures for public agencies awarding contracts and for contractors bidding on contracts. To assure effective implementation of the affirmative action law while allowing the business operations of a government to proceed efficiently, these regulations are designed to minimize administrative paperwork and delays.
16.2 MANDATORY LANGUAGE

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

a) Where applicable, the contractor or sub-contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to insure that such applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation and the selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the public agency compliance officer setting forth provisions of this non-discrimination clause.

b) Where applicable, the contractor or sub-contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

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

d) Where applicable, the contractor or sub-contractor agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

e) When hiring workers in each construction trade, the contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3 provided, however, that the affirmative action officer may, in its discretion, exempt a contractor or sub-contractor from compliance with the good faith procedures prescribed by the following provisions (a), (b) and (c) as long as the affirmative action office is satisfied that the contractor is employing workers provided by a union which provides evidence in accordance with standards prescribed by the affirmative action office that its percentage of active, "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. The contractor or sub-contractor agrees that a good faith effort shall include compliance with the
following procedures:

1) If the contractor or sub-contractor has a referral agreement or arrangement with a union for a construction trade, the contractor or sub-contractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the contractor or sub-contractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c.127, as it is amended and supplemented from time to time. If the contractor or sub-contractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or sub-contractor agrees to directly attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or sub-contractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or sub-contractor agrees to be prepared to hire minority and female workers directly consistent with the applicable employment goal by complying with the hiring procedures prescribed under (2) below and the contractor or sub-contractor further agrees to take immediate said action if it determines or is so notified by the affirmative action office that the union is not referring minority and female workers consistent with the applicable employment goal.

2) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (1) above or if the contractor or sub-contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or sub-contractor agrees to take the following actions consistent with the applicable county employment goals.

(a) to notify the public agency compliance officer, affirmative action office and at least one (1) approved minority referral organization of its manpower needs and request the referral of minority and female workers;

(b) to notify any minority and female workers who have been listed with it as awaiting available vacancies;

(c) prior to commencement of work to request the local construction trade union, if the contractor or sub-contractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

(d) to leave standing requests for additional referral to minority and female workers with the local construction trade union if the contractor or sub-contractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(e) if it is necessary to lay-off some of the workers in a given trade on the
construction site to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal and to employ any minority and female workers laid-off by the contractor or on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c.127;

(f) to adhere to the following procedure when minority and female workers apply or are referred to the contractor or sub-contractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or sub-contractor shall determine the qualifications of such individuals and, if the contractor's or sub-contractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards provided, however, that a contractor or sub-contractor shall determine that the individual at least possess the skills and experience recognized by any workers' skill and experience classification determination which may have been made by a public agency compliance officer, union, apprentice program or referral agency provided the referral agency is acceptable to the affirmative action office and provided further that, if necessary, the contractor or sub-contractor shall hire minority and female workers who qualify as trainees pursuant to these regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph (3) below.

(ii) If the contractor's or sub-contractor's workforce is consistent with the applicable employment goal, the name of said minority or female group individual shall be maintained on a waiting list for the first consideration in the event the contractor's or sub-contractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or sub-contractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or sub-contractor shall inform the individual in writing with the reasons for the determination and maintain a copy in its files and send a copy to the public agency compliance officer and to the affirmative action office.

(g) to keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract on forms made available by the affirmative action office and shall be submitted promptly to that office upon request.

3) The contractor or sub-contractor agrees that nothing contained in (2) preceding provision shall preclude the contractor or sub-contractor from complying with the hiring hall or apprenticeship provisions in any applicable bargaining agreement or hiring hall arrangement and, where required by
custom or agreement, it shall send journeymen and trainees to the union for referral or to the apprenticeship program for admission pursuant to such agreement or arrangement provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or sub-contractor shall consider for employment persons referred pursuant to said provisions (2) without regarding to such agreement or arrangement; provided further, however, that the contractor or sub-contractor shall not be required to employ minority and female advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement or, in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or sub-contractor agrees that in implementing the procedures of the preceding provisions (2) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

4) The contractor agrees to complete an initial manning report on forms provided by the affirmative action office on in the form prescribed by the affirmative action office and submit a copy of said form no later than three (3) days after signing a construction contract provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than fourteen (14) days and to submit a copy of the monthly project manning report once a month by the seventh (7th) work day of each month thereafter for the duration of this contract to the affirmative action office and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds as is necessary for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction site.

5) The contractor and its sub-contractors shall furnish such reports or other documents to the affirmative action office as may be requested by the office from time to time in order to carry out the purposes of these regulations and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to Sub-Chapter 10 of the Administrative Code, N.J.A.C. 17:27.

END OF SECTION II
THIS AGREEMENT, made this day of , 2018, by and between ROWAN UNIVERSITY, herein called “Owner”, acting herein through its VP of Finance and CFO, and

CONTRACTOR NAME
CONTRACTOR ADDRESS
CONTRACTOR CITY, STATE & ZIP CODE

A Corporation, State of New Jersey, hereinafter called CONTRACTOR. The Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

HAWTHORN HALL OFFICE OF SOCIAL JUSTICE RENOVATIONS FACILITIES PROJECT NO. 77609

The Contractor agrees to furnish all labor, material, equipment and services necessary to construct and complete the project as detailed in Rowan University’s Bid No. , dated , hereinafter called the Project, for the sum of , to include the base bid items and to include all work in connection therewith, under the terms as stated in the Bid Documents, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment tools, superintendence, labor, insurance, and services necessary to complete the said project in accordance with the conditions and prices stated in the Contract Documents, as detailed on Exhibit “A” attached hereto and made a part hereof.

Unless the Notice to Proceed specifies a different date, the contractor hereby agrees to commence work under this contract as soon as possible but no later than ________________, and to fully complete the project within ______ consecutive calendar days thereafter. Time is the essence for the completion of this contract. The Contractor further agrees to pay, as liquidates damages, the sum of ____________ for each consecutive calendar day thereafter as hereinafter provided in Article 8 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract Specifications, and to make payments on account thereof as provided in Article 10 of the General Conditions and Section 012500 – Contract Modification Procedures.
"The Contractor shall comply with the provisions of Chapter 33, of Title 52 of the Revised Statues (R.S. 52:33-1 et seq) requiring that preference be given to the use of domestic materials or as same may be governed by Federal Law or Regulation.

**Mandatory Equal Employer Opportunity Language N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27**

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27- 5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

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

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

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

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

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

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

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST: for Rowan University

Witness _______________________________
Joseph F. Scully Jr.
Sr. VP of Finance, Chief Financial Officer

(SEAL)

Contractor _______________________________
Date _______________________________
Title _______________________________

WARRANTY:

It is hereby certified and warranted by the undersigned contractor and by the undersigned principals or officers thereof, for said Contractor and for themselves, personally and individually, that no person has been employed to solicit or secure this Contract in violation of the provisions of Section 10, Chapter 48 of the Laws of 1954, N.J.S.A 52:34-15, or in violation of any other laws of the State of New Jersey; and it is further warranted that all applicable laws and regulations shall be complied with in the performance of this contract.

(SEAL)

Contractor _______________________________
Date _______________________________

By

Title _______________________________

Address _______________________________

City __________________ State ______ Zip Code

Rowan University
Office of Social Justice Renovations at Hawthorn Hall
Rowan Project No. 77609 CONSTRUCTION CONTRACT

May 24, 2018
Section III - 7
Exhibit A

Rowan University Invitation for Bid

PROJECT MANUAL

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

Section I Instructions to Bidders dated May 24, 2018 Pages 1 through 7
Section II General Conditions dated May 24, 2018 Pages 1 through 60
Section III Construction Contract dated May 24, 2108 Pages 1 through 10

Allowance Authorization Form dated October 2010 Page 1
Allowance Charge Request Form dated September 2010 Page 1
Request for Information Form --- Page 1
Change Order Request Form --- Page 1
Change Order Form --- Page 1
Hourly Labor Rate Breakdown Form --- Page 1
Daily Job Report Form --- Page 1
Application and Certificate for Payment Form (AIA G702) --- Pages 1 through 2
Attachment to G702 Certification --- Pages 1 through 2
Contractor’s Partial or Final Release --- Page 1
And Waiver of Liens
Rowan Tax Exempt Letter --- Page 1
Consent of Surety Company to Final Payment (AIA G707) --- Page 1

DIVISION 01 GENERAL REQUIREMENTS DATED May 24, 2018

Section 011000 Summary of Work 011000-1 to 011000-4
Section 011400 Work Restrictions 011400-1 to 011400-3
Section 012200 Unit Prices 012200-1
Section 012300 Alternates 012300-1 to 012300-2
Section 012400 Procedures and Controls 012400-1 to 012400-17
Section 012500 Contract Modification Procedures 012500-1 to 012500-5
Section 012900 Payment Procedures 012900-1 to 012900-6
Section 013100 Coordination 013100-1 to 013100-3
Section 013200 Construction Progress Schedule 013200-1 to 013200-6
Section 013300 Submittal Procedures 013300-1 to 013300-15
Section 014000 Quality Control Requirements 014000-1 to 014000-4
Section 014100 Testing Services 014100-1 to 014100-4
Section 014200 Reference Standards 014200-1 to 14200-5
Section 015000 Construction Facilities & Temporary Controls 015000-1 to 015000-8
Section 017700 Contract Closeout 017700-1 to 017700-9
Section 017820 Operation and Maintenance Data 017820-1 to 017820-8
Section 018200 Demonstration and Training 018200-1 to 018200-5

TECHNICAL SPECIFICATIONS
DIVISION 02 – EXISTING CONDITIONS

Section 024110 SELECTIVE DEMOLITION 024110-1 to 024110-5

DIVISION 03 - 04 - NOT USED

DIVISION 05 – METALS

Section 055000 METAL FABRICATIONS 055000-1 to 055000-8

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

Section 061053 MISCELLANEOUS CARPENTRY 061053-1 to 061053-4

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 078413 FIRESTOPPING 078413-1 to 078413-8

Section 079200 JOINT SEALANTS 079200-1 to 079200-7

DIVISION 08 – NOT USED

DIVISION 09 - FINISHES

Section 092116 GYPSUM BOARD ASSEMBLIES 092116-1 to 092116-11

Section 095113 ACOUSTICAL PANEL CEILINGS 095113-1 to 095113-7

Section 096519 LUXURY VINYL TILE FLOORING AND ACCESSORIES 096519-1 to 096519-7

Section 096814 CARPET TILE 096814-1 to 096814-6

Section 099100 PAINTING 099100-1 to 099100-15

DIVISION 10 – 11 - NOT USED

DIVISION 12 - FURNISHINGS

Section 123216 CASEWORK AND EQUIPMENT 123216-1 to 123216-7
DIVISION 13 – 21 - NOT USED

DIVISION 22 - PLUMBING

Section 221000 BASIC PLUMBING REQUIREMENTS 221000-1 to 221000-7

DIVISIONS 23 - 25 - NOT USED

DIVISION 26 - ELECTRICAL

Section 260100 BASIC ELECTRICAL REQUIREMENTS 260100-1 to 260100-5

DIVISIONS 27-49 - NOT USED

**DRAWINGS DATED May 24, 2018**

**ARCHITECTURAL**

TS-001 TITLE SHEET dated May 24, 2108
A-102 SECOND FLOOR PLAN AND DETAILS dated May 24, 2108

**MECHANICAL**

NONE

**ELECTRICAL**

NONE

**PLUMBING**

P-102 PLUMBING RISER AND PLUMBING NOTES dated May 24, 2108

END OF SECTION
PLANNING AND CONSTRUCTION ALLOWANCE AUTHORIZATION

Project: ___________________________  Allowance Authorization Number: __________

________________________________________  Date: ___________________________

Vendor: ___________________________  RU Project Number: 70900

________________________________________  PO Number: __________________________

You are authorized to perform the following item(s) of work and to adjust the Allowance Sum accordingly:

This authorization is due to:

☐ Owners Request  ☐ Field Condition Requirement  ☐ Unforeseen Condition  ☐ Design Error/Omission  ☐ DCA Request

Explain:

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

Original Allowance ............................................................................................................... $
Allowance Expenditures prior to this Authorization ............................................................. $
Allowance Balance prior to this Authorization .................................................................... $
Allowance will be [increased] [decreased] by this Authorization ....................................... $
New Allowance Balance ..................................................................................................... $

APPROVAL RECOMMENDED

Rowan Project Manager  Date

AVP Facilities  Date
(amounts > $6,019.99)  

VP Administration and Finance  Date
(amounts >$30,099.99)

Planning & Construction Dept Supervisor  Date

☐ Attachments

Copies:  ☐ Owner  ☐ Contractor  ☐ Consultants  ☐ __________  ☐ __________  ☐ __________  ☐ File

Revision 1 – October 2010
PLANNING AND CONSTRUCTION

ALLOWANCE CHARGE REQUEST (PROPOSAL)

Project: ________________________________  Allowance Charge Request Number: ____________________________

______________________________  From (Contractor):

To: ________________________________  Date: ________________________________

______________________________  RU Project Number: 70900 ________________________________

Re: ________________________________  PO Number: ________________________________

This Allowance Charge Request contains charges to be made against the contract allowance.

Description of Proposed Charge:

Attached supporting information from:  □ Subcontractor  □ Supplier  □  □

Reason for Charge:

Attached pages:  □ Proposal Worksheet Summary:  □ Proposal Worksheet Details:

Signed by:    Date:

______________________________

Copies:  □ Owner  □ Contractor  □ Consultants  □  □  □  □  □  File
# REQUEST FOR INFORMATION

<table>
<thead>
<tr>
<th>RFI No:</th>
<th>Date Submitted:</th>
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<tbody>
<tr>
<td>Rowan Project No./Description:</td>
<td>Requested Response Date:</td>
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<td>Actual Response Date:</td>
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</tbody>
</table>

Rowan Project Manager:

Submitted to:

Company:

Contract Document Reference:

## RFI DISCUSSION

Individually number each separate topic or question

Submitted by (Name & Company):

Title: Date:

## RFI RESPONSE

Answered by (Name & Company):

Title: Date:
CHANGE ORDER REQUEST

PROJECT: (name, address)  CHANGE ORDER REQUEST NUMBER:

DATE OF ISSUANCE:

ARCHITECT’S PROJECT NO:

CONTRACT FOR:

OWNER: (name, address)  CONTRACT DATE:

ARCHITECT: (name, address)  FROM CONTRACTOR: (name, address)

The contractor must submit this proposal with all appropriate documentation and/or notify the Architect or Owner, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: (Insert a written description of the Work)

ATTACHMENTS: (List attached documents that support description)

REQUESTED BY THE CONTRACTOR:

(Signature)  (Printed Name and title)
The Contract is changed as follows:

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was
New change by previously authorized Change Orders
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be

The Contract Time will be (increased) (decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.
ROWAN UNIVERSITY
HOURLY LABOR RATE BREAKDOWN FORM

All Contractors (Including sub-subcontractors) need to include a detailed breakdown of all wage rates, payroll burden costs and material costs for lump sum and time and material extras. Payroll burden items, FICA, FUI, SUI, and Workmen’s Compensation will be reimbursed on an average annualized basis. **This information must be provided for all trade to be utilized on the project by any and all contractors at the time of contractors bid submission.** The required format is as follows:

Contractor: ____________________________________________

Address:_______________________________________________
_______________________________________________
_____________________________________________________

Telephone:_____________________________________________

Prepared by:____________________________________________

Trade Classification:______________________________________

Local Union No:___________________
(If Applicable) Merit Shop_____ Union_______ (Check One)

Effective Date From__________________ To_________________

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<th>Item</th>
<th>(%)</th>
<th>(S) Straight Time (a)</th>
<th>(1 ½ x) (S) Overtime (b)</th>
<th>(S) Premium Cost (b-a)</th>
<th>(2x) (S) Overtime (c)</th>
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<td>2).  Overhead (on base rate only)</td>
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<td>3).  Profit (on base rate only)</td>
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<td>5).  Federal Unemployment Tax</td>
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<td>6).  State Unemployment Tax</td>
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<td>7).  Welfare Fund</td>
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<td>14). Other (Define)</td>
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*All rates must be at the current minimum prevailing wage rate for the State of NJ.
Please refer to the state website for further information at http://lwd.dol.state.nj.us
DAILY JOB REPORT
Project #

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<th>SUPER ON SITE (Y/N):</th>
<th>WORKFORCE ON SITE: (Foreman, Tradesmen, Laborers, etc.)</th>
<th>NO. OF WORKERS</th>
<th>WORK BEING DONE:</th>
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<th>NOTEWORTHY PHONE CALLS:</th>
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4/4/2016  8:55 AM
APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: PROJECT: APPLICATION NO:

FROM CONTRACTOR: VIA ENGINEER: PERIOD TO:

PROJECT/CONTRACT NO: CONTRACT DATE:

APPLICATION DATE:

AIA DOCUMENT G702

CONTRACTOR'S APPLICATION FOR PAYMENT

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<th>CHANGE ORDER SUMMARY</th>
<th>ADDITIONS</th>
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Net Change By Change Orders

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: ___________________________ Date: ___________________________

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:

By: ___________________________ Date: ___________________________

AMOUNT CERTIFIED: $________________________

This Certificate is not negotiable. THE AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

State: ___________________________ County of: ___________________________

Subscribed and sworn to before me this ___________________________ day of 2010

Notary Public: ___________________________

My Commission expires: ___________________________
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Attachment to G702 (or equivalent)
Certification for Payment

Project Name: ____________________________________________
Project Number: ____________________________ Payment Number:___

I, ________________________, a prime contractor working for Rowan University on the above-mentioned project, hereby certify as required by P.L. 191, c.507 of the State of New Jersey that: (you must check one under “A” and one under “B”)

A. With respect to previous progress payments:

( ) all my sub-contractors and suppliers have been paid all amounts due from all previous progress payments I have received from Rowan University for my work on this project

( ) all my sub-contractors and suppliers have been paid all amounts due from all previous progress payments with the exception of those listed below for which payment is being withheld as there exists a valid basis for those sub-contractors and suppliers listed below under the terms of their contract(s) to withhold payment from each such sub-contractor and supplier:

1. ______________________________________________________

2. ______________________________________________________

3. ______________________________________________________

For each such sub-contractor and supplier for which payment is being withheld, I further certify that written notice detailing the specific reason(s) for withholding payment has been provided to each such sub-contractor and supplier with copies
B. With respect to this payment number_______:

( ) all my sub-contractors and suppliers shall be paid all amounts due from this progress payment

( ) all my sub-contractors and suppliers shall be paid all amounts due from this progress payment with the exception of those listed below for which payment will be withheld as there exists a valid basis for those sub-contractors and suppliers listed below under the terms of their contract(s) to withhold payment from each such sub-contractor and supplier:

1. ____________________________________
2. ____________________________________
3. ____________________________________

For each sub-contractor and supplier for which payment is being withheld, I further certify that written notice detailing the specific reason(s) for withholding payment has been provided to each sub-contractor and supplier with copies thereof provided to my performance bond company and Rowan University.

I certify that the above statements are true. I am aware that if any of the above statements are willfully false, I am subject to punishment.

Dated:___________

__________________________
Signature

__________________________
Please Print Name
CONTRACTOR'S PARTIAL OR FINAL RELEASE AND WAIVER OF LIENS

OWNER: CONTRACT FOR:

OWNER'S AGENT: PROJECT:

CONTRACT DATE:

Upon receipt by the undersigned Contractor of a check from Owner in the sum of $__________, which check will consume payment of all sums due the Contractor for labor, equipment and/or materials supplied in connection with the Project, and when said check has been paid by the bank upon which it is drawn, this document shall become effective to fully and finally waive and release any and all liens, claims, liabilities, actions, and demands that this Contractor and all its subcontractors have or might have against Owner, Lender, the Project, the real property upon which the Project is located and any and all other property owned by Owner on account of or in connection with labor, equipment and/or materials supplied by the undersigned to the Project.

The undersigned Contractor does hereby further acknowledge and represent that through the date hereof the undersigned has received payments totaling $__________ for labor, equipment and/or materials supplied to the Project.

This instrument has been executed as of the ______ day of _____________________, 20__.

CONTRACTOR:

__________________________________

By: __________________________________

Name: __________________________________

Title: __________________________________

STATE OF ___________

COUNTY OF _______________

Sworn to and subscribed before me the undersigned authority on this _______ day of _____________________, 20__.

[ S E A L ]

Notary Public, State of _____________________

My Commission Expires: _____________________

Printed Name of Notary Public: _____________________
To Whom It May Concern:

Your recent request to Rowan University requesting information or a tax exempt form is hereby acknowledged.

It has been determined that Rowan University is a government body and is Exempt from New Jersey Sales and Use Taxes imposed by the Sales and Use Tax Act (P.L. 1966, c.30 and c.52). An opinion from the State of New Jersey, Office of the Attorney General has been reproduced below.

If you have any questions, please contact the Accounts Payable Office at (856) 256-4115.

Sincerely,

Joseph F. Scully, Jr.
Vice President for Finance & CFO

Chief Financial Officer
Bole Hall
201 Mullica Hill Road
Glassboro, NJ 08028-1701
856-256-4127
856-256-4443 fax
CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT G707

PROJECT:
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
Surety Company,

on bond of the Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to the Owner,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 2017

Surety Company

Signature of Authorized Representative

Attest:
(Seal):

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition.
SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents
2. Use of premises.

B. Related Sections include the following:

1. Division 1 Section “Construction Facilities and Temporary Controls” for limitations and procedures governing temporary use of Owner’s premises.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:

1. Project Location: Rowan University, Glassboro, New Jersey
   a. Hawthorn Hall, second floor.

2. Owner: Rowan University

B. Architect Identification: The Contract Documents were prepared for Project by: USA Architects.
   20 N. Doughty Avenue, Somerville, NJ 08876. 908-722-2300.

C. The Work consists of the following:

1. Renovating existing rooms throughout the second floor for the University’s Office of Social Justice Department.
2. Associated mechanical, electrical, plumbing, fire alarm work.

1.4 CONTRACT

A. Project will be constructed under a single prime general construction contract.
1.5 USE OF PREMISES

A. General Construction Operations: Contractor shall have limited use of premises for construction operations, including a limited use of the project site (outside the facilities exterior walls) during the period of construction activity. Contractor’s use of the premises is limited by Rowan's right to perform work or to retain other contractor’s on portions of the Project or to limit access for events or other functions as the University might require. The Contractor will be given notice of any such events well in advance so that arrangements can be made to insure the prosecution of the work continues as scheduled.

B. Arrange use of site and premises to allow:

1. Owner occupancy.
2. Work by others.
3. Work by Owner.

C. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond the building perimeter unless prior approval of the University is received prior to conduction such work or operations.

1. Limit site disturbance, as approved by Rowan University.
2. **REFER TO SECTION 011400 FOR WORK HOURS IN HAWTHORN HALL.**
3. Storage of construction materials and equipment is not permitted inside the existing building.
4. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Rowan University, Rowan's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of the driveways and entrances.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
   c. Contractor may use up to two (2) existing parking spaces at the James Hall Loading Area.
   d. Contractor may NOT have a trash dumpster nor a storage shed on the Owner’s property.

D. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

E. The Contractor will be responsible for photographing the entire area of work, adjacent spaces where incidental work may occur, corridors and elevators accessing the area of work, the loading area, and contractor parking area. The Contractor will provide the Owner with digital copies of all the photographs prior to mobilization as a record of the existing conditions PRIOR to the start of the work. Digital format will be in PDF format.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI/CSC’s "MasterFormat" numbering system.

1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the
beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

1.7 MISCELLANEOUS PROVISIONS

A. WORK REQUIRED TO BE PERFORMED UNDER THIS CONTRACT SHALL BE COMPLETED IN ACCORDANCE WITH THE FOLLOWING MILESTONES AND COMPLETION DATES. CONTRACTORS MUST INCLUDE IN THEIR BIDS ALL COSTS INCLUDING OVERTIME ASSOCIATED WITH INSURING THAT THE PROJECT IS COMPLETED BY THE MILESTONE DEADLINES LISTED HEREIN.

B. Summary of Milestones:

1. Notice to Proceed/Authorization by: The University intends to issue Notice to Proceed, Construction Contract, and/or University purchase order as evidence of contract award on or before June 22, 2018.
2. ALL submittals to Architect: one (1) week after Notice to Proceed.
3. Architect return of reviewed of submittals by: one (1) week after receipt.
5. Final Completion of work on site by August 10, 2018. All construction including punch list work will be completed by this date.
6. Final Completion by August 20, 2018. All closeout documentation, final payment application, etc.

C. Weather Conditions:

1. Unfavorable weather conditions shall not be justification for delays in completion or final completion dates as specified. No change orders will be issued or approved for extensions of time due to weather conditions. Seasonal weather conditions shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures for the completion of all contract work within the allotted contract time. In addition, appropriate allowances shall be made for anticipated time losses due to normal rain and snow conditions by statistically expanding the estimated time durations for weather sensitive activities with the constraint that the substantial completion deadline cannot change.

2. The University may at its sole discretion entertain extensions of time from the contractor for weather related delays. However no extensions of time shall be considered by the University until at least twenty-five (25) lost project schedule days have accrued. Lost time will accrue on a proportionate basis – ¼ lost day will be charged as ¼ lost day, ½ lost day will be charged as ½ lost day, and so forth. A lost project schedule day is considered a day or any portion of a day when all members of the construction workforce on the project cannot work due to inclement weather conditions. Whether or not the contractors’ workforce fails to begin work or leaves the project site on any given day due to a claim of inclement weather a lost project schedule day will not be recognized by the University until it is approved in writing by the University’s project manager.

3. Should the University approve an extension of time the contractor may only submit reimbursement for the cost of the extension of rental equipment agreements; bond premium and insurance adjustments at actual cost with no mark up; and general conditions directly impacted by the approved extension. Appropriate back up documentation as requested by the University project manager must accompany any submission for reimbursement. Appropriate back up can be anything from copies of contractor’s rental
agreements showing rental durations, unit costs, rental rates, etc. to copies of superintendents pay stubs.

D. Intent of Contract: The drawings and specifications of the contract are intended to require the contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of the work. All work and materials included in the specifications and not shown on the drawings, or shown on the drawings and not in the specifications, shall be performed and/or furnished by the contractor as if described in both. Any incidental materials and/or work not specified in the drawings and/or the specifications which are, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, the contractor shall understand the same to be implied and required, and shall perform all such work and furnish all such materials as if particularly delineated or described therein. Should there be an obvious error between the drawings and specifications, the most stringent constraints of the conflicting information shall be assumed by the contractor and it shall be the contractor's responsibility to complete the work as reasonably required, consistent with the intent of such drawings and specifications as may be interpreted by the University.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
SECTION 011400 – WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to weekdays (Monday through Friday) from 7:00 AM to 4:00 PM. Weekend and Holiday work may be permitted if approved by the Owner.
2. Owner Occupancy: Allow for Owner occupancy of building, site and use by the public.
3. Driveways and Entrances: Keep streets, driveways and entrances serving premises clear and available to owner, Owner’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Use of Existing Building: Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.3 OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner’s operations.

1.4 WORK SEQUENCE

A. Work shall be completed within the schedule as outlined in Section 011000 – Summary. University intends to issue Notice to Proceed, Construction Contract, and/or University Purchase Order as evidence of contract award on or before Project start date listed.

1.5 CONTRACTOR WORK AREAS, WORKING CONDITIONS AND EQUIPMENT STORAGE REGULATIONS

A. The Contractor shall not unreasonably encumber the facilities with its equipment or work to be performed. Work conducted by the Contractor, Subcontractor, or any other person and/or firm affiliated with the Contractor shall be contained within pre-designated working areas established by the documents.
B. The Contractor shall, at all times during the progress of the work, keep the site free from the accumulation of all rubbish and debris caused by its performance. The Contractor shall remove all debris and rubbish related to its work at the end of each workday to the satisfaction of the Project Manager. Tool storage boxes shall not be permitted inside the building on the first floor or outside the building.

C. The Contractor shall adequately secure and protect its equipment, materials and vehicles. The University assumes no liability for any damage to, or theft of, the Contractor’s property. The Contractor shall have the use of a designated area for storage and staging of construction materials and equipment. The Contractor shall be responsible for adhering to security procedures outlined by the Project Manager.

D. The Contractor is responsible for all safety precautions for all of its employees and property while performing its services.

E. The Contractor shall strictly limit its employees’ use of the facilities for lunch, smoking or rest time usage to only those areas designated by the Project Manager. Use of facility telephones will not be allowed. Use of building toilet facilities shall not be permitted. Smoking is not allowed inside the building.

1.6 WORK STOPPAGES, EXISTING UTILITY INTERRUPTIONS, NOISE AND ODOR RESTRICTIONS, AND MATERIAL APPROVALS

A. Work Stoppages – DOES NOT APPLY.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner not less than three (3) days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Project Manager’s written permission.

C. Consideration shall be given by the Contractor regarding odors emanating from adhesives and sealants, etc and excessive noise. If the odors or noise are such that they may disturb the employees and guests then such work shall be performed while the building is not occupied. This determination shall be at the sole discretion of the Project Manager. The playing of radios and other unnecessary noise will not be permitted at any time.

D. All material safety data sheets shall be submitted and approved by the Project Manager prior to use of the material.

1.7 PROTECTION OF INTERIOR FINISHES

A. The Contractor shall take extra care to avoid damage or soiling to any part of the facility. The Contractor is responsible for all damages or destruction caused directly or indirectly by its performance to any part of the building or adjoining property. Any damage or destruction caused by the Contractor or its employees will be repaired or replaced as the Project Manager directs and to their satisfaction with all costs charged to the Contractor. The costs may be deducted from any and all amounts due to the Contractor.

B. Any of the Contractor’s employees found defacing, damaging or marring the building or its finishes or contents shall be immediately removed by the Contractor. The Contractor shall be
charged for all remedial work to restore the damaged area or contents to their original condition to the satisfaction of the State.

C. The Contractor shall take all necessary steps to ensure adequate protection of all building furniture, equipment and building finishes, including but not limited to: floors, walls, ceilings, windows, draperies, blinds, carpeting, doors, doorways and contents. In this endeavor, all workers are to take precautions to protect rugs and floors. The Contractor shall be charged for all remedial work to clean, repair and/or replace items damaged by the Contractor to the satisfaction of the State.

D. The Contractor is responsible for the cost of cleanup of dust, dirt and stains caused by the work to the satisfaction of the Project Manager. The Contractor shall take all necessary precautions to keep dust, dirt and debris to a minimum both within the construction area and throughout the buildings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011400
SECTION 012200 – UNIT PRICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

   A. Section includes administrative and procedural requirements for unit prices.

   B. Related Requirements:

      1. Section 012500 “Contract Modification Procedures” for procedures for submitting and handling Change Orders.
      2. Section 014000 “Quality Control Requirements” for general testing and inspection requirements.

1.3 DEFINITIONS

   A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

   A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

   B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

   C. Owner reserves the right to reject Contractor’s measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner’s expense, by an independent surveyor acceptable to Contractor.

   D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 SCHEDULE OF UNIT PRICES

   A. NONE ARE REQUIRED FOR THIS PROJECT.

END OF SECTION 012200
SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section. If specification Sections are referenced in alternate schedule, the specification section contains the requirements for materials necessary to achieve the work described under each alternate. If specifications are not listed in the schedule below, base the alternate price on the description below.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ADD – ALTERNATES
   A. NONE

3.2 SCHEDULE OF DEDUCT – ALTERNATES
   A. NONE

END OF SECTION 012300
SECTION 012400 – PROCEDURES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, General Conduct of the Work and Special Requirements, Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 DESCRIPTION OF WORK

A. The types of minimum requirements for procedures and performance or control work of a general nature, to be fulfilled collectively by contractors, include but are not necessarily limited to the following categories:

1. Coordination and meetings.
2. Administration/supervisory personnel.
3. Examination and checking of contract drawings.
4. Surveys and records or reports.
5. Limitations for use of site.
6. Protection of Persons and Property.
7. Special reports.
8. Subcontractor, material approval.
10. Inspections, tests and reports.
11. Progress photographs.
13. Control Wiring.
15. Sleeves, built-in items.
16. Cutting and patching.
17. Uncovering and correction of work.
18. Cleaning and protection.

1.3 COORDINATION AND MEETINGS

A. General: Contractor shall prepare a written memorandum of general instructions on required coordination activities including notices/reports/meetings, and distribute memorandum to each engaged entity performing work at project site, with copies to Architect and Owner.

B. Coordination Drawings: Where work by separate entities requires off-site fabrication of products and materials which must be accurately interfaced and closely intermeshed to produce required results, prepare coordination drawings to indicate how work shown by separate shop drawings will be interfaced, intermeshed, and sequenced for installation.

1. Comply with submittal requirements of "Submittals" section, and other requirements outlined in the other Divisions.

C. Biweekly Job Meeting: The Contractor’s Project Manager and Superintendent, the Owner's Project Manager and the Architect shall attend biweekly job meetings convened by the Owner for the purpose of affording the opportunity to review Contractor's coordination efforts, to
expedite the performance of administrative tasks, and to generally assess the work progress. Contractor shall require representation (at each meeting) by every entity currently involved in coordination or planning for the work (of the entire project). Contractor shall participate in meetings in a manner, which will resolve coordination problems.

1. Time and location of job meetings shall be designated by the mutual agreement of the Contractor, Architect and Owner.

2. Job meetings shall be chaired by the Architect, who shall record the proceedings in the form of minutes and shall be responsible for proper distribution thereof to all parties. Initial minutes will be distributed within three (3) business days after the meeting.

3. Any and all corrections or clarifications to these minutes shall be received by the Architect in writing within three (3) days of their issuance. After the interval allowed for corrections and clarifications, Job Meeting Minutes will stand as part of the project record.

4. All decisions, instructions and interpretations given by Owner, with concurrence of the Architect, at these meetings shall be binding and conclusive on Contractor.

5. Architect and Owner shall have the right to schedule Special Job Meetings or increase the frequency of job meetings if, in his opinion, the progress and condition of the work warrant it. Attendance at such meetings is mandatory.

6. Subcontractors and suppliers shall attend at the request of the Architect or Owner as appropriate to the agenda topics at each meeting.

7. Agenda:
   b. Field observations, problems, and decisions.
   c. Identification of problems, which impede planned progress.
   d. Maintenance of Progress Schedule- updated by Contractor and discussed at every meeting.
   e. Corrective measures to regain projected schedule milestones and deadlines.
   f. Planned progress during succeeding work period and two (2) week look ahead.
   g. Effect of proposed changes on progress schedule and coordination.
   h. Review and update Submittal Log for every meeting.
   i. Other business relating to the Work.

D. Pre-Construction Meeting: Owner will schedule a meeting after Notice of Award.

1. Attendance Required:
   a. Owner.
   b. Architect.
   c. Contractor.

2. Agenda:
   a. Execution of Owner/Contractor Agreement.
   b. Submission of executed bonds and insurance certificates.
   c. Distribution of Contract Documents.
   d. Submission of list of Subcontractors, list of Products, schedule of values, etc.
   e. Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders, and Contract closeout procedures.
   f. Scheduling (Preliminary Progress Schedule by Contractor).

The above Agenda is a comprehensive list of items that could be discussed at the Pre-Construction Meeting. Some items will be included while the Owner may choose to
handle other items by other means.

3. Architect will record minutes and distribute copies within two (2) days after meeting to participants, with two copies to Contractor, Owner, and those affected by any decisions made.

E. Pre-Installation Conferences:

1. When required by individual specification sections, contractor shall convene a pre-installation conference prior to the start of installation for the portion of work in question.
2. Require attendance of all Subcontractors, suppliers, manufacturers (if necessary), Owner Architect (at the Owners request), Engineers (at the Owners request) directly affecting of affected by the Work in question.

F. Application for Payment “PENCIL COPY” review meeting:

1. Contractor to schedule a Pencil Copy Review Meeting five (5) working days prior to payment period deadline stipulated in the Agreement.
2. Contractor will be responsible to incorporate all agreed upon changes to the Pencil Copy version of the Application and submit the revised Application in accordance with all Contract requirements.

1.4 ADMINISTRATIVE/SUPERVISORY PERSONNEL

A. General: In addition to a Home Office Project Manager and a Field Construction Superintendent and other administrative and supervisory personnel required for performance of the work, the Contractor shall provide specific coordinating personnel as may be required for proper interface between the trades and other work of the total project.

B. Project Superintendent: The Contractor shall provide a full-time Project Superintendent, who is experienced in administration and supervision of building construction of a type similar in nature and scope to this Project, including mechanical and electrical work, and who is hereby authorized to act as the general coordinator of interfaces between the work of all the trades. For purpose of this provision, “interface” is defined to include the scheduling and sequencing of work, sharing of access to work spaces, installations, each trade’s protection of work by other trades, cutting and patching, tolerances, preparation of coordination drawings, inspections, tests, and temporary facilities and services.

C. Submittal of Staff Names, Duties: Within 15 days of contract date, the Contractor shall submit to the Owner and Architect a listing of Contractor's principal staff assignments and consultants, naming persons and listing their addresses, telephone numbers and past construction experience.

1.5 EXAMINATION AND CHECKING OF CONTRACT DOCUMENTS

A. Contractor shall be responsible for reviewing the contract documents in accordance with the requirements specified herein.

1. Contractor shall examine and check all quantities and dimensions given on contract drawings, and shall be responsible for noting any errors which can be discovered by such examination and check, and shall be responsible for satisfactory joining and fitting of all parts of the work; any check or observation by Architect/Engineer shall not relieve the Contractor of any responsibility as to correctness of the work.
2. Field verification of dimensions on drawings is specifically directed and required of the Contractor as a matter of course, because locations, distances and elevations will be governed by actual field conditions. Contractor shall review plans, site plans and details of construction on the drawings, and adjust his work to conform to all conditions indicated thereon or reasonably inferable therefrom.

3. Discrepancies shown on different plans and details, or between drawings, and actual field conditions, or between drawings and specifications, shall promptly be brought to the attention of the Architect for interpretation and resolution.

4. If, in Contractor's opinion, any work is indicated on drawings or specified in such a manner as will make it impossible to produce such in conformance with the contact, he shall refer same to Architect for interpretation. If additional and supplementary instructions are necessary, Architect/Engineer will prepare and issue same in an appropriate form to the Contractor, with a copy being forwarded to the Owner.

5. Contractor is directed never to scale dimensions or locations from contract drawings. Consult Architect/Engineer for dimensions and locations of all items.

1.6 SURVEYS AND RECORDS/REPORTS

A. General: Working from lines and levels established by property survey, and as shown in relation to the work, the Contractor shall establish and maintain bench marks and other dependable markers to set lines and levels for the work at each story of construction and elsewhere on site as needed to properly locate each element of entire project. Contractor shall calculate and measure required dimensions as shown (within recognized tolerances if not otherwise indicated); and shall not scale drawings to determine dimensions. Advise tradesmen performing the work, of marked lines and levels provided for their use in layout of work.

1.7 LIMITATIONS FOR USE OF SITE

A. General: It is the intent of the Owner to preserve the present character of the campus to the greatest extent possible, both during and after the period of construction. To this end the Contractor will be subject to certain operational controls in the movement of personnel and equipment on and off the construction site. The Contractor's cooperation with the general goal of protecting and preserving the Institute campus, and with the specific controls specified hereinafter, shall be mandatory. The following general controls shall be observed:

1. Construction activities, including location of temporary support facilities, stockpiling of materials, loading and unloading, parking for construction personnel and other related activities shall be restricted to areas as specified by the Owner.

2. The accumulation or stockpiling of debris, rubbish or other material resulting from demolition or construction operations will not be permitted. Removal and off-site disposal must proceed concurrent with demolition and construction activities, to the end that the site shall at all times present a neat, orderly and workmanship appearance. No liquid or solid material of any kind is to be disposed of on campus property. No burning of trash or debris will be permitted on the site.

3. The Contractor shall be responsible for the prevention, abatement and control of any environmental pollution arising from demolition or construction activities in the performance of the work, in full compliance with all applicable Federal and State laws and regulations.

   a. Existing trees and other vegetation on and adjacent to the project site shall be protected. Refer to Section 015000 - "Temporary Facilities" - for specific requirements concerning fencing. Under no circumstances shall materials be stored or heavy equipment operated beneath the drip lines of existing trees.
4. Contractor shall be responsible for the control of dust arising from demolition or construction operations within the project site or along the Access Routes.

B. Allocation of Space: In addition to site utilization limitations and requirements shown on drawings, and indicated by other contract documents, Contractor shall administer allocation of available space equitably among separate subcontractors and other entities needing access and space, so as to produce overall efficiency in performance of total work of project.

C. Deliveries: Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

D. Construction Access:

1. Contractor shall plan, coordinate and execute all construction activities in such manner as to avoid traffic disruption over local streets.
   a. Prior to the start of work, Contractor shall contact the Police Department and determine approved travel routes for delivery vehicles on local streets.
   b. Contractor shall obtain and pay for all necessary permits in connection with the operation of overweight and over length vehicles on City streets.

2. Contractor shall be responsible for controlling all traffic entering and leaving the Owner's property including provision of flagmen as necessary. Contractor shall be responsible to require mud removal from rubber-tired vehicles departing the immediate project site. Operation of tracked vehicles shall be restricted to the project site as defined by the contract limit lines, and is not permitted on paved areas.

3. Whenever and wherever the project work must be performed outside the contract limit lines, and after the necessary permits have been secured from local authorities, Contractor shall erect and maintain barricades, danger signals and warning signs at working sites, closed roads, intersections and other places of danger to traffic, the work, or the public. Barricades and obstructions of any kind shall be marked with lights or flares at not more than five (5) foot intervals visible for a distance of not less than 500 feet. Contractor shall provide sufficient watchmen and traffic directors and shall take all necessary precautions for the proper protection of the work and the safety of the public.

4. Contractor shall be responsible for identification, control and maintenance of construction traffic within the contract limit lines. Identification and control shall include the provision of temporary traffic signs and the installation of barricades and warning lights to protect the work and to identify excavations or other hazards, all as may be required. Maintenance shall include the provision and placing of ballast materials as may be required, grading and compaction, removal of debris, removal of snow, and general care to insure a serviceable roadbed at all times.
   a. The Owner shall be responsible for snow removal from paved roadways and parking lots in the vicinity of the project area, but not within the work areas or areas immediate to the Contractor's temporary facilities.

5. Prior to final completion, perform all cleaning and repairs as necessary to restore all existing areas within the limits of any and all work required as a part of the scope of these contract documents, to their original condition.

E. Temporary Parking for Construction Personnel: The Owner shall designate available areas for parking.

1. Offsite parking will be available for employee parking, in an area to be designated by the
Owner on RUI property. Construction personnel will not be permitted to park in campus parking lots, except as specifically designated and authorized by the Owner. The designated parking area may change due to seasonal demands of the Owner.

F. Staging and Storage Area: The Contractor shall have the authority and responsibility to plan and locate storage areas, equipment marshaling areas, and temporary field facilities. Staging and storage areas shall be so located and utilized as to afford unrestricted access to all of the work at all times. Such areas shall not encroach upon access routes to the work, nor shall they be so located or utilized as to impede free access of emergency vehicles. Such areas must be approved by the Owner prior to use by the contractor.

1. Staging and storage areas shall be located wholly within the contract limit lines and site enclosure fence.
2. All loading and unloading operations shall occur inside the contract limit lines and behind the site enclosure fence.
3. Storage of materials and equipment outside the site enclosure fence or on City streets is absolutely prohibited.
4. Prior to final completion, perform all cleanup, disposal, grading, topsoiling, seeding and other work as necessary to restore the entire staging/storage area to its original condition.

G. Verification of Underground Utilities: Contractor shall have the responsibility to verify the actual locations of existing underground utility lines. Should verified underground utility locations conflict with excavation required in connection with the work, Contractor shall notify the Owner's project manager immediately. Hand excavation shall be required at locations in close proximity to verified existing utilities.

1. The Owner does not guarantee the accuracy and completeness of information shown on any contract drawings for underground utilities; Contractor must be responsible for ascertaining all facts concerning utility locations.
2. Damage to existing underground utilities, caused as a result of Contractor's negligence or failure to comply with the requirements listed herein, shall be repaired and/or replaced at Contractor's expense, to the complete satisfaction of the Owner and utility company by close of business of the day of damage.

H. Cleaning and Trash Disposal: Comply with requirements specified in Section 01500, "Temporary Facilities".

1.8 PROTECTION OF PERSONS AND PROPERTY

A. Safety Precautions and Programs: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated by the Contractor, in writing, to the Owner.

B. Protection of Persons: Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal and State safety laws, union safety regulations, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Particular attention is called to the requirements of the Federal Occupational Safety and Health Act (OSHA). In connection with the work of its own forces, Contractor shall direct and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning
against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials.

1. Security/protection provisions are specified in "Temporary Facilities" section.

C. Protection of Work and Property: Contractor shall take all precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors, or Sub-subcontractors; and
2. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

   a. Refer to "Temporary Facilities" section for specific requirements concerning fencing around existing trees.

D. Emergencies: In any emergency affecting the safety of persons or property, Contractor shall act with diligence, at his discretion, to prevent threatening injury, damage or loss. In such case, he shall immediately notify the Owner, of the action taken and shall forthwith prepare and submit a detailed and documented report to the Owner and the Architect.

E. Insurance and Indemnification: Comply with requirements of the Contract Agreement.

1.9 SPECIAL REPORTS

A. General: Except as otherwise indicated, submit special reports directly to Owner within one day of occurrence requiring special report, with copy to Architect/Engineer and others affected by occurrence.

B. Reporting Unusual Events: When an event of unusual and significant nature occurs at site, the Contractor shall prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluations of results or effects, and similar pertinent information. When such events are known or predictable in advance, it is the responsibility of the Contractor to advise the Owner in advance at earliest possible date.

C. Reporting Accidents: Contractor shall prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where bodily injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.10 SUBCONTRACTOR, MATERIAL APPROVAL

A. Material Approval: Contractor shall submit to the Owner and Architect, for approval, a list of all vendors and manufacturers for the supply of materials and equipment, whether specified or not, starting within fifteen (15) calendar days after award of contract; said list shall be complete within forty-five (45) days thereafter. In instances where specified materials and equipment are subject to the Owner's and Architect's approval by way of the submittal process, no contract shall be entered into with any vendor, supplier or manufacturer before the Owner and Architect have approved his name in writing.

B. Subcontractor Approval: Contractor shall, beginning within fifteen (15) calendar days after
award of contract and ending within forty-five (45) days thereafter, notify the Architect and Owner in writing of the names of all subcontractors proposed for the work, and shall not employ any without prior written approval of the Owner, or any that Owner may within a reasonable time reject.

1.11 TRADESMEN AND WORKMANSHIP STANDARDS

A. General: Contractor shall instigate and maintain procedures to ensure that tradesmen performing work at site are skilled and knowledgeable in methods and craftsmanship needed to produce required quality-levels for workmanship in completed work. Remove and replace work, which does not comply with workmanship standards as specified and as recognized in the construction industry for applications indicated. Remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.

B. Availability of Tradesmen: At each progress or job meeting, Contractor shall review availability of tradesmen and projected needs to accomplish work as scheduled. Require each entity employing tradesmen to report on current and pending trade actions and jurisdictional matters, which might affect progress of work. Where possible dispute or delay is identified, consider alternatives and take actions to avoid disputes and delays.

C. Labor Peace Clause:

1. The Contractor agrees that in the performance of the work called for under these Contract Documents, it will employ only such labor as will not delay or interfere with the speedy and diligent progress of the project and as will be acceptable to and work in harmony with all other workmen employed by the Owner.

2. In the event of labor difficulties (including, but not limited to, strikes, walkouts, picketing, boycotts, shutdowns, or inability to obtain a sufficient number of competent laborers or mechanics), which interfere with the work, or any part thereof, it shall be the responsibility of the contractor to take all measures necessary and possible to insure the projects progress and completion as prescribed by the time schedule including, but not limited to, seeking injunctive relief in an appropriate Court of Common Pleas, filing an unfair labor practices charge(s) with the National Labor Relations Board, discharging employees who engage in an unprotected strike or work stoppage, or any other applicable legal or equitable action related to the aforesaid labor difficulty which occurs in connection with the performance of this contract.

3. In the event of a strike or stoppage of work resulting from a dispute involving or affecting the labor employed by the contractor (including subcontractors and suppliers), the Owner may, at its option, terminate this contract. However, where practicable the contractor will give subcontractors 24 hours to resolve the strike or stoppage of work before terminating its contract. In the event there is a conflict between this clause and any other agreement between contractor and the Owner, including but not limited to other provisions of this contract, other written agreements and verbal agreements, this clause will take precedent. In the event of such termination, the Owner shall have the right to take possession, for the purpose of completing such work, of all materials, tools, and appliances on its premises and employ any person or persons to finish the work and provide the materials and labor for such work. The Contractor shall not be entitled to receive any further payments under this agreement until the work shall be finished completely, at which time the contractor shall be paid whatever balance is found to be due to contractor for amounts expended by it either for labor, materials, or otherwise, plus contractors percentage of profit as provided in this agreement, less, however such expenses or damages as the Owner may suffer by so completing the work. The Contractor shall not be entitled to prospective profits on portions of the project not performed by it or with respect to the materials not furnished by it. Further, it is
understood and agreed that should the expenses to the Owner in completing the contract be increased by reason of such discontinuance of the services of this contractor, then this contractor shall be responsible to the Owner for such entire increase in addition to the other expenses or damages referred to above.

1.12 INSPECTIONS, TESTS AND REPORTS

A. General: Required inspection and testing services are intended to assist in determination of probable compliances of the work with requirements, but do not relieve Contractor of responsibility for those compliances, or for general fulfillment of requirements of contract documents. Specified inspections and tests are not intended to limit Contractor's quality control program. Afford reasonable access to agencies performing tests and inspections.

B. Inspection and Testing by Independent Agencies: General requirements are specified in "Quality Control Services" section of these specifications (Section 01400). Particular requirements are specified in the technical sections (Divisions 2 through 16).

C. Inspection and Testing by Authorities with Jurisdiction: If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Owner not less than five (5) working days notice in writing of its readiness for inspections or testing. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities.

D. Inspection and Testing by Contractors: When inspections and tests are required by the technical sections of these specifications to be performed by Contractors on installed materials and equipment, all such inspections and tests shall be conducted in the presence of, and upon timely notice to, the Owner, and the results thereof approved prior to acceptance of the installation. Fuel, power and any other items or services required for the proper inspecting and testing of equipment and for the period of instructing the Owner's operating personnel shall be at the cost and expense of the Contractor furnishing such equipment.

E. Special Inspection and Testing: If the Owner or Architect/Engineer determines that any Work requires special inspection, testing or approval, not otherwise required herein, he will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in subparagraph C. If such special testing or inspection reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect/Engineer's additional services made necessary by such failure; otherwise the Owner shall bear all costs and an appropriate Change Order will be issued.

1.13 PROGRESS PHOTOGRAPHS

A. Refer to Specification Section 01300, “Submittals” for requirements pertaining to Progress Photographs.

B. Provide photographs of the site and construction throughout progress of Work produced by an experienced photographer or job superintendent experienced in taking construction photographs, acceptable to the Owner.

C. Take photos in a timely fashion to allow for their submission with each application for a payment and/ as follows (as applicable):

1. Installation of site utilities.
2. Installation of footings.
3. Installation of foundations.
4. Building pad proof roll.
5. Building pad sub grade (vapor barrier and stone).
6. Installation of concrete floors, decks, walls, etc.
7. Installation of masonry for stair towers, elevator, exterior walls, etc.
8. Installation of structural steel, steel deck and joist, etc.
9. Rough grading.
10. Installation of parking lot paving, parking lot lighting, line stripping, etc.
11. Installation of interior and exterior framing.
13. HVAC ductwork and units.
15. Installation of roofing.
16. Installation of windows, doors, hardware, etc.
17. Enclosure of walls and ceilings.
18. Interior and exterior finishes.
19. Installations of millwork, casework, trim work, etc.
20. Landscaping
21. Final Completion.

D. Digital PDFs: Color; three (3) prints of each view. 4" X 8" or larger of each view. Provide enough photos at each stage of construction to give someone not familiar with the Project a clear understanding of the progress of the work. Review photos with the Owner’s representative at each stage of construction requiring photographs. The Owner will determine if additional photos will be needed.

1. PDF format.
2. Identify each print. Identify name of Project, orientation of view, date and time of view.

E. Deliver prints with each Application for Payment or at times specified by Owner with transmittal letter.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

A. Pre-Installation Conference: Well in advance of installation of every major unit of work which requires coordination and interfacing with other work, Contractor shall meet at project site with subcontractors, installers and representatives of manufacturers and fabricators who are involved in or affected by unit of work, and in its coordination or integration with other work which has preceded or will follow. Contractor shall advise Owner and Architect of scheduled meeting dates. At each meeting review progress of other work and preparations for particular work under consideration, including requirements of contract documents, options, related change orders, purchases, deliveries, shop drawings, product data, quality control samples, possible conflicts, compatibility problems, time schedules, weather limitations, temporary facilities, space and access limitations, structural limitations, governing regulations, safety, inspection and testing requirements, required performance results, recording requirements, and protection. Contractor shall record significant discussions of each conference, and agreements and disagreements, along with final plan of action. Distribute record of meeting promptly to everyone concerned, including Architect/Engineer and Owner.

1. Do not proceed with the work if associated pre-installation conference cannot be
concluded successfully. Instigate actions to resolve impediments to performance of the work, and reconvene conference at earliest date feasible.

B. Installer's Inspection of Conditions: 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.

C. Manufacturer's Instructions: 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 contract documents.

D. Inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.

E. Provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerances 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.

F. Recheck measurements and dimensions of the work, as an integral step of starting each installation.

G. 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.

H. Coordinate enclosure (closing-in) of work with inspections and tests, so as to minimize necessity of uncovering work for that purpose.

I. 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/Engineer for final decision.

3.2. The contractor shall include in his/her proposal the cost of all control wiring and its installation for all mechanical equipment including, but not limited to, heating, ventilating and air conditioning systems, ATC systems, boilers, remote monitoring systems, etc. which systems require electrical control wiring. The contractor shall employ a sub-contractor approved by the University for all such control wiring. The sub-contractor shall provide a final certificate of electrical inspection of the control wiring. Installed or control wiring must connect to a point of electrical power supply as shown on the contract documents.

3.3 CHASES, RECESES AND OPENINGS

A. Contractor shall build chases, recesses, openings, channels and flues, and shall leave or create holes where shown on drawings, or where directed for piping, electrical conduits, switchboxes, panelboards, flues and ducts, or any other feature of the mechanical and electrical work. All trades requiring chases, recesses, openings, etc. shall furnish to the Contractor, complete detailed drawings for all chases, recesses and openings required in connection with such work in ample time to allow the construction to proceed without interruption or delay. Comply with requirements of "Submittals" section of these specifications.
1. Contractor shall close, build in and finish around or over all chases, recesses, openings, etc. after installation of mechanical and electrical work has been completed. Should any fail to furnish the above required information in time, he shall, at his own expense, arrange for all cutting, rebuilding, patching and finishing, but shall employ the Contractor whose work must be cut to do so.

2. Contractor shall obtain prior written approval from the Architect/Engineer and the Owner before cutting or boring through beams, floor construction or supporting members.

3.4 SLEEVES, BUILT-IN ITEMS

A. Each trade shall be responsible for furnishing and setting of sleeves, built-in items, anchors, inserts, etc. for his work. Contractor shall build these items into the construction.

1. Comply with requirements of “Submittals” section in the preparation of sleeve drawings.

3.5 CUTTING AND PATCHING

A. General: Do not cut-and-patch structural work in a manner resulting in reduction of load-carrying capacity or load/deflection ratio; submit proposed cutting and patching to Architect/Engineer for structural approval before proceeding. Do not cut-and-patch operational elements and safety-related components in a manner resulting in reduction of capacities to perform in manner intended or resulting in decreased operational-life, increased maintenance, or decreased safety. Do not cut-and-patch work which is exposed on exterior or exposed in occupied spaces of building, in a manner resulting in reduction of visual qualities or resulting in substantial evidence of cut-and-patch work, both as judged solely by Architect. Remove and replace work judged by Architect to be cut-and-patched in a visually unsatisfactory manner.

1. Contractor shall do all cutting, fitting, adjusting and patching as may be required to permit the several parts to properly come together as intended and indicated.
2. Engage original Fabricator/Installer to perform cutting-and-patching of structural work, operational/ safety-related components, and visually exposed work; or, if not available, engage only recognized experts; employ only proven methods.
3. Do not cut or alter work performed under separate contracts without the Architect’s written permission.
4. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and methods needed for proper performance of the work of this Section.
5. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
6. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
7. Examine and verify specific conditions described in individual specification sections.
8. Verify that utility services are available, of the correct characteristics, and in the correct locations.
9. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

B. Materials: Except as otherwise indicated or approved by Architect/Engineer, provide materials for cutting-and-patching which will result in equal-or-better work than work being cut-and-patched, in terms of performance characteristics and including visual effect where applicable. Use materials identical with original materials where feasible and where recognized that satisfactory results can be produced thereby.
C. Temporary Support and Protection: Provide adequate temporary support for work to be cut, to prevent failure. Do not endanger other work. Provide adequate protection of other work during cutting-and-patching, to prevent damage; and provide protection of the work from adverse weather exposure.

D. Cut work using methods least likely to damage work to be retained and work adjoining.
   1. Where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work. Comply with the requirements of applicable sections of Division 2 where cutting-and-patching requires excavating and backfilling.
   2. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
   3. At penetrations of fire rated walls, partitions, ceilings, or floor construction, completely seal voids with fire rated materials in accordance with Section 07841 to full thickness of the penetrated elements.
   4. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

E. Patch with seams, which are durable and as invisible as possible. Comply with specified tolerances for the work.
   1. Where feasible, inspect and test patched areas to demonstrate integrity of work.

F. Restore exposed finishes of patched areas; and, where necessary extend finish restoration onto retained work adjoining, in a manner, which will eliminate evidence of patching.
   1. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.

G. Execute cutting and patching including excavation and fill to complete the work, to uncover work to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide opening in the work for penetrations of mechanical and electrical work, to execute patching to complement adjacent work, and to fit Products together to integrate with other work.

H. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original conditions.

I. ALL CUTTING AND PATCHING SHALL BE CONSIDERED PART OF THE BASE BID PRICE WHEN THE WORK IS REQUIRED AS PART OF THE OVERALL PROJECT. NO ADDITIONAL PAYMENT WILL BE CONSIDERED FOR WORK OF THIS SECTION UNLESS ALL APPLICABLE PARTIES OBTAIN PRIOR AUTHORIZATION OR WRITTEN APPROVAL.

3.6 UNCOVERING AND CORRECTION OF WORK

A. Comply with requirements of the General Conditions of the Contract, and with additional requirements specified herein.
   1. Subsequent Disclosure of Faulty Work: Failure of Owner or Architect/Engineer to exercise powers of rejection or condemnation against the work of the Contractor during construction shall not be construed as an acceptance on Owner's part or Architect/
Engineer's part that Contractor's work has been faithfully performed, if the fact be otherwise.

3.7 PROJECT CONDITIONS

A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

C. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and air from discharge of noxious, toxic substances, and pollutants produced by construction activities. Comply with all governmental and code requirements.

3.8 PREPARATION FOR CUTTING AND PATCHING AND/OR NEW WORK.

A. Prepare surfaces and remove surface finishes to provide for proper installation of work and finishes.

B. Clean substrate surfaces prior to applying next material or substance.

C. Seal cracks or openings of substrate prior to applying next material or substance.

D. Apply manufacturers required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.9 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Owner's Representative and Architect of any discrepancies discovered.

C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to Architect/Engineer and Owner's Representative the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Utilize recognized engineering survey practices.

F. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

   1. Site improvements including but not limited to pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations, etc.
   2. Building foundation, column locations, all floor elevations, stairwells, elevator shafts, machine and mechanical rooms, etc.
   3. All other work as necessary to complete all the requirements of the contract documents.

G. Periodically verify layouts by same means.

H. Maintain a complete and accurate log of control and survey work as it progresses.
3.10 GENERAL INSTALLATION REQUIREMENTS

A. Install Products as specified in individual sections and in accordance with manufacturer’s recommendations.

B. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new Work abuts or aligns with existing, perform a smooth and even transition.

C. When existing finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendations to the Architect and Owner.

3.11 CLEANING AND PROTECTION

A. General: During handling and installation of work at project site, Contractor shall 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.

B. Removal of all debris and rubbish resulting from or relating to the construction work; rubbish shall not be thrown from building openings above the ground floor unless confined within chutes.

1. Progress Cleaning:

a. Maintain areas free of waste material, debris, and rubbish (on a daily basis). Maintain site in a clean and orderly condition, as determined by the Owner.

b. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

c. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

d. Collect and remove waste materials, debris, and rubbish from site periodically and dispose of off-site.

e. Protect installed work and provide special protection where specified in individual specification sections.

f. Provide temporary and removable protection for installed Products. Control activity during and after installation in the immediate work area to prevent damage.

g. Protect finished floors and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials appropriate for the task involved.

C. Limiting Exposures of Work: To extent possible through reasonable control and protection methods, Contractor shall 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.

D. Construction Debris: The Contractor shall intermittently remove waste and rubble so that at no time shall there be undue accumulations. Upon completion, the Contractor shall dress up all areas affected by this work whether inside or outside the boundary of the Project. Loading, crating, hauling and dumping will be at the contractor’s expense.

E. Rubbish: The Contractor shall provide covered metal trash cans in sufficient quantity to accept the accumulation of rubbish and garbage from lunch and the like of employees of all Contractors working on site.

1. The Contractor shall instruct his and his subcontractors’ employees to deposit their trash and garbage in these containers and not elsewhere about the site; and also not to use the containers for construction scraps, rubbish, trash and surplus materials.

2. The Contractor shall empty these containers daily and haul the rubbish to a legal disposal site off the property.

F. Roads and Pathways:

1. The Contractor is responsible for the removal of construction dirt and debris in public areas on the site and in the surrounding areas serving the site.

2. Dirt and mud tracked onto streets by the Contractor or its subcontractors is to be immediately cleaned up by the Contractor to the satisfaction of the Owner and the local municipal authorities.

G. Trucks: All trucks leaving the construction area are to be covered in accordance with NJDOT over the road requirements. Trucks leaving the site are to be clean and free of mud or other materials.

H. Quality Assurance: University streets and pathways are to be maintained in a clean safe condition at all times. Under no circumstances shall the Contractor leave the site each day without inspecting and verifying that streets and paths to the construction site, access areas, lay down areas, and gates in the area of the site are clean of all construction related materials and are clean and sage for use by the Rowan University population. The Contractor will immediately correct any violation of this provision upon notification by the Owner.

3.12 CONSERVATION AND SALVAGE

A. General: It is a general procedural requirement for Contractor’s supervision and administration of the work that construction operations be carried out with maximum practical consideration for conservation of energy, water and materials; and with maximum practical consideration for salvaging materials and equipment involved in performance of the work but not incorporated therein.

END OF SECTION 012400
SECTION 012500 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 SUMMARY

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

B. Related Sections include the following:

1. Division 1 Section "Allowances" for procedural requirements for handling and processing allowances.
2. Division 1 Section "Unit Prices" for administrative requirements for using unit prices.
3. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect may issue through Owners project manager supplemental instructions authorizing Changes in the Work, not involving adjustment to the Contract Time, as “Architects Supplemental Instructions” (ASI). Architects Supplemental Instructions may or may not involve adjustments to the contract sum. THERE WILL BE NO ADJUSTMENTS TO THE CONTRACT TIME ALLOWED FOR THIS PROJECT.

1. For ASI’s involving no adjustment to the contract sum or time, the contractor is authorized to execute the change or clarification immediately.
2. For ASI’s resulting in an adjustment to the contract sum, do not consider them instructions either to stop work in progress or to execute the proposed change without obtaining written authorization from the Owner. Written authorization can include the provisions of the general conditions, Article 14, paragraphs 14.5.3 and 14.7.1, an approved change order or a Construction Change Directive.

1.4 PROPOSAL REQUESTS

A. In the event the Contractor believes that any change directed by the Owner or Architect would entitle it to additional compensation to complete its work under this contract, the Contractor shall immediately notify the Owners project manager of this fact WITHIN 48 HOURS OF RECEIPT OF THE CHANGE REQUESTED. The contractor shall then prepare and submit an original of the Change Order Request (COR) with all supporting documentation to the Owners project manager and submit two (2) copies of the Change Order Request (COR) with all supporting documentation to the Architect and University within five (5) calendar days of its receipt of the directive by the Owner and/or Architect.

B. Owner-Initiated Proposal Requests: Owner may issue proposal requests or may have the Architect issue such requests. In any event a detailed description of proposed changes in the...
Work will be submitted to the contractor that may require adjustment to the Contract Sum. THERE WILL BE NO ADJUSTMENTS TO TIME FOR ANY GIVEN CHANGE ORDER REQUESTED. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. For ASI’s resulting in adjustments to the contract sum, do not consider them instructions either to stop work in progress or to execute the proposed change without first obtaining written authorization from the Owner.

2. If the contractor feels the ASI or proposal request requires a change to the contract sum then the contractor shall notify the Owners project manager of this fact within 48 hours of receipt of the ASI or OIPR directive.

3. Within five (5) business days after receipt of directive, ASI or proposal request from the Owner, submit a Change Order Request estimating cost adjustments to the Contract Sum necessary to execute the change. The contractor shall then prepare and submit an original of the Change Order Request (COR) with all supporting documentation to the Owners project manager and submit two (2) copies of the COR with all supporting documentation to the architect.
   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor directly attributable to the change.
      1) Labor shall be broken down by man-hours, hourly wages, fringe benefits per hour and any other benefits payable.
   d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float however the date of Substantial and Final Completion cannot be extended.

C. In the event that the Contractor encounters a condition that it considers a change, the Contractor shall immediately notify the Owners Project Manager prior to disturbing the condition and shall then prepare and submit an original of the COR with all supporting documentation to the Owners project manager and two (2) copies of a Change Order Request with all required supporting documentation to the architect within five (5) calendar days of encountering the condition. The condition shall not be disturbed until the Project Manager has inspected the condition.

D. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a Change Order Request (COR) to Owners project manager. The contractor shall prepare and submit one (1) original of the COR with all supporting documentation to the Owners project manager and submit two (2) copies of the COR with all supporting documentation to the architect.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum.
   2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
   4. Include costs of labor and supervision directly attributable to the change.
   5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float however the date of Substantial and
Final Completion cannot be extended.
6. Comply with requirements in General Conditions Article 4.15 if the proposed change requires substitution of one product or system for product or system specified.


1.5 ALLOWANCES (IF APPLICABLE ON A GIVEN PROJECT)

A. Allowance Adjustment: To adjust allowance amounts, base each Allowance Request Proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins. Only allowances included as part of the Bid Price will be considered for an Allowance Authorization. All other Proposals must be hard costed.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within ten (10) business days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than ten (10) business days after such authorization.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

C. Use the same procedure(s) followed for handling Change Order Requests (COR's) and Change Orders with Allowances (except use Allowance Forms rather than Change Order Forms).

1.6 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Change Order Request (COR), the Owner will direct the Architect to issue a Change Order for signatures of the Contractor and Owner on AIA Document G701.

1. The Change Order breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, sub-contract and overhead costs as well as profit. Any amount proposed for sub-contracts shall be supported by a similar price breakdown.

B. Each Change Order must contain a detailed description of the change and the amount by which the Contract Price will be increased or decreased.

C. COMPUTATION OF ADDITIONAL COMPENSATION

1. In connection with any request for additional compensation the Contractor shall furnish a price breakdown, as follows:
a. Labor shall be broken down by the man-hour, hourly wages, fringe benefits per hour and any other benefits payable by the Contractor;
b. Materials shall be broken down by quantity and unit prices.

2. Unless otherwise directed, the breakdown shall cover all work involved in the change whether such work was deleted, added or changed.
3. The breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, sub-contract and overhead costs as well as profit. Any amount proposed for sub-contracts shall be supported by a similar price breakdown.
4. The following rates shall apply in computing indirect costs and profit for the negotiation of additional compensation under all provisions of this contract, which provide for such adjustments that do not exceed twenty-five thousand dollars ($25,000.00). The resulting change in the contract amount will include the indirect impact cost of extended performance computed in accordance with the terms of this article and no further consideration of such costs arising from the specific modification will be given. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. If not negotiated prior to the start of construction then the rates herein designated shall apply. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and deleted work, the applicable percentages shall be applied to the net cost or credit. In any event, the percentages shall not exceed the sum of the following:

a. Overhead will be the sum of ten percent (10%) of direct labor costs.
   1) For the purpose of the article, the term direct labor shall include all labor by contractor’s employees necessary to perform the actual work on site. Foremen, equipment operators and skilled, semi-skilled and common laborers directly assigned to the specific operation are direct labor; project managers, superintendents, office personnel, and subcontractors are not direct labor.
   2) The term direct labor costs shall consist of the contract or actual payroll rate of wage per hour and fringe benefits paid for each and every hour that such employees are actually engaged in the performance of the work. Overhead will be the sum of ten percent (10) % of direct material costs.

b. Overhead will be the sum of ten percent (10%) of direct material costs.
   1) For the purpose of the article, the term direct material costs shall consist of the actual costs of the materials, including applicable tax and transportation charges.

c. For rented equipment, an hourly rental rate will be used which will be determined by using the monthly rental rates taken from the current edition of the rental rate blue book for construction equipment and dividing it by one hundred seventy-six (176). An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rate listed in the aforesaid rental book. The contractor will be allowed only sixty-five percent (65%) of the rental rate on contractor owned equipment.

d. Bond premiums, insurance, payroll taxes and travel subsistence, if applicable, will be allowed at actual cost (only) for the equitable adjustment allowed. No mark-up will be allowed for overhead on these indirect cost items.

e. The contractor’s profit on the sub-contractor’s work will be five percent (5%) of the sub-contractor’s costs. Sub-contractor indirect costs will be computed in the same manner as for the contractor. The contractor agrees to incorporate this article in each of its sub-contracts.

f. A profit of six percent (6%) where profit is allowable by the terms of the applicable contract provision shall be added to the contractor’s total cost for the equitable adjustment allowed for the work conducted by the contractors own workforce. Indirect costs will not be duplicated in direct costs.

g. When more than one (1) tier of sub-contractors exists, they shall be treated as one (1) sub-contractor for the purpose of mark-ups.

D. ANY CONTRACTOR PERFORMING CHANGE ORDER WORK WITHOUT WRITTEN APPROVAL FROM THE OWNER DOES SO AT ITS OWN RISK.
1. Only the signature of an Assistant Vice President or above is authorized to give approval of a Change Order Request (COR) or Change Order (CO). The Owners project manager is not authorized to approve change orders. The project manager is only authorized to verify the work in question is in addition to or outside the scope of work delineated on the original contract documents.

1.7 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PERFORMANCE OF CHANGE ORDER WORK

A. A contractor who performs any scope of work associated with a change order or allowance (if allowances are applicable on a given project) without receiving proper approval in accordance with all contract document requirements hereof does so at its own risk. The Contractor shall have waived any and all claims for additional compensation related to said changes or conditions encountered.

END OF SECTION 012500
SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 SUMMARY
A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:
   1. Division 1 Section "Allowances" for procedural requirements governing handling and processing of allowances.
   2. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
   3. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   4. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

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

1.4 SCHEDULE OF VALUES
A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

   1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
      a. Application for Payment forms with Continuation Sheets.
      b. Submittals Schedule.
   2. Submit the Schedule of Values submission to Architect and Owners Construction Manager in accordance with the general conditions and general conduct of work.
   3. Sub schedules: Where the Work is separated into phases requiring separately phased payments, provide sub schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar values
   h. Cost totals.
      1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
   a. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site.
   b. The University may, in its sole discretion, pay the Contractor for material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the contractor at locations other than the site may also be taken into consideration if (1) such consideration is specifically authorized by the contract and (2) the contractor furnishes a form entitled "Contractor's Summary of Stored Materials" and agreement and bill of sale certification, respectively, for stored materials and (3) the contractor furnishes evidence of insurance for said materials or a bonded warehousing agreement.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities. Allowances will only be accepted for items listed in the Bid Documents.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place must be shown as separate line items in the Schedule of Values.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
   a. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.

1.5 APPLICATIONS FOR PAYMENT
A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
2. Submit three (3) copies of each Application for Payment, at least five (5) business days prior to the actual submission date as specified. This Application will be reviewed and adjusted by all parties (Architect, Owner and Contractor) at a "PENCIL COPY REVIEW" meeting prior to final approval.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: The date for each progress payment is per the General Conditions. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days before the date for each progress payment.

D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Project Manager will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit 3 (three) signed and notarized original copies of each Application for Payment to Project Manager by a method ensuring receipt within 24 hours. All copies shall include 'Attachment to G702- Certification for Payment", Release of Liens Forms (included in the Contract Documents) entirely completed for the contractor, all subcontractors and anyone else whose payment is listed in the Schedule of Values for the application being requested, AIA G706 A-Contractors Affidavit…, Certified Payrolls and Monthly Work Force Reports, updated and current Construction Schedule, updated and current Submittal Log, and current Project Photograph's.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Release of Mechanic's Lien: With each Application for Payment, submit partial or final releases of mechanic's lien (as may apply) from every entity that is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or proceeded by final waivers from every entity involved with performance of the Work covered by the application that is lawfully entitled to a lien.
5. Release Forms: Submit release of lien on forms, executed in a manner acceptable to Owner. (Use Form listed in Division 0 of the Specifications).
H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
   a) A final schedule must be submitted prior to Owners payment of the second (2\textsuperscript{nd}) progress payment.
4. Products list.
5. Schedule of unit prices.
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
11. Initial progress report.
13. Certificates of insurance and insurance policies.
15. Data needed to acquire Owner's insurance.
16. Initial settlement survey and damage report if required.
17. Current construction photographs as specified herein.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

K. When Owner or Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one (1) copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1. Any other information or documentation required by other provisions of the contract.
documents shall be supplied.

L. In order to be proper an Application for Payment must include the following as applicable:

1. Total amount, payee name and address, department/agency, payee declaration, payee reference number and identification number.
2. Contract number, contractor’s name, period of the Application, completion date, number of sheets, amount due this period, amount to date, retainage, certification by payee, certification signed by the Project Manager and Architect and approval of payment signed by the contracting officer or his/her designee, previous payment requests, total deductions and additions.
3. In making progress payments for work, the University will retain two percent (2%) of the approved invoice of payment until final acceptance and completion of all work covered by the contract.
4. After fifty percent (50%) of the work has been completed, upon written request by the contractor and provided the contracting officer determines that the contractor’s performance and progress have been satisfactory, the University will make partial payments thereafter in full of the approved payment amount. If, however, progress is not maintained in accordance with the approved schedule, the contracting officer may elect to reinstitute retainage of two percent (2%) of amounts due to the contractor. The contracting officer shall have the sole authority to determine whether contractor’s performance and progress warrant waiver of two percent (2%) retainage.

M. Upon acceptance and completion of each building or other clearly definable severable portion of the contract work for which the price is stated separately within the contract, payment may be made in full at the discretion of the contracting officer including retained percentages thereon less authorized deductions.

N. All authorized Applications are to be sent to the Owners authorized representative at the address provided at the pre-construction conference. Receipt shall start the prompt payment clock unless returned to the contractor for correction within thirty (30) calendar days after receipt. Reference section 10.2.4 (d) of the General Conditions.

1.6 FINAL PAYMENT

A. Upon final acceptance, the amount due the contractor under this contract shall be paid upon satisfactory completion by the contractor of all contract close-out requirements as required by the University, completion of a University audit on all contract values and payments and after the contractor shall have furnished the University with a final release of liens from the contractor and all subcontractors, sub-subcontractors, vendors, suppliers and any other entity affiliated with the contractor for completion of this project of any and all claims against the University arising by virtue of this contract other than claims in stated amounts as may be specifically excepted by the contractor from the release.

B. Upon satisfying the above conditions, the contractor shall submit a properly executed Application for Final Payment to the University through the Project Manager. The University Controller shall date stamp the Application. This action by the University Controller shall constitute receipt of a properly executed State invoice application.

C. If, for any reason, the contractor refuses final payment, the project shall be closed-out by the University unilaterally processing a final acceptance certificate. The University will hold all residual funds in escrow until all claims of the University and all contractors are satisfied.

END OF SECTION 012900
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, general conduct of the Work and Special Requirements, Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 SUMMARY

A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination Drawings.
4. Administrative and supervisory personnel.
5. Cleaning and protection.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Field Engineering" specifies procedures for field engineering services, including establishment of benchmarks and control points.
2. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
3. Division 1 Section "Contract Closeout" for coordinating contract closeout.

1.3 COORDINATION

A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
3. Make provisions to accommodate items scheduled for later installation.

B. The mechanical electrical and fire protection drawings are diagrammatic only and are not intended to show the alignment, physical locations or configurations of such work. Such work shall be coordinated by the Contractor and shall be installed to clear all obstructions, permit proper clearances for the work of other trades, satisfy all code requirements and present an orderly appearance where exposed at no additional cost to the Owner.

C. 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.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Prepare and coordinate scheduling, delivery and processing of submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
2. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
3. Coordinate space requirements, supports, and installation of mechanical and electrical work, which are indicated diagrammatically on the Drawings. Follow routing shown for pipes, ducts and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.
5. Progress meetings.
6. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
7. Coordinate completion and clean-up of work of separate sections.
8. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner’s activities.
9. Project closeout activities.

E. Conservation: Coordinate construction operations to assure 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.

1.4 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 Section "Submittals."
   a. Note the coordination drawing submittal requirements under Section 013300 "Submittals", paragraph 2.3.9

B. Staff Names: Within fifteen (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, and the temporary field office.

PART 2 - EXECUTION

2.1 GENERAL COORDINATION PROVISIONS
A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

2.2 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.

END OF SECTION 013100
SECTION 013200 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions (Contract Administration Division Section D), General Conduct of the Work and Special Requirements, and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 SUBMITTALS

A. Within three (3) days after the date established in the Notice to Proceed, University Contract and/or purchase order submit preliminary schedule indicating the scope of work for the duration of the project. A Gantt chart format will be acceptable however the final approved schedule must be in both a Gantt chart and CPM schedule format. If another method other than CPM is used the critical path and float time must be established and programmed into the schedule.

B. Initial Working CPM Schedule Submittal: To the extent necessary for the Contractor to reflect in the arrow diagram the plan for completion of this contract, the contractor shall meet with and furnish all necessary information for the preparation of the scheduling system within ten (10) calendar days after award of this contract. This information shall include, but not necessarily be limited to, logical sequencing of work operations; activity time estimated, intended crew flow, activity costs and estimated manpower requirements of each activity.

1. The contractor shall be responsible to reflect all sub-contractor work as well as his/her own work in proper coordinated sequence on the network diagram. The contractor shall be prepared to meet as many times as necessary with the Project Manager for the timely development of the project schedule.

1.3 SCHEDULE FORMAT

A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number. At a minimum provide the following.

1. Include a separate bar for each portion of work or operation.
2. Identify the first workday of each week.
3. Identify each critical path task or portion of work.
4. Identify task durations, predecessors and dependent tasks.
5. Identify milestone dates for completion/start of each critical path element.

B. The contractor shall utilize the earliest scheduled start and finish dates in planning, coordinating and performing the work under this contract including all activities of sub-contractors, equipment vendors and suppliers.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

Rowan University
Office of Social Justice Renovations at Hawthorn Hall
Rowan Project No. 77609
CONSTRUCTION PROGRESS SCHEDULE

May 24, 2018
Section 013200 - 1
3.1 CONTENT

A. Construction logic and activity time durations shall be established by the contractor subject to approval by the Owner’s Project Manager consistent with contract requirements and reflective of proper coordination between trades.

B. The Owner’s Project Manager shall establish the specific level of detail to be reflected in the scheduling system.

C. Seasonal weather conditions shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures for the completion of all contract work within the allotted contract time. In addition, appropriate allowances shall be made for anticipated time losses due to normal rain and snow conditions by statistically expanding the estimated time durations for weather sensitive activities with the constraint that the substantial completion deadline cannot change.

D. The coordinated combined Progress Schedule the Contractor will develop shall incorporate the schedules of all Prime Contractors engaged on the project. The Schedule shall be in a form as specified herein and elsewhere in the contract documents and in sufficient detail to satisfy the Architect/Engineer and the University.

E. If applicable, the Contractor shall submit copies of his initial draft of this Schedule to all Prime Contractors. Each Prime Contractor shall then prepare a Progress Schedule for his own work, properly coordinated with the General Construction Contractor’s initial draft and then submit it to the General Construction Contractor for his preparation of the final draft of a Single Coordinated Progress Schedule. Contract Requisitions will not be processed by the University until and unless such a single coordinated Progress Schedule shall have been submitted to and approved by the University Project Manager and/or Contracting Officer. This submission shall be no later than thirty (30) calendar days after the award of the Contract. If any Prime Contractor delays his submission, the Project Schedule will be submitted without his input and any payments otherwise due him will be withheld until he complies.

F. The Progress Schedule based upon the Contractor’s logic and time estimates shall indicate, in suitable detail for display, all significant features of the Work of each Contractor, including the placing of orders and anticipated delivery dates for critical items and all other critical path activities, submissions and approvals of Shop Drawings, all work activities to be performed by each Contractor and the beginning and time durations thereof, float time and the dates of substantial and final completion of the various branches of the Work.

   1. Show complete sequence of construction activity, with dates for beginning and completion of each element of construction.
   2. Identify each item by specification section number or per bid form breakdown.
   3. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
   4. Indicate delivery dates as milestones for Owner-furnished items and any critical path items.
   5. Provide legend for symbols and abbreviations used.
   6. Show critical path tasks; differentiate them from other construction tasks.
   7. Schedule will be based upon a five-day workweek.

3.2 REVIEW AND EVALUATION OF SCHEDULE

A. Review and Approval of Initial Working Schedule: Within ten (10) calendar days after receipt of the initial arrow diagram and computer produced schedule, the University’s representative shall meet with the contractor and for joint review, correction or adjustment of the proposed plan and
schedule to evaluate the cost values assigned to each activity. Within ten (10) calendar days after the joint review, the Contractor will revise the arrow diagram and the computer-produced schedule in accordance with agreement reached during the joint review and shall submit two (2) copies each of the revised arrow diagram, computer produced schedule and cost requisition to the University. The resubmission will be reviewed by the University and, if found to be as previously agreed upon, will be approved. An approved copy of each will be returned to the Contractor. The contractor shall review the schedule to insure that it reflects all changes agreed to, and, if all changes have been made, the contractor shall approve and sign the network diagrams, computer produced schedule and cost requisition listing at that time. Approval will be without reservation and the contractor will be deemed to have accepted the schedule as adequate, proper and binding in all respects and shall not raise objections to the schedule. After the network diagrams, computer-produced schedule and cost requisition listing have been signed, the Contractor shall forward one (1) set of signed copies of all scheduling documents to the University Project Manager. The arrow diagram and the computer-produced schedule with approved signatures shall constitute the project work schedule until subsequently revised in accordance with the requirements of this section.

B. Evaluate project status to determine work behind schedule and work ahead of schedule. Submit revised recovery schedule with action plan to bring "behind schedule" tasks and milestones back into original timeline.

3.3 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.

1. Updated schedules must be submitted at each progress meeting and with each application for payment or as required by Architect or Owner. These schedules must include the following:
   a. approved changes in activity sequencing;
   b. changes in activity durations for unstarted or partially completed activities where agreed upon;
   c. the effect to the network of any delays in any activities in progress and/or the impact of known delays, which are expected to affect future work;
   d. the effect of contractor modifications; i.e., activity durations, logic and cost estimates; to the network;
   e. changes to activity logic where agreed upon to reflect revision in the contractor's work plan; i.e., changes in activity duration, cost estimates and activity sequences for the purpose of regaining lost time or improving progress;
   f. changes to milestones, and due dates (except substantial completion) which have been agreed upon by the University since the last revision of the schedule.

B. At the same time the network is updated, the contractor and the University's representative shall jointly make entries on the preceding network diagram schedule to show actual progress, to identify those activities started by date and those completed by date during the previous period to show the estimated time required to complete each activity started but not yet completed, to show activity percent completed and to reflect any changes in the arrow diagram approved in accordance with the preceding paragraph. After completion of the joint review and the University's approval of all entries, the Contractor will submit updated network diagrams and an updated computer produced calendar dated schedule to the University and the contractor.

1. The resultant computer print-out and network diagrams shall be recognized by the contractor as solely his/her updated construction schedule to complete all remaining contractor work except that portion affected by interim University decisions.
3.4 DISTRIBUTION OF SCHEDULES

A. Upon approval at each level of schedule development (preliminary, final for Contractors work and Single Coordinated including all Prime Contractors work) the Contractor shall prepare and distribute (10) copies of the schedule at each level to the University. The Contractor shall also prepare and distribute two (2) copies of the final schedule showing Prime Contractors work to each Prime Contractor. In the event a new Prime Contractor is added to the job the General Construction Contractor shall furnish a revised schedule immediately with copies as indicated. The final coordinated schedule shall be signed and dated by all Prime Contractors involved and shall become part of the contract documents.

B. Distribute copies of updated (current) schedules to Contractors project site file, subcontractors, suppliers, Architect and Owner at each bi-weekly progress meeting. Also submit an updated (current) schedule with each Application for Payment or more often as required by the Architect and/or Owner.

3.5 SCHEDULE ADJUSTMENTS

A. Upon Owner and/or Architect request, if Contractor falls behind the approved schedule, the Contractor must submit a revised schedule to show how the Contractor intends to accomplish the completion of the work within the original contract time.

1. Within seven (7) days after receipt of notice from the Owner, the contractor shall submit to the University in writing an explanation of corrective action taken or proposed. The contracting officer shall make a decision binding on all parties after reviewing the written submissions.

B. Responsibility for Completion: The contractor agrees that whenever it becomes apparent from the current monthly computer produced calendar dated schedule that any contract completion date will not be met, he/she will take some or all of the following actions at no additional cost to the University.

1. increase construction manpower in such trades and numbers as will substantially eliminate the backlog of work in the opinion of the Construction Manager and contracting officer
2. increase the number of working hours per shift, shifts per working days, working days per week or the amount of construction equipment of any combination of the foregoing sufficiently to substantially eliminate the backlog of work in the judgment of the Construction Manager and contracting officer
3. reschedule activities to achieve maximum practical concurrence of accomplishment of activities

C. Lost time due to weather conditions will not accrue nor be credited to Contractor for weather delays with time added to the Substantial Completion milestone deadline. No weather delays will be granted once the building is under roof.

3.6 BI-WEEKLY REPORTING

A. Upon request from the Owner, the Contractor shall furnish for approval, his proposed operating schedule for the next immediate two-week period of time. This schedule will be submitted at each bi-weekly progress meeting along with the overall updated schedule.

1. Every two (2) weeks, the Architect will conduct a coordination and scheduling meeting on the job site. At this meeting, the contractor shall provide detailed information in the form of a bar chart schedule regarding the work schedule to be performed during the
upcoming two (2) weeks. Bi-weekly scheduling by the contractor shall be in accordance with the priorities and degree of concurrent work required by the official schedule for the project. The contractor shall be prepared to explain a difference between the contractor's bi-weekly schedules and the priorities required by the latest updating of the official schedule.

2. At the bi-weekly scheduling meeting, the Owner and Architect shall review the bar charts for the preceding two (2) weeks and the contractor shall report the progress actually achieved for each activity, which was scheduled to be performed during the two (2) weeks, including the actual dates on which the work was performed. The contractor agrees that this information shall constitute the official historical record of project progress. At each bi-weekly scheduling meeting, the contractor shall document any current delays to work operations. In addition, the contractor shall provide any available information regarding any potential delays, which they anticipate; i.e., procurement delays, expected strikes, etc.

3. Following the bi-weekly scheduling meeting, the Contractor shall issue to the Owner and Architect a new set of bi-weekly bar charts as developed at the meeting, which shall constitute the construction schedule for the upcoming two (2) weeks. The Contractor shall also issue a narrative bi-weekly progress analysis documenting progress achieved during the preceding two (2) weeks and analyze delays reported to constitute current or anticipated impacts to timely construction. The revised bar chart schedule and progress narrative shall agree with the meeting minutes and items discussed and agreed to at the bi-weekly meeting.

4. The contractor shall be represented at the bi-weekly scheduling meeting by their Construction Manager who shall have complete authority to provide the information required for the development of the next two (2) weeks bar chart schedule, documentation of past progress and documentation of delays. The contractor representatives shall also be authorized to discuss correction action planned to overcome delaying conditions at these meetings.

3.7 DAILY REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at the 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. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions...
and the Contract Documents prepare and submit a detailed report. Submit with requests for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

END OF SECTION 013200
SECTION 013300 SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, General Conduct of the Work, Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 SUMMARY

A. This Section augments requirements set forth in the General Conditions and specifies administrative and procedural requirements for submittals required for performance of the Work, including:

1. Contractor’s Use of Architect’s CAD Files.
2. Shop Drawings.
3. Product Data.
4. Samples.
5. Informational Submittals.
6. Delegated Design.

B. Administrative Submittals: Refer to General Conditions, other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

1. Permits.
2. Contractor’s Construction Schedule.
4. Schedule of Values.
5. Applications for payment.

C. Related Sections include the following:

1. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
2. Division 1 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
3. Division 1 Section "Closeout Procedures" for submitting warranties.
4. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
5. Division 1 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner’s personnel.
6. Divisions 2 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS
A. Action Submittals: Written and graphic information that requires Architect and Construction Manager's responsive action.

B. Informational Submittals: Written information that does not require Architect and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

C. Concurrent Review: Simultaneous review by Architect and other discipline(s).

D. Shop Drawings: Original fabrication drawings.

E. Product Data: Manufacturer's standard product literature and samples.

1.4 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
   a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Submittals Schedule: Comply with General Conditions and other requirements of the Contract Administration Division. A submittal schedule will be developed by the Contractor within 10 working days of Notice to Proceed and approved by the Architect within 10 working days after receipt for review.

1. Follow the submittal requirements listed in this Section and elsewhere throughout the Contract Documents however and in addition to submittals required in other specification sections, one (1) copy of all HVAC, sprinkler, plumbing, electrical, and control system submittal must be forwarded to the Owners Project Manager. At minimum, for submittals other than those listed under this item a transmittal must be forwarded to the Project Manager.

C. Contractor shall record all submittal information on the required “Submittal Log”. Distribute Log at each progress meeting.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 5 working days for review of each resubmittal.

4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 10 working days for initial review of each submittal. Submittal will be returned to Contractor through Architect. Submittals in the following sections require concurrent consultant review.
review:
a. Division 3: All Sections.
b. Division 5: Sections 05120 “Structural Steel”, 05310 “Steel Deck”, 05300 “Steel Joists.
c. Division 9: Acoustic Sections
d. Division 13-49: All Sections.

5. Concurrent Transmittal to Consultant: Where indicated above and acceptable to Architect, Contractor may transmit submittals directly to Architect’s consultants in the required number of copies, while at the same time transmitting two additional copies of the entire submittal including the transmittal to the Architect.

6. Concurrent Transmittal to Owner:
a. Transmit two (2) additional copies of all shop drawings, product data and coordination drawings and coordination drawings and one (1) set of each sample submittal to Owner’s Project Manager.

E. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor’s review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name and address of Architect.
   d. Name and address of Contractor.
   e. Name and address of subcontractor.
   f. Name and address of supplier.
   g. Name of manufacturer.
   h. Submittal number or other unique identifier, including revision identifier.
      1) Architect will assign own numbers to each submittal, which may be different than those assigned by the Contractor.
   i. Number and title of appropriate Specification Section, and Keynote reference where applicable.
   j. Drawing number and detail references, as appropriate.
   k. Other necessary identification.

F. Deviations: Encircle or otherwise specifically identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit specified number of copies of submittal to concurrent reviewer in addition to one complete copy and transmittal to Architect.
2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Provide locations on form for the following information:
   a. Project name.
   b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Specification Section number and title.
i. Drawing number and detail references, as appropriate.
j. Submittal and transmittal distribution record.
k. Remarks.
l. Signature of transmitter.

2. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor’s Certification that information complies with Contract Document requirements.

I. Contractor’s Certification: All scale and full-size shop, erection or setting drawings, roughing drawings, sleeve and opening drawings, product data, and samples shall be examined and checked by qualified technical employees of Contractor as to accuracy, completeness and compliance with all contract documents prior to submission to the Architect for his review. These drawings, data and samples shall be stamped and signed by Contractor certifying to such examination and compliance. Any drawings, data and samples not checked, stamped, and signed by Contractor will be returned unchecked, to Contractor. Contractor will be held responsible for any delay in the progress of the work due to his failure to observe these requirements, and the time for the completion of his contract will not be extended on account of his failure to submit drawings, data and samples promptly in accordance herewith.

J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked “No Exceptions Taken”, or “Make Corrections Noted”.

K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, and authorities having jurisdiction, and others as necessary for performance of construction activities. Furnish one (1) copy of final submittals to Owner. Show distribution on transmittal forms.

L. Use for Construction: Use only final submittals with mark indicating “No Exceptions Taken” or “Make Corrections Noted” by Architect.

M. In instances where sepias, shop drawings and/or erection of drawings of a scale larger than the contract drawings are prepared by a contract, such drawings and sepias will be accepted in lieu of marked-up contract drawings provided they are updated according to the contract documents. A master sheet of the same dimensions as the contract drawings shall be prepared by the contractor on a tracing which shall indicate, sheet by sheet, a cross-reference to all shop drawings pertaining to that drawing. All drawings and sepias as required by Section 2.8 F below, shall be labeled "as-built" and dated above the tile block.

1.5 CONTRACTOR’S USE OF ARCHITECT’S CAD FILES

A. General: Architect may provide electronic copies of CAD files of the Contract Drawings for Contractor’s use in preparing submittals subject to execution by the Contractor of a waiver and payment to the Architect for this service in the amount of $250. In accordance with the
language of the waiver, the agreement is non-transferable by the Contractor to any Subcontractor, from any Subcontractor to the Contractor or from any Subcontractor to another Subcontractor. A separate waiver and payment is required for each individual contractor or subcontractor requesting electronic copies of CAD Drawings.

1. A sample copy of the waiver is included at the end of this Section. Upon request, Architect will provide an original.
2. This service is not available prior to the award of the contract.
3. Architect’s consultants may or may not provide CAD files under the above agreement. Such consultants reserve the right to refuse to provide CAD files, regardless of whether or not the aforementioned waiver and fee agreement is executed. Consultants may, if they agree to provide CAD files, attach additional conditions to those listed above and below. Architect’s consultants include the following disciplines: civil, landscape, structural, mechanical, electrical, plumbing, and fire protection. Architect will advise Contractor if any consultants will not provide CAD files prior to executing above agreement.
4. CAD files will be provided in AutoCAD 2002 format or newer version only.
5. CAD files will be provided in Architect’s office standard conventions for file structure, file names, layering standards, drafting standards, etc. Architect will not make revisions to these standards for the convenience of the Contractor.
6. CAD files may or may not contain differences from the Contract Documents, including work and information related, but not limited to, alternate designs, obsolete designs, addenda, bulletins, construction sketches, and informational sketches. Such differences may or may not be clearly indicated. Where such differences are found, they do not supersede the Contract Documents.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. When the following are specified in individual sections, submit them for review:

1. Shop drawings.
2. Samples for selection.
3. Samples for verification.
4. HVAC Test and Balance Reports.

C. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

D. Architect will consult with the Owner prior to rendering a decision or approval.

2.2 PRODUCT DATA

A. Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operation and maintenance manuals.
k. Compliance with specified referenced standards.
l. Testing by recognized testing agency.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples. Each item of materials listed shall be marked "as specified" or "unspecified" as the case may be.

5. Number of Copies: Submit one original and three copies. For color charts submit four original color charts. One original and one copy will be returned. Reproduction for distribution to subcontractors, manufacturers, fabricators and suppliers is the responsibility of the Contractor.
a. Concurrent Submittals to Consultants: Submit one original and three copies to concurrent reviewer and two copies to Architect. In the case of color charts and other non-reproducible information, submit four originals to concurrent reviewer and two original to Architect.
b. Concurrent Submittals to Owner: Submit one (1) copy.
c. Copy Owner with any transmittals for Product data sent to Architect or Consultants.

2.3 SHOP DRAWINGS:

A. Shop Drawings:

1. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

2. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
a. Dimensions.
b. Identification of products.
c. Fabrication and installation drawings.
d. Roughing-in and setting diagrams.
e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
f. Shopwork manufacturing instructions.
g. Templates and patterns.
h. Schedules.
i. Design calculations.
j. Compliance with specified standards.
k. Notation of coordination requirements.
l. Notation of dimensions established by field measurement.
m. Relationship to adjoining construction clearly indicated.
n. Seal and signature of professional engineer if specified.
o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches.

4. Number of Copies: Submit one original (Contractor’s option of bond print or correctable translucent reproducible print) and three additional copies. One original and one copy will be returned. Reproduction for distribution to subcontractors, manufacturers, fabricators and suppliers is the responsibility of the Contractor.
a. Concurrent Submittals: Submit one original and three copies to concurrent reviewer and two copies to Architect.
b. Concurrent Submittals to Owner: Submit one (1) copy to Owner
c. Copy Owner with any transmittals for Product data sent to Architect or Consultants.

5. Special Types of Shop Drawings:
   a. Sleeve and Opening Drawings: Comply with requirements set forth in the General Conditions.
      1) Comply with shop drawing requirements for submittal and review as specified in this Section.
   b. Roughing Drawings: Furnish manufacturers certified roughing drawings, indicating accurate locations and sizes of all service utility connections, for machinery and equipment requiring such connections. Submit roughing drawings together with shop drawings for respective machinery and equipment.

6. Mechanical/Electrical Shop Drawing Minimum Requirements: Shop Drawings prepared by mechanical specialty trades shall comply with the following minimum requirements:
   a. The accurate dimensions locate all horizontal ducts from column centerline. Locate all offsets, transitions, elbows, fire dampers, registers, grilles and diffusers.
   b. All components shall be located to avoid recessed lighting, piping, conduits, cable trays and other in-plenum assemblies and where required shall be located so as to provide access to the component through removable ceiling material panels or access doors.
   c. Vertical riser ducts shall be located and dimensioned from column centerlines in two (2) directions. Each vertical duct riser shall be shown in its total length when concealed inside of a shaft.
   d. Each horizontal duct run shall be drawn to scale and size (width and depth noted) and an ELEVATION (bottom of duct) be clearly noted. This elevation shall clear all beams in the floor above and the ceiling construction below.
   e. Sheet metal shop drawings shall be made using not less than ¼” scale per foot; increase scale as required in congested areas or as directed by the Contractor.

7. All piping, including fire protection, storm, sanitary, domestic, heating and cooling systems.
   a. Give location of lines from column centerlines, indicate size, indicate centerline ELEVATION of piping and indicate drainage pitch as required.
   b. Where a piping line is indicated locate centerline ELEVATION and pitch at intervals not to exceed twenty (20) feet.
   c. Priority status shall be accorded preparation of dimensioned piping drawings for all piping below slabs-on-grade. Show all line pitches, critical inverts, in-slab fixtures as drains, floor sinks, troughs, cleanouts, etc. and outfall tie-in to site plumbing. Coordinate under slab piping with arrangement(s) of equipment furnished by others where applicable.

8. Electrical Trade:
   a. Plan layouts, not less than ¼” scale, of transformer vaults, main electrical rooms, satellite electrical and/or communications closets, emergency generator spaces showing equipment to scale and locations thereof.
   b. Main feeder distribution routing, horizontal and vertical sweep transitions to scale, of conduit over 1” showing ceiling plenum to scale.

9. Coordination:
   a. Coordination of the work of the several trades and the fitting and routing of the systems within concealed areas to avoid conflicts is the responsibility of the contractor(s). The Architect reserves the right to request coordinated drawings of congested areas showing all systems in plan and section to appropriate scale to insure the proper fitting of the work. The Contractor shall comply if so requested by the Architect.
   b. Provide coordinated drawings of all main mechanical, electrical, communications, and other rooms listed below showing equipment required by all trades including structure, piping, hanger assemblies, HVAC ductwork, conduit, electrical devices, fire
alarm devices, control centers, pipe grids, acoustic enclosures, other devices.
Drawings dimensioned in both plan and section(s); not less than 3/8"=1'-0" scale.

2.4 COORDINATION DRAWINGS

A. Prepare and submit Coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components. See paragraph 2.3.9 above.

1. Show the interrelationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Refer to Division-15 and Division-16 "General Provisions" Sections for specific Composite Drawing requirements for mechanical and electrical installations.

B. Role of Expediter: Contractor shall be responsible for expediting the preparation of the Coordination Drawings. Actual preparation of the drawings is described below. Contractor shall meet with subcontractors to develop a format for the Coordination Drawings (e.g. CAD, pin-register drafting, conventional drafting on Mylar using multiple pencil colors, etc.) such that reproductions obtained from the final Coordination Drawings can distinguish between the work of the various trades. Contractor shall resolve all conflicts arising in the coordination process.

C. Preparation Responsibility: Preparation of Coordination Drawings is the responsibility of the Contractor and all subcontractors principally involved. Production of the drawings shall proceed as follows:

1. HVAC subcontractor shall initiate the drawings by indicating his work, drawn at a scale of 3/8" per foot, showing dimensions, layouts, elevations and sections, all in relation to building construction (all steel structure, floor / roof slabs, ceilings, beams and columns).
2. Where applicable, the GWB subcontractor shall indicate the layout of all acoustic ceiling construction extent including all hanger devices and locations. AC ceiling construction indicated as well.
3. Fire Protection subcontractor shall then indicate the layout, sizes, dimensions and elevations of his work, using the HVAC subcontractor’s drawings as a base, with dimensions in reference to fixed building construction.
4. Electrical subcontractor shall add his work to the base drawings begun by HVAC and Fire Protection subcontractors. Indicate locations and dimensions of light fixtures and electrical equipment conduit/cable-tray infrastructure, fire alarm equipment with reference to fixed building construction.
5. Plumbing subcontractor shall then add layouts, sizes and elevations of his work to the drawings of the above-mentioned trades, also dimensioned with reference to building structure.

D. Conflicts arising between the work of several trades shall be resolved between the respective trades, with the assistance of the General Contractor as expediter; and the drawings revised. Final Coordination Drawings shall be submitted by the Contractor to the Architect as required for submittals.

2.5 SAMPLES:

A. Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories.
together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples not incorporated into the Work, or otherwise designated as Owner’s property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer’s color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit four sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

2.6 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.
   1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
   2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. An officer shall sign certificates and certifications or other individual authorized to sign documents on behalf of that entity.
   3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Coordination."

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure
Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

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

K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

L. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."

M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."

Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.7 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.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of 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.

1. Indicate that products and systems comply with performance and design criteria in the
2.8 ADMINISTRATIVE SUBMITTALS

A. Contractor’s Construction Schedule: Comply with the General Conditions and other requirements of the Contract Administration Division.
   1. If preliminary schedule requires revision after review, submit revised schedule within 5 business days.
   2. Submit updated schedule with each Application for Payment.

B. Submittals Schedule: Comply with the General Conditions and other requirements of the Contract Administration Division.
   1. Submit updated Submittal Log with each Application for Payment.

C. Application for Payment: Comply with the General Conditions and other requirements of the Contract Administration Division.

D. Schedule of Values: Comply with the General Conditions and other requirements of the Contract Administration Division.

E. Subcontract List: Comply with the General Conditions and other requirements of the Contract Administration Division. Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.
   4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
      a. Mark up and retain one returned copy as a Project Record Document.
   5. Submit one (1) copy of initial subcontractor list to Owner within (10) business days after Owner’s Notice to Proceed. No portion of the work shall be started until the Contractor has furnished the Owner with a list showing the sub-contractor and/or material supplier responsible for the portion of the actual work needing to be started. The list will be updated until the list reflects the complete group of all subcontractors, suppliers, vendors, etc. employed to carry out the work.

F. The contractor shall keep one (1) set of drawings on the project at all times which are to be marked "as-built". During the course of the project, they shall mark these drawings with colored pencils to reflect any changes as well as dimension, the location of all pipe runs, conduits, traps, footing depths or any other information not already shown on the drawings or differing there from. All buried utilities outside the building shall be located by a metes and bounds survey performed by a licensed surveyor who shall certify as to its accuracy. These marked-up drawings and surveys shall be made available to the contracting officer, the Construction Manager and the Architect/Engineer at any time during the progress of the work upon their request. These shall include the drawings of principal sub-contractors as well. The Owner’s Project Manager as well as the Architect on a monthly basis as a prerequisite to the review of the contractor’s payment applications will review as-built drawings.

2.9 SUBMITTALS FOR PROJECT CLOSE OUT
A. When the following are specified in individual sections, submit them at project closeout:

1. Project record documents.
2. Operation and maintenance data
3. Warranties.
4. Bonds (if and when required by the Owner).
5. Other types as indicated.

B. Manufacturers’ Instructions, Product Literature, Certificates, and Reports.

1. All instructions, literature, certificates, test reports, other technical data and correspondence shall be submitted in four (4) copies. The Owner shall retain Two (2) copies, and the other two (2) returned to the Contractor.

C. Written Certifications

1. Provide written certifications where required, in the following formats:
   a. Manufacturer’s Written Certifications: Shall be submitted in letter form on the manufacturer’s letterhead, signed by an authorized representative, indicating that all required components and elements of their manufacture are in conformity with the requirements so stated under the individual sections of these Specifications. Technical data, additional support material, or other information may be submitted with the certification letter.
   b. Installer’s Written Certifications: Shall be submitted in letter form on the installer’s company letterhead, signed by a legal authorized company officer, indicating that their respective installation and/or Work are in conformity with the requirements so stated under the individual sections of these Specifications.

D. Submit all of the above items in this Section for the Owner’s benefit during and after project completion.

PART 3 - EXECUTION

3.1 CONTRACTOR’S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect. The Architect / Consultants will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT’S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Final Unrestricted Release: When submittals are marked “No Exceptions Taken” (NET),
that part of the Work covered by the submittal may precede provided it complies with requirements of the Contract Documents; final acceptance will depend upon compliance.

2. **Final-But-Restricted Release:** When submittals are marked "Make Corrections Noted" (MCN), that part of the Work covered by the submittal may precede provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. **Returned for Resubmittal:** When submittal is marked "Amend and Resubmit" (AR), do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
   a. Do not permit submittals marked "Amend and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

4. **Disapproved for Non-Compliance:** When submittal is marked "Rejected - See Remarks" (R), Architect's explanation for rejection will be included. Do not proceed with the work. Prepare a completely new submission.

5. **Other Action:** Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

**C. Informational Submittals:** Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

**D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.**

**E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.**

**F. Architect's Review:** Review of shop and setting drawings, roughing drawings, sleeve and opening drawings, product data and samples by Architect will be a general review for conformance with design concept and compliance with information given in contract documents only, and shall not relieve Contractor of responsibility for accuracy of such submissions, nor for proper fitting, construction of work, or for furnishings of materials or work required by the contract and not indicated on submissions. Field dimensions, fabrication details, and job fitting are entirely Contractor's responsibility. Review shall not be construed as approving departures from contract requirements. Any proposed deviations from contract requirements, together with Contractor's explanations thereof, shall be stated in the letter of transmittal. Approval of a specific item shall not indicate approval of an entire assembly of which the item is a component. Should contractor check and certify submissions which indicate changes or deviations from the contract documents, and such changes are found acceptable to Architect, any and all additional costs resulting therefrom, including any cost for changes required to adjacent work or the work of other trades shall be the sole responsibility of Contractor.

**RELEASE AGREEMENT – DIGITAL INFORMATION – SAMPLE**

Architects and sub-consultants have prepared design documents for the project identified as:

These design documents are instruments of the Architect's and sub-consultants' service and they retain all rights to such work. The design documents requested have been issued in hard copy form, which is the basis of a contract with the project Owner.

The undersigned has requested copies of these design documents in digital format.

Architect provides the digital files under the following understandings and conditions:
1. The digital files provided are not the contract documents. The digital files provided may differ from the contract documents and have not been verified against the actual (hard-copy) contract documents.

2. The digital files can deteriorate undetected or be altered without the knowledge of Architect. The use of the digital information is wholly at the risk of the undersigned.

3. Architect is under no obligation to provide any software, hardware, any supplemental files, linked data or operational support required to read and/or manipulate the digital files.

4. Architect is under no obligation to correct, modify, update or to notify the undersigned of the need to correct, modify or update the digital files.

5. The undersigned agrees to indemnify, release and hold Architect and their consultants and the Owner harmless from any responsibility or obligation as to the accuracy or completeness of the digital information and further waives any claim it may have for compensation for additional work, delay costs, losses, consequential damages, and expenses including but not limited to attorney fees resulting from the undersigned relying upon or utilizing the digital information.

6. The digital files are provided for the exclusive use of the undersigned personnel only. The information will not be transferable or transmitted by the undersigned for use by others.

7. The above shall constitute an agreement between Architect and the undersigned for providing a service.

8. This agreement does not constitute a waiver of copyright or transfer of ownership of the said information and documents.

This agreement accepted by: By: ________________________________

Witness: ________________________________ Title: ________________________________

Date: ________________________________

Company: ______________________________________________________________________

Address: ______________________________________________________________________

END OF SECTION 013300
SECTION 014000 - QUALITY CONTROL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, general conduct of the Work and Special Requirements, Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1. In Divisions 1 through 49 Sections:
   a. The term "Architect" shall be synonymous with the term "Professional".
   b. The terms "Subcontractor", "Sub-subcontractor", "Installer", "Applicator", "Erector" and similar terms are synonymous with the term "Trade Contractor".

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality-control services.

B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to fabrication and installation procedures.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.

3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

E. Related Sections: The following Sections contain requirements that relate to this Section:

1. Testing by the Contractor of installed materials and equipment is specified in the Technical Sections (Divisions 2 through 49) of these Specifications.

F. Testing requirements for real property installed equipment (RPIE) to be furnished by the contractor when such testing is required by code, contract or the manufacturer shall be performed in a pre-approved testing laboratory or in the absence of such by the manufacturer or its authorized representative at its place of business. The contractor shall provide a five (5) days' notice to the University and Architect/Engineer through the Project Manager. The University and the Architect/Engineer shall have the right to witness all tests.

G. The contractor will hire and pay for a qualified testing agency.

1.3 RESPONSIBILITIES
A. **Contractor Responsibilities:** Unless otherwise indicated as the responsibility of another identified entity, Contractor shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and/or required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.

1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are to be done these services will be the Contractor's responsibility. The Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.

B. **Retesting:** The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements. The contractor shall pay for all costs including administrative cost incurred by the University.

2. When the University and/or Architect/Engineer require special or additional inspections, testing or approvals due to Contractor's failure to comply with contract specifications, industry standards, good building practices, any applicable code procedures including but not limited to ASIC, ASTM, etc., whether or not testing is required by the contract documents for any individual component, entire system or process, the Contractor will secure the service of such special or additional inspections, testing or approvals. In the event such special or additional inspections and testing reveal a failure of the work to comply with the terms and conditions of the contract, the contractor shall also bear all costs necessary to repair or replace the work as required by the Architect/Engineer.

C. **Associated Services:** Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:

1. Provide access to the Work.
2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
4. Provide facilities for storage and curing of test samples.
5. Deliver samples to testing laboratories.
6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
7. Provide security and protection of samples and test equipment at the Project Site.

D. **Duties of the Testing Agency:** The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect, the Contractor and the Owner in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify the Architect, the Contractor, and the Owner promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
3. The agency shall not perform any duties of the Contractor.

E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.4 SUBMITTALS

A. Submit a certified written report of each inspection, test, or similar service.

1. Distribute copies of each report to Owner, Architect and Engineer. Distribution of reports shall be made promptly, upon the completion of each test or inspection. A field report will be distributed to the Owner’s Project Manager prior to the Inspector leaving the jobsite on any day during which a test or inspection has been done. A final inspection report will be required from the inspection agency to all parties within five (5) business days following the inspection. Test reports will be required within five (5) business days following the actual test date.

2. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

3. Report Data: Refer to specification sections of Divisions 2 through 17 for submittal requirements applicable to inspection and test reports. In general, each report shall include:
   a. Date of issue.
   b. Project title and number.
   c. Name, address, and telephone number of testing agency.
   d. Dates and locations of samples and tests or inspections.
   e. Names of individuals making the inspection or test.
   f. Designation of the Work and test method.
   g. Identification of product and Specification Section.
   h. Complete inspection or test data.
   i. Test results and an interpretation of test results.
   j. Ambient conditions at the time of sample taking and testing.
   k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
   l. Name and signature of laboratory inspector.
   m. Recommendations on retesting.

4. All submittals of inspections and test reports or requests for approval shall be accompanied by a certification signed by the contractor attesting to his/her knowledge of the submittal, acceptance of its findings and acknowledgement that material tested meets the required standards and certify the report's representation of the facts. Failure to provide the written certification shall be grounds for rejection of the submittal.

1.5 QUALITY ASSURANCE

A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.

1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.
2. Each independent inspection and testing agency engaged on the Project shall be pre-qualified by the Division of Building and Construction of the State of New Jersey to perform the types of tests and inspections required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 REPAIRS AND PROTECTION

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality control service activities, and protect repaired construction.

C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 014000
SECTION 014100 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including general conditions, general conduct of the work and special requirements, supplementary conditions, and other Division 1 specification sections, apply to this section. In the event of any conflicts between the requirements of these sections, the more stringent requirement shall apply.

1.2 SECTION INCLUDES

A. Selection and payment.
B. Contractor submittals.
C. Laboratory responsibilities.
D. Laboratory reports.
E. Limits on testing laboratory authority.
F. Contractor responsibilities.

1.3 RELATED SECTIONS

A. General Conditions: Inspections, testing, and approvals required by public authorities.
B. Individual Specification Sections: Inspections and tests required, and standards for testing.
C. Drawings and general provisions of the Contract, including General Conditions, General Conduct of the Work and Special Requirements, Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these sections, the more stringent requirement shall apply.

1.4 REFERENCE STANDARDS

B. ASTM C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
C. ASTM D290 - Recommended Practice for Bituminous Mixing Plant Inspection.
D. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.


1.5 SELECTION AND PAYMENT

A. Contractor shall employ and pay for services of an independent Testing Laboratory, and Balancing Laboratory/Organization, approved by Owner and Architect/Engineer, to perform all specified inspecting and testing.

B. Employment of testing laboratory in NO WAY relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

1.6 QUALITY ASSURANCE


B. Testing Laboratory Qualifications: Shall have been inspected by a nationally recognized inspection agency, acceptable to Owner and Architect/Engineer. Evidence of such inspection and current status shall be provided to Owner and Architect/Engineer. In addition, the approved lab shall document participation in a nationally recognized soils and concrete reference testing program during the twelve (12) months preceding the start of work on this project. Results of reference testing shall indicate an acceptable rating for the laboratory to be considered by the Owner and Architect/Engineer.

C. Laboratory: Authorized to operate in the State in which Project is located.

D. Laboratory Staff: Maintain a full time registered Professional Engineer on staff to review services.

E. Testing Equipment: Shall be calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.7 CONTRACTOR SUBMITTALS

A. PRIOR TO START OF WORK, submit testing laboratory name, address, and telephone number, and names of full time registered Engineer and responsible officer.

B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.8 LABORATORY RESPONSIBILITIES

A. Test samples of required items submitted by Contractor.

B. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in
C. Perform specified inspecting, sampling, and testing of Products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or Products.

F. Perform additional inspection and tests required by Architect/Engineer.

1.9 LABORATORY REPORTS

A. After each inspection and test within five (5) business days, promptly submit three (3) copies of laboratory report to Owner, Architect/Engineer, and to Contractor. Include:

1. Date issued
2. Project title and number
3. Name of inspector
4. Date and time of sampling or inspection
5. Identification of product and specifications section
6. Location in the Project
7. Type of inspection or test
8. Date of test
9. Results of tests

B. When requested by Architect/Engineer, provide interpretation of test results.

1.10 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory MAY NOT release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory MAY NOT approve or accept any portion of the Work.

C. Laboratory MAY NOT assume any duties of Contractor.

D. Laboratory HAS NO authority to stop the Work.

1.11 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used, which require testing.

B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.

C. Provide incidental labor and facilities:

1. to provide access to Work to be tested,
2. to obtain and handle samples at the site or at source of Products to be tested,
3. to facilitate tests and inspections,
4. to provide storage and curing of test samples.
D. Notify Architect/Engineer, Owner and laboratory 24 hours prior to expected time for operations requiring inspecting and testing services.

PART 2– PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 014100
SECTION 014200- REFERENCE STANDARDS

PART 1 –GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, General Conduct of the Work and Special Requirements, Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 DEFINITIONS

A. General: Basic contract definitions are included in the Conditions of the Contract.

B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.

C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases, unless any item associated with these terms will result in a monetary change order to the project. If the items associated with these terms require a change order the Owner must be notified prior to any action being taken.

D. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, and the Architect's and Owners duties and responsibilities are limited as specified by the Conditions of the Contract.

E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conversations and agreements within the construction industry that control performance of the Work.

F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.

2. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name. However, work resulting from any construction activity performed by a "Trade" must meet all quality standards acceptable to the Architect and Owner.

J. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

L. If Requested: If requested by the Owner.

M. Where: Where or when practicable in the judgment of the Owner.

N. Satisfactory: Acceptable in the judgment of the Owner.

O. As Required: As required by the Architect, or as field conditions dictate.

P. Replace: To remove an existing product or service, and furnish and install an indicated product in its place.

Q. Specifications: The total and complete specifications of this Project as identified by the Architect, and the Architects consultants through the Architect, including referenced standard specifications, the General Specifications and the Technical Specifications as indexed.

R. System/ Assembly: In the context of this Project, where a 'system' or an 'assembly' as indicated in the Specifications and/or Drawings, it shall consist of the sum of all the relevant parts and/or materials specific to the use of the system or assembly indicated; installed complete, in place, and in working order. All said parts and/or materials required for a complete system indicated, shall be supplied and installed as part of the Base Bid Price for a complete, proper, and fully functional installation, whether specifically detailed or not. All materials for the system or assembly shall be installed completely, all necessary connections to other construction shall be provided. Upon completion of this system or assembly, the sum of all the parts that constitute the make-up of this unit, shall function and/or operate properly according to its intended design.

S. Mandatory: Means as required by code, any Building Authority, and any and all governing laws. All mandatory requirements for construction shall be included in the Base Bid Price for the Project.

T. Functional: Items(s) installed that are to operate properly or as intended.

U. Typical: A condition, detail, or other item that is common to an identified system, assembly, or any other construction condition where the essential characteristics are the same.
A. Specification Format: These Specifications are organized into Divisions and Sections based on
the 16-division format and CSI/ICSC's "MasterFormat" numbering system.

B. Specification Content: These Specifications use certain conventions for the style of language
and the intended meaning of certain terms, words, and phrases when used in particular
situations. These conventions are as follows.

1. Abbreviated Language: Language used in the Specifications and other Contract
   Documents is abbreviated. Words and meanings shall be interpreted as appropriate.
   Words implied, but not stated, shall be interpolated, as the sense requires. Singular
   words shall be interpreted as plural and plural words interpreted as singular where
   applicable as the context of the Contract Documents indicates.
   a. The Technical Specifications are of the abbreviated type and include incomplete
      sentences. Omissions of words or phrases such as "the Contractor shall"; "in
      conformance with"; "shall be"; "as noted on the Drawings"; "according to the Plans";
      "a" "an"; "the"; and "all" are intentional. Omitted words and phrases shall be supplied
      by inference in the same manner, as they are when a "note" occurs on the Drawings.
      Works "shall be" "shall have", and "shall" will be supplied by inference where a colon
      (:) is used within sentences or phrases.

2. Imperative mood and streamlined language are generally used in the Specifications.
   Requirements expressed in the imperative mood are to be performed by the Contractor.
   At certain locations in the Section Text, subjective language is used for clarity to describe
   responsibilities that must be fulfilled indirectly by the Contractor or by others when so
   noted.
   a. The words "shall," "shall be," or "shall comply with," depending on the context, are
      implied where a colon (:) is used within a sentence or phrase.
   b. Abbreviated references to trade associations, technical societies, recognized
      authorities and other institutions are included in the contract documents. Any
      abbreviation or organization not recognized by the Contractors shall be requested
      from the Architect for interpretation. Failure to request and receive an interpretation
      shall not relieve the Contractor from performing and/or supplying materials or
      workmanship in compliance with specified references to the satisfaction of the
      Architect or Owner

C. References: References to known standard specifications shall mean and intend the latest
   edition of such specifications adopted and published as of the date of the invitation to bid.

D. Divisions: Divisions of the specifications into sections is done for the convenience of reference
   and is not intended to control the Contractor in dividing the Work among subcontractors or to
   limit the scope of work performed by any trade under any section

1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent
   requirements, applicable construction industry standards have the same force and effect as if
   bound or copied directly into the Contract Documents to the extent referenced. Such standards
   are made a past of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.

C. Conflicting Requirements: Where 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 the Architect for a decision before proceeding.

1. 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 the requirements. Refer uncertainties to the Architect for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books’ "National Trade & Professional Associations of the U.S.," which are available in most libraries.

1.5 GOVERNING REGULATIONS AND AUTHORITIES

A. Copies of Regulations: Obtain copies of the following regulations and retain at the Project site to be available for reference by parties who have a reasonable need:

1. Any and all Federal, State or Local regulations required by the Agency having jurisdiction to be retained or posted at the project site

1.6 SUBMITTALS

A. Permits, Licenses, and Certificates: For the 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.

1.7 DRAWINGS

A. The Contractor shall provide all quantities, items, articles, materials, operations, or methods listed, mentioned, implied, scheduled, or specified, on the Drawings, including all labor, materials, equipment, and incidentals required for their completion.

B. Intent of the Drawings:

1. As with any plan, the Contractor shall be responsible for verifying all field conditions, whether or not noted in the plans prior to construction. Any discrepancies shall be resolved with the Owner prior to construction. The start of construction will not be delayed due to the Contractors need to verify all field conditions. Verification of items must be scheduled by the Contractor so as not to impede the progress of the work. The
Contractor shall be responsible for correcting damage resulting from Contractor's failure to verify field conditions. Architect/Engineer and Owner liability for accuracy of survey information.

2. The implied intent of the Drawings, includes the overall layout of the Project, inclusive of site structures, site improvements, location of all items required during construction, the extent of construction and the extent of the materials.

3. All such Drawings and Specifications constitute the Project as a whole, and are as a result, directly related to one another. The Drawings and Specifications are not divided into, or are intended to be divided into separate entities according to building trades or local practice. It is the responsibility of the Contractor to disseminate all information represented on the Drawings and Specifications so that all trades and sub-trades will have complete and thorough knowledge of the Project intent. No requests for Change Orders, time extensions, or other considerations will be accepted if the Contractor fails to properly coordinate information to the various trades/sub-trades.

PART 2 -PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 014200
SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection. Temporary utilities include, but are not limited to, the following:

1. Temporary water service and distribution.
2. Temporary electric power and light.
3. Temporary heat.
4. Telephone service.
5. Sanitary facilities, including drinking water.
6. Storm and sanitary sewer.

B. Support facilities include, but are not limited to, the following:

1. Field offices and storage sheds.
2. Temporary roads, paving and truck wash-down station.
3. Dewatering facilities and drains.
4. Temporary enclosures.
5. Hoists.
6. Temporary project identification signs and bulletin boards.
7. Waste disposal services.
8. Rodent and pest control.
9. Construction aids and miscellaneous services and facilities.
10. Security and protection facilities include, but are not limited to, the following:

C. Security and protection facilities include, but are not limited to, the following:

1. Temporary fire protection.
2. Barricades, warning signs, and lights.
3. Sidewalk bridge or enclosure fence for the site.
4. Environmental protection.

D. The Contractor is responsible for all costs associated with the supply, maintenance or usage of temporary utilities and construction related facilities unless indicated otherwise in this Section.

1.3 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
1. Building code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, fire department, and rescue squad rules.
5. Environmental protection regulations.


1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.4 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

C. Provide waste removal services as required to maintain the site in a clean and orderly condition.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. If acceptable to the Owner, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for intended use.

B. Paint: Comply with requirements.

1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.

C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

D. Water: Provide potable water approved by local health authorities.

2.2 EQUIPMENT

A. General: Provide new equipment. If acceptable to the Owner, the Contractor may use undamaged...
aged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.

B. Water Hoses: Provide 3/4-inch, heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage.

F. Fire Extinguishers: Provide hand-carried, portable, UL-rated; Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work and the areas adjacent to the Work area. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner. Neither the Owner will accept cost or use charges as a basis of claims for Change Orders.
5. Install services to cause minimum disruption to area’s adjacent to the work area.
6. Add provisions for work not in Contract but served by temporary facilities, if required.

B. Water Service: Contractor may use existing water service in the area of work.

C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switchgear. **Cost of temporary electric power usage is the Contractors responsibility. Cost shall be included in the bid.**

D. Initial temporary service shall be three (3) phase, or single phase. Temporary light and power installations, wiring and miscellaneous electrical hardware must meet the electric code. Electrical characteristics shall be provided to meet all temporary light and power reasonably required as herein and hereinafter specified or as included under the general conditions. The contractor shall pay the cost of running temporary services. **All costs shall be included in the bid.**

1. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic-sheathed cable where overhead and exposed for surveillance.

E. Power outlets shall be fed independently of the temporary lighting system. The extension of service shall include the necessary wiring of sufficient capacity to the location of the well for the operation of the well pump in the event a water well is the source of water supply for the project. Where service of a type other than herein mentioned is required, the contractor requiring it shall pay all costs of such special service.

F. Temporary Lighting: Provide temporary lighting with local switching. **Cost of temporary lighting usage is the contractors’ responsibility. Cost shall be included in the bid.**

   1. The contractor shall provide double sockets at a maximum of thirty feet (30’) on centers in large areas. One (1) socket shall contain a 150-watt lamp and the other socket shall be a grounding type to accept a receptacle plug for small, single-phase loads to be used for short periods of time.

   2. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.

G. The contractor shall observe the requirements of the Federal Occupational Safety and Health Act (OSHA) of 1970 with regard to temporary light and power.

H. Temporary Heat: Provide temporary heat required by construction activities. Select safe equipment that will not have a harmful effect. **Any cost associated with the supply, maintenance and usage of temporary heat will be the responsibility of the contractor. Cost of temporary heat shall be included in the bid.**

I. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.

J. Should electricians be required to supervise and maintain equipment required for the provision of heat, the payment for the services of the supervisors and/or maintenance personnel shall be the responsibility of the Contractor. The contractor shall pay the cost of all fuel consumed in the operation of the generating unit for supplying temporary heat.
K. All heating equipment shall be NFPA approved. Heaters shall be approved by a recognized testing laboratory and must be equipped with a positive shut-off safety valve. Notwithstanding the above, all temporary heating equipment will comply with all Federal and State laws and regulations.

L. Temporary Telephones: Contractor shall utilize their own cell phones for service.

M. The contractor may utilize the Owner’s sanitary/wash facilities, drinking water, etc. if these amenities are available. The contractor shall only use these facilities with Owner’s permission. The contractor will be responsible to reimburse the Owner for all Owner provided utilities use by the Contractor. Further, should the contractor elect to utilize Owner provided utilities the contractor will be responsible to repair all damage and replace all damaged items before the project will be considered substantially completed. The Owner will not be required to make final payment to the contractor until such damage is repair or replaced to its original or better than original condition.

3.3 SUPPORT FACILITIES INSTALLATION

A. Temporary storage sheds are not permitted on the Owner’s property.

B. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

   1. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

C. Temporary Lifts and Hoists: Contractor may utilize the existing elevator for bringing materials to the area of work and disposing materials to the area of work provided that:

   1. The Contractor provides temporary protection materials, padding, etc. for the elevator cab.
   2. The Contractor observes the weight capacity of the existing elevator cab.
   3. The Contractor is only permitted to use the existing elevator from the hours of 9:00 p.m. to 6:00 a.m. Monday through Friday.
   4. The Contractor notify the Owner of the elevator use three (3) business days prior to use.

D. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.

   1. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

E. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

   1. Provide containers with lids. Dispose of waste off-site periodically.
F. Individual Project circumstances may require use of other construction aids and miscellaneous facilities, such as walkways, scaffolding, platforms, swing stages, ramps and bridges, incidental sheeting and shoring, demolition waste chutes, and similar construction aids. Add requirements as necessary to suit Project.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION


1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

D. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

1. No burning will be permitted on the site.
2. It will be the Contractor’s responsibility to control dust by a means acceptable to the Owner. The Contractor shall make due allowance in his bid to cover these non-productive costs.

E. Protection of Utilities:

1. The Contractor shall exercise special care when working near existing utility installations such as lights, ducts, structures, underground trench laid cables, cable markers, pads, water lines, underground oil lines, railroads and other installations, to ensure that no damage is done to them and that the underground wiring to such utilities is not damaged or rooted out, or pipelines broken or punctured.
2. If the Contractor damages any installation, the Contractor shall repair at no cost to the Owner the damaged item to the Owner’s satisfaction. At the Owner’s discretion, repairs...
will be done continuously on a 24-hour per day basis until completed. The Contractor shall submit for approval the name of an electrical contractor and a plumbing contractor who shall be available on a 24 hour a day basis to affect any repairs as may be necessary due to Contractor error.

3. The Contractor shall obtain (if available) as-built site underground information prior to beginning excavation to minimize the possibility of interruption or damage to existing facilities. The lack of this information shall not excuse damage to the utilities by the contractor or the requirement to make necessary repairs immediately, the Contractor shall pay for Cost of the repair work.

F. Protection and Restoration of Property and Landscape: The Contractor shall be responsible for the preservation of all public and private property. All land monuments and property markers shall be preserved until the Owner has witnessed and recorded their location.

G. Protection of Existing Trees, Shrubs, and Vegetation to Remain: Contractor shall take all means necessary to protect existing trees, shrubs, and vegetation. Contractor and its forces shall abide by the boundaries set by the Drawings for the protection of root systems of all designated trees, shrubs and vegetation. Protection shall be completely in place prior to the start of construction work in any area. Contractor shall clearly mark all restricted areas as indicated on the Drawings and prevent the use of the area by all personnel and equipment until final cleanup.

H. Project Security:
   1. The Contractor shall be responsible for monitoring all personnel requiring access to the work site including his personnel, subcontractor’s personnel, other contractors working in the same construction area, material delivery trucks, authorized visitors to the site, etc.
   2. The Contractor shall be held responsible for the security and protection of its own, subcontractors and sub-subcontractors equipment, vehicles, trailers, tools, materials, and all other items necessary for the work under this Contract.
   3. The Contractor shall be held responsible for the admission of any unauthorized personnel into his work area.
   4. In general, provide security and facilities to protect Work, existing facilities, and the Owner’s operations from unauthorized entry, vandalism or theft.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
   1. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Owner requests that it be maintained longer, remove each temporary facility when the need has ended or no later than Substantial Completion. Complete or, if necessary, restore existing permanent construction that may have been damaged as a result of the use, maintenance or operation of temporary facility for this project. Repair damaged new work, repair or replace, as directed by the Owner, existing work and or conditions, clean ex- posed surfaces, and replace construction that cannot be satisfactorily repaired as a result of the use, maintenance or operation of temporary facilities for the project.
   1. Where the area is intended for future landscape development, remove any material,
equipment, debris, trash, soil and aggregate fill used as part or in conjunction with the project that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks damaged during and as a result of work conducted as part of this project. Replace and/or repair as required and direct by the governing authority and the Owner.

END OF SECTION 015000
SECTION 017700– CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Project record document submittal.
3. Operation and maintenance manual submittal.
4. Submittal of warranties.
5. Final cleaning.

B. Closeout requirements for specific construction activities are included in the appropriate Drawings.

1.3 SUBSTANTIAL COMPLETION

A. Substantial Completion: The date of Substantial Completion for the Work, or designated portion thereof, is the date certified by the Architect when the construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner may occupy the project, or the designated portions thereof, for the use for which it was intended PRIOR to the Mandatory Completion Date. Substantial Completion shall be accomplished and the full project and all designated portions thereof, read for use and occupancy by the Owner by the completion milestone deadline listed below. It shall be the responsibility of the Contractor to notify the Architect and Owner in not less than seven (7) calendar days prior to the Substantial Completion Milestone deadline for a “substantial completion” inspection. The University shall issue a Certificate of Substantial Completion (AIA Document G704) at the point in time when the inspection has been fully completed and the appropriate approvals and certificates have been granted by governing authorities and obtained by the Contractor.

IT IS THE INTENT OF THESE SPECIFICATIONS THAT SUBSTANTIAL COMPLETION IS ACHIEVED NO LATER THAN THE DATES AS OUTLINED IN SECTION 011000 “SUMMARY”. THE CONTRACTOR MUST INCLUDE ANY AND ALL COSTS INCLUDING ANY OVERTIME NECESSARY TO ATTAIN SUBSTANTIAL COMPLETION BY THE DEADLINE LISTED IN SECTION 011000 BASED UPON BEING AWARDED THE PROJECT BY THE DATE LISTED IN SECTION 011000.

B. LIQUIDATED DAMAGES ARE PART OF THIS PROJECT. These will be assessed at the following rates:

1. $500.00 per day for the first thirty (30) days beyond substantial completion.
2. $1000.00 per day for each day beyond the thirty (30) days beyond substantial completion.
C. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List items below that are incomplete in request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
   a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
   b. If 100 percent completion cannot be shown, include a list of incomplete items (a project punch list), the value of incomplete construction, reasons the Work is not complete, and a timeline during which the work must be completed.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, 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 Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel.
9. Disconnect and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. When mechanical, electrical or other equipment is installed, it shall be the responsibility of the contractor to maintain, warrant and operate it for such period of time as required by the contract documents or as necessary for the proper inspecting and testing of the equipment for adequately instructing the University's operating personnel. All costs associated with the maintenance, warranty, operations, inspection and testing of equipment in addition to instructing University personnel shall be borne by the contractor. All tests shall be conducted in the presence of and upon timely notice to the contracting officer, Project Manager and Architect/Engineer prior to acceptance of the equipment.
11. Owner's warranties will start at Final Acceptance of the Project.

D. Pre-final Inspection:

1. When the Contractor has completed all work and is satisfied the Project is in compliance with the Contract Documents, it will notify the Owner and Architect, in writing, that the Project is complete and ready for inspection. The Owner and Architect will arrange for and conduct an inspection of the Project by the Owner, Architect, Engineers and the Contractor. The Owner will be provided with a reasonable time to arrange for and conduct an inspection.
2. The Owner and Architect will document any deficiencies on a written punch list and will arrange a meeting with the Contractor to review the punch list, explain deficient items and designate a time frame in which the punch list must be completed. The Contractor will correct all the deficiencies within the designated time frame and notify the Owner in writing, when the Project is ready for re-inspection. The Owner will arrange and conduct the re-inspection of the Project to review the corrected items.
3. The formal list of deficiencies found shall not be considered a final list of all deficient items. Any deficiencies found during instructions to the Owner, inspection for
Substantial Completion, beneficial occupancy, or inspection for final acceptance, the Contractor will correct all deficient items per the contract documents prior to final acceptance.

E. Substantial Completion:

1. Upon completion of deficient items and instruction to the Owner, the Contractor will arrange for an inspection of the Project with the Owner and the Architect. This inspection may result in a list of additional items to complete after occupancy, but before final payment and/or may require additional correction prior to occupancy by the Owner.

2. Upon formal notice from the Owner, the Contractor shall then arrange for the submission of all outstanding record documents, including: maintenance manuals, guarantees, warranties, maintenance contracts, and any additional instructions necessary for the operation of the project. The Contractor shall acquaint the Owner with acceptance tests, guarantees, warranties, and maintenance manuals. The Contractor shall also obtain a ‘Certificate of Occupancy’ or similar releases required to permit the Owner’s occupancy of the Project.

3. Should the instruction period find deficiencies, the Owner will notify the Contractor in writing of deficient items.

4. If the inspection confirms that the Project is ‘substantially complete’ and is ‘ready for occupancy’, the Owner through the Architect/Engineer will issue a “Certificate of Substantial Completion’. The Certificate will confirm that the Project can be occupied for its intended use. Attached to the Certificate will be any final punch list to be completed. Prior to issuance of the Certificate, the Contractor shall submit a schedule for completion of remaining deficiencies, approved or amended by the Owner.

5. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
   a. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
   b. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 BENEFICIAL OCCUPANCY

A. Upon issuance of the ‘Certificate of Substantial Completion’, the Owner may then occupy the Project (or the designated area of the Project).

1.5 FINAL ACCEPTANCE

A. Final Inspection: Upon completion of any remaining deficiencies the Contractor shall notify the Owner in writing, that the Project is complete and ready for final inspection. The Contractor shall arrange for and conduct the final inspection of the Project with the Owner.

B. Final Acceptance: If the final inspection indicates satisfactory completion of the Work, the Owner through the Architect/Engineer will issue a Change Order adjusting to the final quantities. Following acceptance of the final Change Order, receipt of required affidavits, final release of liens, consent of surety for final payment along with all other documentation required by the contractor documents, the Owner through the Architect will authorize a final Certificate for Payment.

   1. Mandatory or Final Completion: Final Completion shall be accomplished and the full project, and all designated portions thereof, completed and ready for use without any
further work required within the time frame identified for each phase of work from the
date of issuance and as listed on the Certificate of Substantial Completion by the
Architect.

2. The guarantee period for all materials, equipment and workmanship shall start on the
date of 'Final Acceptance' unless otherwise noted on the Certificate.

C. Preliminary Procedures: Before requesting final inspection for certification of final
acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not
previously submitted and accepted. Include insurance certificates for products and
completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the
Contract Sum.
3. Submit a certified copy of the Architect's final inspection list of items to be completed or
corrected, endorsed and dated by the Architect. The certified copy of the list shall state
that each item has been completed or otherwise resolved for acceptance and shall be
endorsed and dated by the Architect.
4. Submit final meter readings for utilities, a measured record of stored fuel, and similar
data as of the date of Substantial Completion or when the Owner took possession of
and assumed responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit a final liquidated damages settlement statement.
7. Submit evidence of final, continuing insurance coverage complying with insurance
requirements.

D. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that
the Work, including inspection list items from earlier inspections, has been completed, except
for items whose completion is delayed under circumstances acceptable to the Owner.

1. Upon completion of re-inspection, the Architect will prepare a certificate of final
acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work
that is incomplete or of obligations that have not been fulfilled but are required for final
acceptance.
2. If necessary, re-inspection will be repeated.
3. Should the Project require inspections beyond the inspections noted above, i.e. a pre-
final and a final inspection only the Owner will reduce from the Contractor's final
payment those monies necessary to provide for the cost of the additional inspections.
The reduction shall not be considered as a part of any “Liquidated Damages” for failure
to complete within the specified Contract Time. The reduction shall not be considered
as a penalty to the Contractor; but shall be for the actual cost of monies required for the
reimbursement of fees for the Architect, Engineers, Owner and any other specialists
necessary for obtaining final approval of the Work.

1.6 EXCESSIVE DEFICIENCIES

A. During any inspection for Project completion, if it is determined by the Owner, that the
Contractor has not sufficiently completed the Work in compliance with the Contract
Documents, the Owner may declare that the Project is not sufficiently complete to continue
the inspection of the Work. Within three (3) working days of this declaration, the Owner will
issue in writing, a list of excessive deficiencies found. Upon receipt of the Owners notice of
excessive deficiencies the Contractor will have ten (10) working days to remove such
deficiencies. If such deficiencies have not been corrected in the time frame herein specified
the Owner can at its’ option complete the Work. Any costs incurred by the Owner as a result
of its’ assuming the responsibilities of the Contractor in this regard will be deducted from any
monies remaining to be paid to the Contractor. Should the costs associated with the Owner
having to assume responsibility for the work to correct excessive deficiencies exceed the amount of funds remaining to be paid the Contractor shall be liable to the Owner for the difference.

1.7 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.

1. All of the record documentation listed herein shall be provided by the Contractor in hard copy and digitally. Digital copies shall be provided by the Contractor in PDF format, and issued to the Owner via CD. Hard copy shall be provided by the Contractor in an 8-1/2" x 11" binder.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
3. Note related change-order numbers where applicable.
4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
3. Note related record drawing information and Product Data.
4. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
3. Upon completion of markup, submit complete set of record Product Data to the Architect for the Owner's records.
E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Architect and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.

F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Architect for the Owner's records.

G. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions.
2. Spare parts list.
4. Wiring diagrams.
5. Recommended "turn-around" cycles.
6. Inspection procedures.
7. Shop Drawings and Product Data.
8. Fixture lamping schedule.

H. Roughing Drawings and Operating Manuals: Plumbing, HVAC, electrical and other machinery and mechanical equipment items requiring utility service connections shall have their respective shop drawings accompanied by manufacturer's certified roughing drawings indicating accurate locations and sizes of all service utility connections.

I. Sleeve and Opening Drawings: Prior to installing service utilities or other piping, etc. through structural elements of the building, the contractor shall prepare and submit accurate dimensioned drawings to the Construction Manager for approval of the Architect and/or Structural Engineer for approval indicating the positions and sizes of all sleeves and openings required to accommodate his/her work and installation of his/her piping, equipment, etc. and all with reference to the established dimensional grid of the building. Such drawings must be submitted in sufficient time to allow proper coordination with reinforcing steel shop drawings and proper placing in the field.

J. Control Valve and Circuit Location Charts and Diagrams: The contractor shall prepare a complete set of inked or typewritten control valve and circuit location diagrams, charts, diagrams and lists under frame glass in appropriate designed equipment rooms as directed. The contractor shall also furnish one-line diagrams as well as such color-coding of piping and wiring and identifying charges as specified or required. This information is to be framed under glass and installed where directed. The Contractor shall also provide the University a second complete set of the control valve and circuit location diagrams, charts, diagrams and lists not under glass.

K. Warranties:

1. For equipment or component parts of equipment put into service during construction with Owner’s permission, submit documents within the (10) days after completion of the applicable item of work. Leave the date of beginning of time of warranty until the Date of Final Acceptance of the building and prior to receipt of final payment.
2. Make other submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, submit within (10) days after written acceptance, listing the date of acceptance as the beginning of the warranty period. Final payment will not be approved until the Owner has received all warranties.
4. Warranty periods for all items installed as part of the Work under this Contract will start at 'Final Acceptance' of the entire scope of Work on the Project.
5. Co-execute submittals when required.
6. Warranty Manual: Bind all warranties and bonds in a commercial type 8 1/2" X 11" three D side ring binder with durable plastic covers.
   a. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of General Contractor and equipment suppliers; and name of responsible company principal.
   b. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of the product or work item.
   c. Transmit two (2) copies of the “Warranties Manual” to the University prior to submission of Final Application for Payment.
7. A certificate of Asbestos shall certify that no asbestos or asbestos-containing products are or have been installed as part of this project.

1.8 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

   1. Maintenance manuals.
   2. Record documents.
   3. Spare parts and materials.
   4. Tools.
   5. Lubricants.
   6. Fuels.
   7. Identification systems.
   8. Control sequences.
   9. Hazards.
   10. Cleaning.
   11. Warranties and bonds.
   12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

   1. Startup.
   2. Shutdown.
   3. Emergency operations.
   5. Safety procedures.
   7. Effective energy utilization.

C. Allow a minimum of three (3) hours training for all of the Owners personnel who will be involved with the maintenance or operation for each piece of equipment or system that requires any type of maintenance or operation.
D. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit completed documents within ten (10) days after written acceptance and prior to receipt of final payment.

E. The contractor shall submit the as-built documents to the Owner's Project Manager for review by the Architect/Engineer whether altered or not with a certification as to the accuracy of the information thereon at the time of contract completion and before final payment will be made to the contractor. After acceptance by the Architect/Engineer, the contractor will furnish two (2) sets of all shop and/or erection drawings used for as-built documentation.

1. All as-built drawings as submitted by the contractor shall be labeled "as-built" and dated above the title block. This information shall be checked, edited and certified by the Architect/Engineer who shall then transpose such information from the contractor's as-built drawings to the original tracings and certify that such tracing reflect "as-built" status and deliver said tracings to the University. Where shop drawings have been used by the contractor for as-built documentation the tracing provided shall include cross-reference information, which shall be included in the set of as-built drawings furnished to the University. The Contractor shall be responsible for and shall pay for the cost of erasable transparencies for its as-built drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 Section "Construction Facilities and Temporary Controls."

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
   a. Remove labels that are not permanent labels.
   b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are vision-detracting materials. Replace chipped or broken glass and other damaged transparent materials.
      1) removal of putty stains from glass and mirrors; wash and polish inside and outside;
   c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean and dust free. Vacuum carpeted surfaces.
1) removal of spots, paint and soil from resilient, glaze and unglazed masonry and ceramic flooring and wall work;

d. Vacuum as required and advisable and wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps to a mark free condition.

e. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, mud, stones and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.

1) restoration of all landscaping, roadway and walkways to pre-existing condition; damage to trees and plantings shall be repaired in the next planting season and such shall be guaranteed for one (1) year from date of repair and/or replanting;

f. removal of marks, undesirable stains, fingerprints, other soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile and equipment surfaces;

g. removal of temporary floor protections; clean, wash or otherwise treat and/or polish all finished floors as directed;

h. clean exterior and interior metal surfaces, including doors and window frames and hardware, of oil stains, dust, dirt, paint and the like; polish where applicable and leave without fingerprints or blemishes;

i. removal of all pollutants of any kind or nature deposited or remaining upon the site or upon the University's property as a result of the construction work on this project;

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests.

D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner’s property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.
SECTION 017820 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary
      Conditions and other Division 1 Specification Sections, apply to this Section. In the event of
      any conflicts between the requirements of these Sections, the more stringent requirement shall
      apply.

1.2 SUMMARY
   A. This Section includes administrative and procedural requirements for preparing operation and
      maintenance manuals, including the following:
      1. Operation and maintenance documentation directory.
      2. Emergency manuals.
      3. Operation manuals for systems, subsystems, and equipment.
      4. Maintenance manuals for the care and maintenance of products, materials, and finishes
         systems and equipment.
   B. Related Sections include the following:
      1. Division 1 Section "Summary" for coordinating operation and maintenance manuals
         covering the Work of multiple contracts.
      2. Division 1 Section "Submittal Procedures" for submitting copies of submittals for
         operation and maintenance manuals.
      3. Division 1 Section "Closeout Procedures" for submitting operation and maintenance
         manuals.
      4. Division 1 Section "Project Record Documents" for preparing Record Drawings for
         operation and maintenance manuals.
      5. Divisions 2 through 16 Sections for specific operation and maintenance manual
         requirements for the Work in those Sections.

1.3 DEFINITIONS
   A. System: An organized collection of parts, equipment, or subsystems united by regular
      interaction.
   B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS
   A. Initial Submittal: Submit two (2) draft copies of each manual at least fifteen (15) calendar days
      before requesting inspection for Substantial Completion. Include a complete operation and
      maintenance directory. Owner will return one copy of draft and mark whether general scope
      and content of manual are acceptable.
      1. In lieu of hard copies, Contractor may submit digital copies in PDF format.
B. Final Submittal: Submit two copies of each manual in final form at least fifteen (15) calendar days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Submit four (4) sets prior to final inspection, bound in 8 ½” X 11” binders with durable plastic covers, acceptable to the Owner.
2. In addition, Contractor shall submit digital copy in PDF format.
3. Submit final volumes revised, to the authorized representative of the Owner as required in these Contract Documents.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

2. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets. These manuals shall include a complete description of all systems and equipment, diagrams indicating connectors, oiling requirements, types of lubricants to be used and method of operating equipment. Included within the manuals shall be a list of names, addresses and telephone numbers of subcontractors involved in the installation and firms capable of performing services for each mechanical item.

3. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual. Internally subdivide the binders contents with permanent page dividers, logically organized as described below and with tab titling clearly printed under reinforced laminated plastic tabs.
   a. PART 1: Directory, listing names, addresses, contact persons and telephone numbers of Architects, Engineers, Contractors, Subcontractors and suppliers.
   b. PART 2: Maintenance instructions subdivided by MasterSpec Format Sections as listed within these Contract Documents. For each Section identify names, addresses, contact persons and telephone numbers of Subcontractors and suppliers. Identify the following (in addition to the items listed in "G" above):
      1) Significant design criteria
      2) List of equipment.
      3) Parts list for each component.
      4) Maintenance instructions for equipment and systems.
      5) Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
4. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
5. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
6. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   5. Power failure.
   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 Owner'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.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions.
   2. Performance and design criteria if Contractor is delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components.
   4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
   1. Test and inspection instructions.
   2. Troubleshooting guide.
   3. Precautions against improper maintenance.
   4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   5. Aligning, adjusting, and checking instructions.
   6. Demonstration and training videotape, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.

2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts, Extra Materials and Maintenance Materials

1. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections. If there are no quantities specified then provide a minimum of five percent (5%) of:
   a. all interior finish materials (attic stock).
   b. the number of lamps and ballast needed for every light fixture.
   c. the total number of automatic light sensors
   d. the total number of each filter type required for each Mechanical Unit requiring filters.

2. Provide 100% of all spare parts necessary to operate and maintain all equipment and building systems within the design parameters and/or as recommended by the manufacturer or supplier.

3. Deliver to Project Manager and obtain receipt prior to final payment.

4. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Special Tools

1. Provide any “special tools” (one of each type) if required as part of the operation and maintenance of any of the systems herein specified. “Special tools” are devices that are considered unique to a specified system and necessary for maintenance and operation of that system, and not normally part of the maintenance department inventory.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

G. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017820
SECTION 018200 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these Sections, the more stringent requirement shall apply.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training videotapes.

B. Related Sections include the following, as applicable to this project:

1. Division 1 Section "Allowances" for administrative and procedural requirements for demonstration and training allowances.
2. Division 1 Section "Project Management and Coordination" for requirements for pre-instruction conferences.
3. Divisions 2 through 16 Sections for specific requirements for demonstration and training for products in those Sections.

C. Allowances: Furnish demonstration and training instruction time under the Demonstration and Training Allowance as specified in Division 1 Section "Allowances."

D. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up.

1.3 SUBMITTALS

A. Instruction Program: Submit two (2) copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. At completion of training, submit two (2) complete training manual(s) for Owner's use.

B. Qualification Data: For instructors.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and
E. Demonstration and Training Videotapes: Submit two (2) copies within seven (7) days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:
   a. Name of Project.
   b. Name and address of photographer.
   c. Name of Architect.
   d. Name of Contractor.
   e. Date videotape was recorded.
   f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding videotape. Include name of Project and date of videotape on each page.

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Control Requirements," experienced in operation and maintenance procedures and training.

C. Photographer Qualifications: A professional photographer who is experienced photographing construction projects.

D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data
PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. 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, and as follows:

1. Motorized doors, including overhead coiling doors, overhead coiling grilles, and automatic entrance doors.
2. Equipment, including stage equipment, projection screens, loading dock equipment, waste compactors, food-service equipment, residential appliances and laboratory fume hoods, etc.
3. Fire-protection systems, including fire alarm, fire pumps and fire-extinguishing systems.
4. Intrusion detection systems.
5. Conveying systems, including elevators, wheelchair lifts, escalators and cranes.
6. Medical equipment, including medical gas equipment and piping.
7. Laboratory equipment, including laboratory air and vacuum equipment and piping.
8. Heat generation, including boilers, feed water equipment, pumps, steam distribution piping, and water distribution piping.
9. Refrigeration systems, including chillers, cooling towers, condensers, pumps and distribution piping.
10. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices.
11. HVAC instrumentation and controls.
12. Electrical service and distribution, including transformers, switchboards, panel boards, uninterruptible power supplies and motor controls.
13. Packaged engine generators, including transfer switches.
14. Lighting equipment and controls.
15. Communication systems, including intercommunication, surveillance, clocks and programming, voice and data and television equipment.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.
2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project Record Documents.
   e. Identification systems.
f. Warranties and bonds.
g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.

7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.

8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

   A. Assemble educational materials necessary for instruction, including documentation and training
module. Assemble training modules into a combined training manual.

B. Set up instructional equipment at instruction location.

### 3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner’s personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner with at least seven (7) calendar days' advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral and a demonstration performance-based test.

E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEOTAPES

A. General: Engage a qualified commercial photographer to record demonstration and training videotapes. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Videotape Format: Provide high-quality VHS color videotape in full-size cassettes.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

D. Narration: Describe scenes on videotape by dubbing audio narration off-site after videotape is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.

E. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

END OF SECTION 018200
SECTION 02 41 10 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of various building elements as indicated on the drawings.
2. Demolition of all work as may be required to produce a finished product, whether indicated on the drawings or not.

1.3 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
B. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the A/E, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.4 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.
B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
1.5 PROJECT CONDITIONS

A. Owner will occupy portions of the building immediately adjacent to selective demolition area. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner assumes no responsibility for actual condition of buildings to be selectively demolished.
   1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Asbestos: It is not expected that asbestos will be encountered in the Work. If any materials suspected of containing asbestos are encountered, do not disturb the materials. Immediately notify the A/E and the Owner.

D. Storage or sale of removed items or materials on-site will not be permitted.

1.6 SCHEDULING

A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

1.7 WARRANTY

A. Existing Special Warranty: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.
   1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
   2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

A. Verify that utilities have been disconnected and capped.
B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the A/E.

D. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.

E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
   a. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.

B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished.

1. Arrange to shut off indicated utilities with utility companies.

2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.

3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit after bypassing.

C. Utility Requirements: Refer to Division 22, 23 and 26 Sections for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PREPARATION

A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

3.4 PROTECTION

A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.

B. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 01 Section "Temporary Facilities and Controls."

   1. Protect adjacent buildings and facilities from damage due to demolition activities.
   2. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   3. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
   4. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
   5. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.

C. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.5 POLLUTION CONTROLS

A. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.6 SELECTIVE DEMOLITION

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:

   1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition work above each floor or tier before disturbing supporting members on lower levels.

   2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize
disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

5. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

6. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

7. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

8. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

3.7 PATCHING AND REPAIRS

A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 02 41 10
SECTION 05 50 00 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following metal fabrications:

   1. Rough hardware.

1.3 SUBMITTALS

A. Shop drawings detailing fabrication and erection of each metal fabrication indicated. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide templates for anchors and bolts specified for installation under other Sections.

1.4 QUALITY ASSURANCE

A. Fabricator Qualifications: Firm experienced in producing metal fabrications similar to those indicated for this Project with a record of successful in-service performance, and with sufficient production capacity to produce required units without delaying the Work.


   1. Certify that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

1.5 PROJECT CONDITIONS

A. Field Measurements: Check actual locations of walls and other construction to which metal fabrications must fit by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
1. Where field measurements cannot be made without delaying the Work, guarantee dimensions and proceed with fabricating products without field measurements. Coordinate construction to ensure that actual dimensions correspond to guaranteed dimensions. Allow for trimming and fitting.

PART 2 - PRODUCTS

2.1 FERROUS METALS

A. Metal Surfaces, General: For metal fabrications exposed to view in the completed Work, provide materials selected for their surface flatness, smoothness, and freedom from surface blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.

B. Steel Plates, Shapes, and Bars: ASTM A 36 (ASTM A 36M).

C. Steel Tubing: Product type (manufacturing method) and as follows:
   1. Cold-Formed Steel Tubing: ASTM A 500.
   2. Hot-Formed Steel Tubing: ASTM A 501.
      a. For exterior installations and where indicated, provide tubing with hot-dip galvanized coating per ASTM A 53.

D. Steel Pipe: ASTM A 53, standard weight (schedule 80), unless otherwise indicated, or another weight required by structural loads.
   1. Galvanized finish for exterior installations and where indicated.


G. Welding Rods and Bare Electrodes: Select according to AWS specifications for the metal alloy to be welded.

2.2 PAINT

A. Shop Primer for Ferrous Metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with performance requirements of FS TT-P-664, selected for good resistance to normal atmospheric corrosion, compatibility with finish paint systems indicated, and capability to provide a sound foundation for field-applied topcoats despite prolonged exposure.

B. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in galvanized steel, with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035 or SSPC-Paint 20.
C. Bituminous Paint: Cold-applied asphalt mastic complying with SSPC-Paint 12, except containing no asbestos fibers.

2.3 FASTENERS

A. General: Provide plated fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating, for exterior use or where built into exterior walls. Select fasteners for the type, grade, and class required.

B. Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568, Property Class 4.6), with hex nuts, ASTM A 563 (ASTM A 563M), and, where indicated, flat washers.

C. Machine Screws: ANSI B18.6.3 (ANSI B18.6.7M).

D. Lag Bolts: ANSI B18.2.1 (ANSI B18.2.3.8M).

E. Wood Screws: Flat head, carbon steel, ANSI B18.6.1.


H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing agency.


2. Material: Group 1 alloy 304 or 316 stainless-steel bolts and nuts complying with ASTM F 593 (ASTM F 738M) and ASTM F 594 (ASTM F 836M).

I. Toggle Bolts: FS FF-B-588, tumble-wing type, class and style as required.

2.4 GROUT

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.5 FABRICATION, GENERAL

A. Form metal fabrications from materials of size, thickness, and shapes indicated but not less than that needed to comply with performance requirements indicated. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of each metal fabrication.
B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges.

C. Allow for thermal movement resulting from the following maximum change (range) in ambient temperature in the design, fabrication, and installation of installed metal assemblies to prevent buckling, opening up of joints, and overstressing of welds and fasteners. Base design calculations on actual surface temperatures of metals due to both solar heat gain and nighttime sky heat loss.

1. Temperature Change (Range): 100 deg F (55.5 deg C).

D. Shear and punch metals cleanly and accurately. Remove burrs.

E. Ease exposed edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

F. Remove sharp or rough areas on exposed traffic surfaces.

G. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing, and contour of welded surface matches those adjacent.

H. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts. Locate joints where least conspicuous.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

J. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

K. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

L. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water may accumulate.
2.6 ROUGH HARDWARE

A. Furnish bent, or otherwise custom-fabricated, bolts, plates, anchors, hangers, dowels, and other miscellaneous steel and iron shapes as required for framing and supporting woodwork, and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in 06 Sections.

B. Fabricate items to sizes, shapes, and dimensions required. Furnish malleable-iron washers for heads and nuts that bear on wood structural connections, and furnish steel washers elsewhere.

2.7 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports for applications indicated that are not a part of structural steel framework as required to complete the Work.

B. Fabricate units to sizes, shapes, and profiles indicated and required to receive other adjacent construction retained by framing and supports. Fabricate from structural steel shapes, plates, and steel bars of welded construction using mitered joints for field connection. Cut, drill, and tap units to receive hardware, hangers, and similar items.

1. Equip units with integrally welded anchors for casting into concrete or building into masonry. Furnish inserts if units must be installed after concrete is placed.
   a. Except as otherwise indicated, space anchors 24 inches (600 mm) o.c. and provide minimum anchor units in the form of steel straps 1-1/4 inches (32 mm) wide by 1/4 inch (6 mm) thick by 8 inches (200 mm) long.

C. Galvanize miscellaneous framing and supports in the following locations:

1. Exterior locations.

2.8 FINISHES, GENERAL

A. Comply with NAAMM "Metal Finishes Manual" for recommendations relative to applying and designing finishes.

B. Finish metal fabrications after assembly.

2.9 FINISHES, GENERAL

A. Comply with NAAMM "Metal Finishes Manual" for recommendations relative to applying and designing finishes.

B. Finish metal fabrications after assembly.
2.10 STEEL AND IRON FINISHES

A. Galvanizing: For those items indicated for galvanizing, apply zinc coating by the hot-dip process complying with the following requirements:

1. ASTM A 153 for galvanizing iron and steel hardware.

2. ASTM A 123 for galvanizing both fabricated and unfabricated iron and steel products made of uncoated rolled, pressed, and forged shapes, plates, bars, and strip 0.0299 inch (0.76 mm) thick or thicker.

B. Preparation for Shop Priming: Prepare uncoated ferrous metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:

1. Exteriors (SSPC Zone 1B): SSPC-SP 6 "Commercial Blast Cleaning."

2. Interiors (SSPC Zone 1A): SSPC-SP 3 "Power Tool Cleaning."

C. Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes or to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with requirements of SSPC-PA 1 "Paint Application Specification No. 1" for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installing anchorages, including concrete inserts, sleeves, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

3.2 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of ornamental formed metal.

1. Proceed with installation only after unsatisfactory conditions have been corrected.
3.3 INSTALLATION, GENERAL

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction. Include threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.

B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

C. Provide temporary bracing or anchors in formwork for items that are to be built into concrete masonry or similar construction.

D. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop-welded because of shipping size limitations. Do not weld, cut, or abrade the surfaces of exterior units that have been hot-dip galvanized after fabrication and are intended for bolted or screwed field connections.

E. Field Welding: Comply with the following requirements:
   1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
   2. Obtain fusion without undercut or overlap.
   3. Remove welding flux immediately.
   4. At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing, and contour of welded surface matches those adjacent.

F. Corrosion Protection: Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint.

3.4 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting to comply with SSPC-PA 1 requirements for touching up shop-painted surfaces.
   1. Apply by brush or spray to provide a 2.0-mil (0.05-mm) minimum dry film thickness.

B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of the shop paint on miscellaneous metal is specified in Division 09 Section "Painting."

C. For galvanized surfaces, clean welds, bolted connections, and abraded areas, and apply galvanizing repair paint to comply with ASTM A 780.
3.5 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in field to shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 05 50 00
SECTION 06 10 53 - MISCELLANEOUS CARPENTRY

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section includes the following:
   1. Rough carpentry work not specified elsewhere and generally intended for support of other work.
   2. Wood furring.
   3. Wood equipment bases.
   5. Miscellaneous blocking, grounds, nailers, and panels.

1.3 DELIVERY, STORAGE, AND HANDLING
A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack material above ground level on uniformly spaced supports to prevent deformation.
   1. For material pressure treated with waterborne chemicals, place spacers between each bundle for air circulation.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL
A. Standards: Furnish lumber manufactured to comply with PS 20 "American Softwood Lumber Standard" and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.

   B. Grade Stamps: Furnish lumber with each piece factory-marked with grade stamp of inspection agency that indicates grading agency, grade, species, moisture content at time of surfacing, and mill.
1. For exposed lumber, furnish pieces marked on ends or back of each piece.

C. Sizes: Provide nominal sizes indicated, complying with PS 20 except where actual sizes are specifically noted as being required.

D. Surfacing: Dressed lumber, S4S, unless otherwise indicated.

2.2 DIMENSION LUMBER FOR CONCEALED CONDITIONS

A. Species: Any wood species listed by PS 20.

B. Moisture Content: S-DRY, KD 19 or MC 19 (19 percent maximum moisture content).

C. Grade: No. 2 or standard grade.

D. Fire retardant treated.

2.3 DIMENSION LUMBER FOR EXPOSED CONDITIONS

A. Species: Any one of the following:

1. Douglas fir-larch.

2. Southern yellow pine.


B. Moisture Content: Kiln-dry, KD 15 or MC 15 (15 percent maximum moisture content).

C. Grade: No. 2 or standard grade.

D. Fire retardant treated.

2.4 CONSTRUCTION PANELS


1. Trademark: Furnish construction panels that are each factory-marked with APA trademark for grade specified.

B. Miscellaneous Concealed Plywood: C-C Plugged Exterior, thickness as indicated but not less than 2 inch nominal.
C. Miscellaneous Exposed Plywood: A-D Interior, thickness as indicated but not less than 2 inch nominal.

D. Electrical/Telephone Backing Panels: APA-RATED SHEATHING, Exposure 1, fire-retardant treated, thickness as indicated but not less than 15/32 inch.

2.5 FASTENERS

A. General: Where miscellaneous carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of AISI Type 304 stainless steel.


C. Bolts: ASTM A 307, Grade A; with ASTM A 563 hex nuts and flat washers.

2.6 FIRE-RETARDANT TREATMENT BY PRESSURE PROCESS

A. General: Identify treated wood with appropriate classification marking of Underwriters Laboratories Inc. or other testing and inspection agency acceptable to authorities having jurisdiction.

B. Dimension Lumber: Comply with AWPA C20.
   1. Treatment Type: Interior Type A.

C. Plywood: Comply with AWPA C27.
   1. Treatment Type: Interior Type A.

D. Inspect each piece after drying and discard damaged or defective pieces.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Discard units of material with defects that impair quality of miscellaneous carpentry and in sizes that would require an excessive number or poor arrangement of joints.

B. Cut and fit miscellaneous carpentry accurately. Install members plumb and true to line and level.

C. Coat cut edges of preservative-treated wood to comply with AWPA M4.

D. Securely fasten miscellaneous carpentry as indicated and according to applicable codes and recognized standards.

E. Countersink nail heads on exposed carpentry work and fill holes.
F. Use fasteners of appropriate type and length. Predrill members when necessary to avoid splitting wood.

3.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS

A. Install where shown and where required for screeding or attachment of other work. Cut and shape to required size. Coordinate location with other work involved.

B. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated.

3.3 WOOD FURRING

A. General: Install at spacing indicated, with closure strips at edges and openings. Shim with wood as required for tolerance of finished work.

B. Furring to Receive Plywood Paneling: Install 1-by-3-inch furring at 2 feet o.c., horizontally and vertically. Select furring strips for freedom from knots that could cause bent-over nails and damage to paneling.

C. Furring to Receive Gypsum Board: Install 1-by-2-inch furring at 16 inches o.c., vertically.

END OF SECTION 06 10 53
SECTION 07 84 13 - FIRESTOPPING

PART 1 - GENERAL

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

1.2 DEFINITIONS
A. Firestopping: Material or combination of materials used to retain integrity of fire-rated construction by maintaining an effective barrier against the spread of flame, smoke, and hot gases through penetrations in fire rated wall and floor assemblies.

1.3 GENERAL DESCRIPTION OF THE WORK OF THIS SECTION
Only tested firestop systems shall be used in specific locations as follows:
A. Penetrations for the passage of duct, cable cable tray, conduit, piping, electrical busways and raceways through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor/ceiling assemblies), and vertical service shaft walls and partitions.
B. Safing slot gaps between edge of floor slabs and curtain walls.
C. Openings between structurally separate sections of walls or floors.
D. Gaps between the top of walls and ceilings or roof assemblies.
E. Expansion joints in walls and floors.
F. Opening and penetrations in fire-rated partitions or walls containing fire doors.
G. Openings around structural members which penetrate floors or walls

1.4 REFERENCES

B. Underwriters Laboratories (UL) of Northbrook, IL runs ASTM E-814 under their designation of UL 1479 and publishes the result in their “FIRE RESISTANCE DIRECTORY” that is updated annually.
1. UL Fire Resistance Directory:
   a. Through-Penetration Firestop devices (XHCR)
   b. Fire resistance Ratings (BXUV)
   c. Through penetration Firestop Systems (XHEZ)
   d. Fill, Voids, or Cavity Material (XHHW)
   e. Forming Materials (XHKU)


F. All major building codes, latest edition in the jurisdiction where the project is located (BOCA, etc.).


1.5 QUALITY ASSURANCE

A. A manufacturer’s direct representative (not distributor or agent) to be on-site during initial installation of firestop systems to train appropriate contractor personnel in proper selection and installation procedures. This will be done per manufacturer’s written recommendations published in their literature and drawing details.

B. Firestop System installation must meet requirements of ASTM E-814, UL 1479 or UL 2079 tested assemblies that provide a fire rating equal to that of construction being penetrated.

C. Proposed firestop materials and methods shall conform to applicable governing codes and having local jurisdiction.

D. Firestop Systems do not reestablish the structural integrity of load bearing partitions/assemblies, or support live loads and traffic. Installer shall consult the structural engineer prior to penetrating any load bearing assembly.

1.6 SUBMITTALS

A. Submit Product Data: Manufacturer’s specifications and technical data for each material including the composition and limitations, documentation of UL firestop systems to be used and manufacturer’s installation instructions to comply with Division 01 “Submittals”.

B. Manufacturer’s engineering judgment identification number and drawing details when no UL system is available for an application. Engineer judgment must include both project name and contractor’s name who will install firestop system as described in drawing.

C. Submit material safety data sheets provided with product delivered to job-site.
1.7 INSTALLER QUALIFICATIONS

A. Engage an experienced installer who is certified, licensed, or otherwise qualified by the firestopping manufacturer as having been provided the necessary training to install manufacturer’s products per specified requirements. A supplier’s willingness to sell its firestopping products to the Contractor or to an Installer engaged by the Contractor does not in itself confer qualification on to the buyer.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials undamaged in manufacturer’s clearly labeled, unopened containers, identified with brand, type, and UL label where applicable.

B. Coordinate delivery of materials with scheduled installation date to allow minimum storage time at job-site.

C. Store materials under cover and protect from weather and damage in compliance with manufacturer’s requirements, including temperature restrictions.

D. Comply with recommended procedures, precautions or remedies described in material safety data sheets as applicable.

E. Do not use damaged or expired materials.

1.9 PROJECT CONDITIONS

A. Do not use materials that contain flammable solvents.

B. Schedule installation of firestopping after completion of penetrating item installation but prior to covering or concealing of openings.

C. Verify existing conditions and substrates before starting work. Correct unsatisfactory conditions before proceeding.

D. Weather conditions: Do not proceed with installation of firestop materials when temperatures exceed the manufacturer’s recommended limitations for installation printed on product label and product data sheet.

E. During installation, provide masking and drop cloths to prevent firestopping materials from contaminating any adjacent surfaces.
PART 2 - PRODUCTS

2.1 FIRESTOPPING, GENERAL

A. Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by the firestopping manufacturer based on testing and field experience.

B. Provide components for each firestopping system that are needed to install fill material. Use only components specified by the firestopping manufacturer and approved by the qualified testing agency for the designated fire-resistance-rated systems.

C. Firestopping Materials are either “cast-in-place” (integral with concrete placement) or “post installed”. Provide cast-in-place firestop devices prior to concrete placement.

2.2 ACCEPTABLE MANUFACTURERS

A. Subject to compliance with through penetration firestop systems (XHEZ) and joint systems (XHBN) listed in Volume II of the UL Fire Resistance Directory, provide products of the following manufacturers as indicated below:

1. Hilti, Inc., or approved equal.

2.3 FIRE-RESISTIVE THROUGH PENETRATION SYSTEMS

A. Use only firestop products that have been UL 1479, ASTM E-814, or UL 2079 tested for specific fire-rated construction conditions conforming to construction assembly type, penetrating item type, annular space requirements, and fire-rating involved for each separate instance.

B. Cast-in-place firestop devices for use with non-combustible and combustible plastic pipe (closed and open piping systems) penetrating concrete floors, the following products are acceptable:

1. Hilti CP 680 Cast-in-Place Firestop Device, or approved equal.

C. Sealant or caulking materials for use with non-combustible items including steel pipe, copper pipe, rigid steel conduit and electrical metallic tubing (EMT), the following products are acceptable:

1. Hilti FS-ONE Intumescent Firestop Sealant, or approved equal.
   3M CP25WB, or approved equal.
   STI SSS 100, or approved equal.

D. Sealants or caulking materials for use with sheet metal ducts, the following products are acceptable:
   1. Hilti CP 601s Elastomeric Firestop Sealant, or approved equal.
      STI Series Pen, or approved equal.
      3M Fire Barrier 2000, or approved equal.
   2. Hilti CP 606 Flexible Firestop Sealant, or approved equal.
      3M Firedam 150, or approved equal.
      STI Series ES, or approved equal.
   3. Hilti FS-ONE Intumescent Firestop Sealant, or approved equal.
      3M CP25WB, or approved equal.
      STI SSS 100, or approved equal.

E. Intumescent sealants or caulking materials for use with combustible items (penetrants consumed by high heat and flame) including insulated metal pipe, PVC jacketed, flexible cable or cable bundles and plastic pipe, the following products are acceptable:
   1. Hilti FS-ONE Intumescent Firestop Sealant, or approved equal.
      3M CP25WB, or approved equal.
      STI SSS 100, or approved equal.

F. Non curing, re-penetrable intumescent sealants, caulking or putty materials for use with flexible cable or cable bundles, the following products are acceptable:
   1. Hilti CP 618 Firestop Putty Stick, or approved equal.
      3M Fire Barrier Moldable Putty, or approved equal.
      STI SSP Putty, or approved equal.

G. Wall opening protective materials for use with UL listed metallic and specified nonmetallic outlet boxes, the following products are acceptable:
   1. Hilti CP 617 Firestop Putty Pad, or approved equal.
      3M Graphic Intumescent Seal (GIS), or approved equal.
      STI SSP Intumescent Putty Pads, or approved equal.

H. Firestop collar or wrap devices attached to assembly around combustible plastic pipe (closed and open piping systems), the following products are acceptable:
1. Hilti CP 643/644 Firestop Collar, or approved equal.
   3M Ultra Plastic Pipe Device, or approved equal.
   STI SSC Collars, or approved equal.


I. Materials used for large size/complex penetrations made to accommodate cable trays, multiple steel and copper pipes, electrical busways in raceways, the following products are acceptable:

1. Hilti CP 637 Firestop Mortar, or approved equal.
   3M 3M Fire Barrier Mortar, or approved equal.
   STI SSM Mortar, or approved equal.

2. Hilti CFS-BL Firestop Block, or approved equal.
   3M CS 195 Composite Sheet, or approved equal.
   STI SSB Pillow, or approved equal.


J. Non curing, penetrable materials used for large size/complex penetrations made to accommodate cable trays, multiple steel and copper pipes, electrical busways in raceways, the following products are acceptable:

1. Hilti CFS-BL Firestop Block, or approved equal.
   3M CS 195 Composite Sheet, or approved equal.
   STI SSB Pillow, or approved equal.


K. Provide a firestop system with a “F” Rating as determined by UL 1479 or ASTM E 814 which is equal to the time rating of construction being penetrated.

2.4 FIRE-RESISTIVE JOINT SEALANTS

A. Sealants, caulking or spray materials for use with fire-rated construction joints and other gaps, the following products are acceptable:

1. Hilti CFS-SP WB Firestop Joint Spray, or approved equal.
   3M Firedam Spray, or approved equal.
   STI AS 200 Series, or approved equal.

2. Hilti CP 601s Silicone Firestop Sealant, or approved equal.

   Hilti CP 604 Silicone Self-Leveling Firestop Sealant, or approved equal.
   STI Series Pen, or approved equal.
   3M Fire Barrier 2000, or approved equal.

3. Hilti CP 606 Flexible Firestop Sealant, or approved equal.
3M Firedam 150, or approved equal.
STI Series ES, or approved equal.


B. Sealants or caulking materials used for openings between structurally separate sections of wall and floors, the following products are acceptable:

1. Hilti CFS-SP WB Firestop Joint Spray, or approved equal.
   3M Firedam Spray, or approved equal.
   STI AS 200 Series, or approved equal.

2. Hilti CP 601s Silicone Firestop Sealant, or approved equal.
   Hilti CP 604 Silicone Self-Leveling Firestop Sealant, or approved equal.
   STI Series Pen, or approved equal.
   3M Fire Barrier 2000, or approved equal.

3. Hilti CP 606 Flexible Firestop Sealant, or approved equal.
   3M Firedam 150, or approved equal.
   STI Series ES, or approved equal.


C. Provide a firestop system with an Assembly Rating as determined by UL 2079 or ASTM E 1966 which is equal to the time rating of construction being penetrated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.

1. Verify penetrations are properly sized and in suitable condition for application of materials.

2. Surfaces to which firestop materials will be applied shall be free of dirt, grease, oil, rust, laitance, release agents, water repellents, and any other substances that may affect proper adhesion.

3. Provide masking and temporary covering to prevent soiling of adjacent surfaces by firestopping materials.

4. Comply with manufacturer’s recommendations for temperature and humidity conditions before, during and after installation of firestopping.

5. Do not proceed until satisfactory conditions have been corrected.
3.2 COORDINATION

A. Coordinate location and proper selection of cast-in-place Firestop Devices with trade responsible for the work. Ensure device is installed before placement of concrete.

B. Responsible trade to provide adequate spacing of field run pipes to allow for installation of cast-in-place firestop devices without interferences.

3.3 INSTALLING THROUGH-PENETRATION FIRESTOPS


B. Manufacturer’s Instructions: Comply with manufacturer’s instructions for installation of through-penetration and construction joint materials.
   1. Seal all holes or voids made by penetrations to ensure an air and water resistant seal.
   2. Consult with mechanical engineer, project manager, and damper manufacturer prior to installation of UL firestop systems that might hamper the performance of fire dampers as it pertains to duct work.
   3. Protect materials from damage on surfaces subjected to traffic.

3.4 FIELD QUALITY CONTROL

A. Examine sealed penetration areas to ensure proper installation before concealing or enclosing areas.

B. Keep areas of work accessible until inspection by applicable code authorities.

C. Perform under this section patching and repairing of firestopping caused by cutting or penetrating of existing firestop systems already installed by other trades.

3.5 ADJUSTING AND CLEANING

A. Remove equipment, materials and debris, leaving area in undamaged, clean condition.

B. Clean all surfaces adjacent to sealed holes and joints to be free of excess firestop materials and soiling as work progresses.

END OF SECTION 07 84 13
SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes, but is not limited to, joint sealants for the following locations:

1. Sealant Type 1: Exterior joints in vertical surfaces and horizontal non-traffic surfaces as indicated below:
   a. Control and expansion joints in unit masonry.
   b. Joints of stonework set with mortar including copings and cornices.
   c. Perimeter joints of frames of doors and windows.
   d. Other joints as indicated.

2. Sealant Type 2: Interior and exterior joints in horizontal traffic surfaces as indicated below:
   a. Control, expansion, and isolation joints in cast-in-place concrete slabs, sidewalks, tile and carpet flooring.

3. Sealant Type 3: Interior joints in vertical surfaces and horizontal non-traffic surfaces as indicated below:
   a. Control and expansion joints on exposed interior surfaces of exterior walls.
   b. Perimeter joints of exterior openings where indicated.
   c. Vertical control joints on exposed surfaces of interior unit masonry and concrete walls and partitions.
   d. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
   e. Perimeter joints of toilet fixtures.
   f. Other joints as indicated.

4. Sealant Type 4: Interior sanitary joints in vertical and horizontal surfaces as indicated below:
   a. Perimeter joints of fixtures in bathroom, lavatory and kitchen applications.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 01 Specification Sections.

B. Product Data: For each joint-sealant product indicated.
C. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

D. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

E. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance for a period of three years.

B. Single Source Responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT CONDITIONS

A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
2. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer or below 40 deg F (4 deg C).
3. When joint substrates are wet.
B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.

C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.7 SEQUENCING AND SCHEDULING

A. Sequence installation of joint sealants to occur not less than 21 nor more than 30 days after completion of waterproofing, unless otherwise indicated.

1.8 WARRANTY

A. Special Installer’s Warranty: Installer’s standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period. Provide five (5) year written warranty covering correction of defective work within a five year period after Date of Substantial Completion.

B. Special Manufacturer’s Warranty: Provide ten (10) year material warranty from date of Substantial Completion for silicone sealants, provide five (5) year material warranty from date of Substantial Completion for urethane sealants and provide two (2) year material warranty from date of Substantial Completion for acrylic latex sealants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

B. Colors: Provide color of exposed joint sealants to comply with the following:

1. Provide selections made by Architect from manufacturer's full range of standard and special colors for products of type indicated.

2.2 SEALANTS

A. Sealant Type 1: For sealing exterior joints, provide a multi-component polyurethane sealant complying with ASTM C-920.

1. Provide “Dynatrol II” sealant by Pecora, Dymeric 240 FC by Tremco or approved equal.

B. Sealant Type 2: For sealing interior or exterior joints, provide a multi-component high performance polyurethane sealant complying with ASTM C-920.
1. Provide Urexpan NR-200/Dynated sealant by Pecora or approved equal.

C. Sealant Type 3: For all interior joints, provide an acrylic latex, one part non sag sealant compound; recommended by manufacturer for general use as an interior exposed building construction sealant complying with ASTM C-834.
   1. Provide one of the following:
      a. AC -20 + Silicone by Pecora Corporation, Tremflex 834 by Tremco or approved equal.

D. Sealant Type 4: For use at all joints at plumbing fixtures, provide one-part silicone sealant complying with ASTM C-920 and USDA approval.
   1. Provide one of the following:
      a. Pecora 898 Silicone, Tremco Tremsil 200 or approved equal.

2.3 JOINT SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Plastic Foam Joint Fillers: Preformed, compressible, resilient, nonstaining, nonwaxing, nonextruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
   1. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, nonoutgassing in unruptured state.
   2. Open-cell polyurethane foam, nonoutgassing backer rod.

C. Elastomeric Tubing Joint Fillers: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, capable of remaining resilient at temperatures down to -26 deg F (-32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and otherwise contribute to optimum sealant performance.

D. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.
   1. Provide Pecora #531 Bond-breaker Tape, or approved equal.
2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.

3. Remove laitance and form release agents from concrete.

4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:

1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   a. Do not leave gaps between ends of joint fillers.
   b. Do not stretch, twist, puncture, or tear joint fillers.
   c. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.

2. Install bond breaker tape between sealants where backer rods are not used between sealants and joint fillers or back of joints.

C. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.

D. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

   1. Provide concave joint configuration, unless otherwise indicated.

3.4 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.
3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that and installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 92 00
SECTION 09 21 16 - GYPSUM BOARD ASSEMBLIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:
   1. Non-load-bearing steel framing members for gypsum board assemblies.
   2. Gypsum board assemblies attached to steel framing.
   3. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

B. Related Sections include the following:
   1. Division 07 Section "Firestopping" for firestopping systems and fire-resistive-rated joint sealants.

1.3 REFERENCES

A. GA-216, “Application and Finishing of Gypsum Board.”


1.4 DEFINITIONS

A. Gypsum Board Construction Terminology: Refer to ASTM C 11 and GA-505 for definitions of terms related to gypsum board assemblies not defined in this Section or in other referenced standards.

1.5 SUBMITTALS

A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.

B. Product data for each type of product specified.
1.6 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: Where fire-rated gypsum board assemblies are indicated, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

1. Fire Resistance Ratings: As indicated by reference to GA File Numbers in GA-600 "Fire Resistance Design Manual" or to design designations in UL "Fire Resistance Directory" or in the listing of another testing and inspecting agency acceptable to authorities having jurisdiction.

B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.


D. Single-Source Responsibility for Panel Products: Obtain each type of gypsum board and other panel products from a single manufacturer.

E. Single-Source Responsibility for Finishing Materials: Obtain finishing materials from either the same manufacturer that supplies gypsum board and other panel products or from a manufacturer acceptable to gypsum board manufacturer.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original packages, containers, or bundles bearing brand name and identification of manufacturer or supplier.

B. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes. Neatly stack gypsum panels flat to prevent sagging.

C. Handle gypsum board to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage metal corner beads and trim.

1.8 PROJECT CONDITIONS

A. Environmental Conditions, General: Establish and maintain environmental conditions for applying and finishing gypsum board to comply with ASTM C 840 and with gypsum board manufacturer's recommendations.

B. Room Temperatures: For nonadhesive attachment of gypsum board to framing, maintain not less than 40 deg F (4 deg C). For adhesive attachment and finishing of gypsum board, maintain not less
than 50 deg F (10 deg C) for 48 hours prior to application and continuously after until dry. Do not exceed 95 deg F (35 deg C) when using temporary heat sources.

C. Ventilation: Ventilate building spaces, as required, for drying joint treatment materials. Avoid drafts during hot dry weather to prevent finishing materials from drying too rapidly.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

1. Steel Framing and Furring:
   a. Clark Steel Framing.
   b. Consolidated Systems, Inc.
   c. Dale Industries, Inc.
   d. Dietrich Industries, Inc.
   e. Marino Industries Corp.
   g. Unimast Inc.

2. Grid Suspension Assemblies:
   a. Chicago Metallic Corp.
   b. USG Interiors, Inc.

3. Gypsum Board and Related Products:
   a. Georgia-Pacific Corp.
   c. United States Gypsum Co.

2.2 STEEL FRAMING FOR WALLS AND PARTITIONS

A. General: Provide steel framing members complying with the following requirements:

1. Component Sizes and Spacings: As indicated but not less than that required to comply with ASTM C 754 under the following maximum deflection and lateral loading conditions:
   a. Maximum Deflection: L/120 at 10 lbf per sq. ft.

2. Protective Coating: Manufacturers standard galvanized coating.

B. Steel Studs and Runners: ASTM C 645, with flange edges of studs bent back 90 deg and doubled over to form 3/16-inch-wide minimum lip (return) and complying with the following requirements for minimum thickness of base (uncoated) metal and for depth:

1. Depth: 3-5/8 inches, unless otherwise indicated.
2. Studs ASTM C 645, 20 gauge unless otherwise indicated.

3. Runners: Match studs; type recommended by stud manufacturer for floor and ceiling support of studs, and for vertical abutment of drywall work at other work.

C. Steel Rigid Furring Channels: ASTM C 645, hat-shaped, depth and minimum thickness of base (uncoated) metal as follows:
   1. Depth: 7/8 inch.
   2. Thickness: 0.0179 inch, unless otherwise indicated.

D. Fasteners for Metal Framing: Provide fasteners of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel framing and furring members securely to substrates involved; complying with the recommendations of gypsum board manufacturers for applications indicated.

2.3 CEILING SUPPORT MATERIALS AND SYSTEMS

A. General: Size ceiling support components to comply with ASTM C754 unless otherwise indicated.
   1. Main Runners: Steel channels with rust inhibitive paint finish, hot or cold-rolled.
   2. Hanger Wire: ASTM CA 641, soft, Class 1 galvanized.
   3. Hanger Anchorage Devices: Devices applicable to the indicated method of structural anchorage for ceiling hangers and whose suitability for use intended has been proven through standard construction practices or by certified test data. Size devices for 3x calculated load supported.
   4. Furring Member: ASTM C 645; 0.0179" minimum thickness of base metal, hat-shaped.
   5. Furring Anchorages: 16 gauge galvanized wire ties, manufacturer's standard wire type clips, bolts, nails or screws as recommended by furring manufacturer and complying with C 754.
   6. Direct Suspension Systems: Manufacturer's standard zinc coated or painted steel system of furring runners, furring tees, and accessories designed for concealed support of gypsum drywall ceilings, of proper type for use intended.

2.4 GYPSUM BOARD PRODUCTS

A. General: Provide gypsum board of types indicated in maximum lengths available to minimize end-to-end butt joints.

B. Gypsum Wallboard: Complying with ASTM C 36/C or ASTM C 1396/C, as applicable to type of gypsum board indicated (whichever is more stringent) and as follows:
1. Type: Regular for vertical surfaces, unless otherwise indicated.

2. Thickness: 5/8 inch unless otherwise indicated.

3. Products: Subject to compliance with requirements, provide one of the following products where proprietary gypsum wallboard is indicated:
   a. Gyprock Fireguard C Gypsum Board, Domtar Gypsum.
   b. SHEETROCK Brand Gypsum Panels, ULTRACODE Core, United States Gypsum Co.

C. Water-Resistant Gypsum Backing Board: ASTM C 630/C or ASTM C 1396/C and as follows:
   1. Type: Regular, unless otherwise indicated.
   2. Thickness: 5/8 inch (15.9 mm), unless otherwise indicated.
   3. Type and Thickness: Regular, ½ inch (12.7 mm) thick, unless otherwise indicated.

2.5 TRIM ACCESSORIES

A. Accessories for Interior Installation: Corner beads, edge trim, and control joints complying with ASTM C 1047 and requirements indicated below:
   1. Material: Formed metal, plastic, or metal combined with paper, with metal complying with the following requirement:
      a. Sheet steel zinc-coated by hot-dip process.

2.6 JOINT TREATMENT MATERIALS

A. General: Provide joint treatment materials complying with ASTM C 475 and the recommendations of both the manufacturers of sheet products and of joint treatment materials for each application indicated.

B. Joint Tape for Gypsum Board: Paper reinforcing tape, unless otherwise indicated.
   1. Use pressure-sensitive or staple-attached open-weave glass-fiber reinforcing tape with compatible joint compound where recommended by manufacturer of gypsum board and joint treatment materials for application indicated.

C. Setting-Type Joint Compounds for Gypsum Board: Factory-packaged, job-mixed, chemical-hardening powder products formulated for uses indicated.

2.7 MISCELLANEOUS MATERIALS

A. General: Provide auxiliary materials for gypsum board construction that comply with referenced standards and recommendations of gypsum board manufacturer.
B. Steel drill screws complying with ASTM C 954 for fastening gypsum board to steel members from 0.033 to 0.112 inch thick.

C. Sound Attenuation Blankets: ASTM-C-665-84, Type I semi-rigid unfaced mineral fiber blanket, Class 25 flame spread, 3” thickness or as indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates to which gypsum board assemblies attach or abut, installed hollow metal frames, cast-in-anchors, and structural framing with Installer present for compliance with requirements for installation tolerances and other conditions affecting performance of assemblies specified in this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLING STEEL FRAMING, GENERAL

A. Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.

B. Install supplementary framing, blocking, and bracing at terminations in gypsum board assemblies to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction. Comply with details indicated and with recommendations of gypsum board manufacturer or, if none available, with "Gypsum Construction Handbook" published by United States Gypsum Co.

C. Isolate steel framing from building structure at locations indicated to prevent transfer of loading imposed by structural movement. Comply with details shown on Drawings.

1. Where building structure abuts ceiling perimeter or penetrates ceiling.

2. Where partition framing and wall furring abut structure except at floor.
   a. Provide slip- or cushioned-type joints as detailed to attain lateral support and avoid axial loading.
D. Do not bridge building expansion and control joints with steel framing or furring members. Independently frame both sides of joints with framing or furring members as indicated

3.4 INSTALLING STEEL FRAMING FOR WALLS AND PARTITIONS

A. Install runners (tracks) at floors, ceilings, and structural walls and columns where gypsum board stud assemblies abut other construction.

1. Where studs are installed directly against exterior walls, install asphalt felt strips between studs and wall.

B. Installation Tolerances: Install each steel framing and furring member so that fastening surfaces do not vary more than 1/8 inch from the plane formed by the faces of adjacent framing.

C. Extend partition framing full height to structural supports or substrates above suspended ceilings, except where partitions are indicated to terminate at suspended ceilings. Continue framing over frames for doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board.

D. Install steel studs and furring in sizes and at spacings indicated but not less than that required by the referenced steel framing installation standard to comply with maximum deflection and minimum loading requirements specified:


E. Install steel studs so that flanges point in the same direction and so that leading edges or ends of each gypsum board can be attached to open (unsupported) edges of stud flanges first.

F. Frame door openings to comply with details indicated, with GA-219, and with applicable published recommendations of gypsum board manufacturer. Attach vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.

1. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
   a. Install two studs at each jamb unless otherwise indicated.
   b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch (13-mm) clearance from jamb stud to allow for installation of control joint in finished assembly.
   c. Extend vertical jamb studs through suspended ceilings and attach to underside of floor or roof structure above.

2. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
3.5 INSTALLING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Hangers: 48 inches (1219 mm) o.c.
2. Carrying Channels (Main Runners): 48 inches (1219 mm) o.c.
3. Furring Channels (Furring Members): 16 inches (406 mm) o.c.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
   a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
   a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.

3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
5. Do not attach hangers to steel roof deck.
6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
8. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

E. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 20 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.
3.6 APPLYING AND FINISHING GYPSUM BOARD, GENERAL

A. Gypsum Board Application and Finishing Standards: Install and finish gypsum panels to comply with ASTM C 840 and GA-216.

B. Install wall/partition board panels to minimize the number of abutting end joints or avoid them entirely. Stagger abutting end joints not less than one framing member in alternate courses of board. At stairwells and other high walls, install panels horizontally with end abutting joints over studs and staggered.

C. Install gypsum panels with face side out. Do not install imperfect, damaged, or damp panels. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

D. Locate both edge or end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Position adjoining panels so that tapered edges abut tapered edges, and field-cut edges abut field-cut edges and ends. Do not place tapered edges against cut edges or ends. Stagger vertical joints over different studs on opposite sides of partitions. Avoid joints at corners of framed openings where possible.

E. Attach gypsum panels to steel studs so that the leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

F. Attach gypsum panels to framing provided at openings and cutouts.

G. Form control joints and expansion joints at locations indicated and as detailed, with space between edges of adjoining gypsum panels, as well as supporting framing behind gypsum panels.

H. Isolate perimeter of non-load-bearing gypsum board partitions at structural abutments, except floors, as detailed. Provide 1/4-inch-to-1/2-inch-wide spaces at these locations and trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

I. Floating Construction: Where feasible, including where recommended by manufacturer, install gypsum panels over wood framing, with floating internal corner construction.

J. Space fasteners in gypsum panels according to referenced gypsum board application and finishing standard and manufacturer's recommendations.

K. Install sound attenuation blankets at all partitions prior to gypsum board unless readily installed after board has been installed.

3.7 GYPSUM BOARD APPLICATION METHODS

A. Single-Layer Application: Install gypsum wallboard panels as follows:
1. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing), unless parallel application is required for fire-resistive-rated assemblies. Use maximum-length panels to minimize end joints.

2. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.

B. Single-Layer Fastening Methods: Apply gypsum panels to supports as follows:

1. Fasten with screws.

C. Multilayer Application:

1. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.

2. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.

3.8 INSTALLING TRIM ACCESSORIES

A. General: For trim accessories with back flanges, fasten to framing with the same fasteners used to fasten gypsum board. Otherwise, fasten trim accessories according to accessory manufacturer’s directions for type, length, and spacing of fasteners.

B. Install corner beads at external corners.

C. Install edge trim where edge of gypsum panels would otherwise be exposed or semiexposed. Provide edge trim type with face flange formed to receive joint compound except where other types are indicated.

1. Install U-bead where indicated.

D. Install control joints at locations indicated, and where not indicated according to ASTM C 840, and in locations approved by the Architect for visual effect.

3.9 FINISHING GYPSUM BOARD ASSEMBLIES

A. General: Apply joint treatment at gypsum board joints (both directions); flanges of corner bead, edge trim, and control joints; penetrations; fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration and levels of gypsum board finish indicated.

B. Prefill open joints, rounded or beveled edges, and damaged areas using setting-type joint compound.
C. Apply joint tape over gypsum board joints except those with trim accessories having concealed face flanges not requiring taping to prevent cracks from developing in joint treatment at flange edges.

D. Apply joint tape over gypsum board joints and to trim accessories with concealed face flanges as recommended by trim accessory manufacturer and as required to prevent cracks from developing in joint compound at flange edges.

E. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
   1. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.
      a. Primer and its application to surfaces are specified in other Division 9 Sections.

3.10 CLEANING AND PROTECTION
A. Promptly remove any residual joint compound from adjacent surfaces.
B. Provide final protection and maintain conditions, in a manner suitable to Installer, that ensures gypsum board assemblies remain without damage or deterioration at time of Substantial Completion.

END OF SECTION 09 21 16
SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes:
   1. Ceilings composed of acoustical panels and exposed suspension systems.
   2. Metal edge moldings and trim

B. Related Sections include the following:
   1. Division 01 Section “Construction Waste Management”
   2. Division 01 Section “Sustainable Design Requirements”
   3. Division 09 Section "Acoustical Wall and Ceiling Panels"

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.

B. Product data for each type of product specified.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed acoustical panel ceilings similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

B. Fire-Test-Response Characteristics: Provide acoustical panel ceilings that comply with the following requirements:
   1. Surface-burning characteristics of acoustical panels comply with ASTM E 1264 for Class A materials as determined by testing identical products per ASTM E 84.
   2. Acoustical panel ceilings indicated are identical in materials and construction to those tested for fire resistance per ASTM E 119.
   3. Fire-resistance-rated, acoustical panel ceilings are indicated by design designations listed in the UL "Fire Resistance Directory," in the Warnock Hersey "Certification Listings," or in the listing of another qualified testing and inspecting agency.
   4. Products are identified with appropriate markings of applicable testing and inspecting agency.
C. Single-Source Responsibility for Ceiling Units: Obtain each type of acoustical ceiling panel from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.

D. Single-Source Responsibility for Suspension System: Obtain each type of suspension system from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
   1. Obtain both acoustical panels and suspension system from the same manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels and suspension system components to Project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.6 PROJECT CONDITIONS

A. Space Enclosure and Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet-work in spaces is completed and dry, work above ceilings is complete, and ambient temperature and humidity conditions are being maintained at the levels indicated for Project when occupied for its intended use.

B. All acoustical ceilings shall be installed to comply with seismic design requirements of current IBC codes.

C. General Contractor shall provide adequate ventilation and humidity control before, during and after ceiling installation to prevent damage (sagging etc) to ceilings prior to Owner's acceptance of building.

1.7 COORDINATION

A. Coordinate layout and installation of acoustical panels and suspension system components with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system components (if any), and partition assemblies (if any).

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels clearly describing contents.
1. Acoustical Ceiling Units: Furnish quantity of full-size units equal to 2.0 percent of amount installed.
2. Exposed Suspension System Components: Furnish quantity of each exposed component equal to 2.0 percent of amount installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, acoustical panels that may be incorporated in the Work include, but are not limited to, the following:
   1. Non-Fire-Resistance-Rated, Water-Felted, Mineral-Base Panels:
      a. Certainteed Ceilings (BPB America, Inc.), basis of design.
      b. Armstrong World Industries, Inc.
      c. USG Interiors, Inc.
   2. Non-Fire-Resistance-Rated, Fiberglass-Base Panels:
      a. Certainteed Ceilings (BPB America, Inc.), basis of design.
         1) Ecophon.
         2) Decoustics.

2.2 ACOUSTICAL PANELS, GENERAL

A. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances, unless otherwise indicated.

B. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.

2.3 MINERAL-BASE ACOUSTICAL CEILING PANELS

A. Where APC-1 is indicated: 24" x 24" x 3/4" thick, trim (square) edge, NRC .70, CAC 35, light reflectance .90. Certainteed Performa "Symphony f", or approved equal.

2.4 METAL SUSPENSION SYSTEMS, GENERAL

A. Metal Suspension System Standard: Provide manufacturer's 15/16" standard metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable ASTM C 635 requirements.

B. Finishes and Colors: Provide manufacturer's standard factory-applied finish for type of system indicated.
C. Attachment Devices: Size for 5 times the design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.
   1. Cast-In-Place and Postinstalled Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attachment of hangers of type indicated and with capability to sustain, without failure, a load equal to 5 times that imposed by ceiling construction, as determined by testing per ASTM E 488, conducted by a qualified testing agency.
      a. Type: Cast-in-place anchors.
      b. Type: Expansion anchors.
      c. Corrosion Protection: Carbon steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (0.005 mm) for Class SC service condition (mild).
   2. Powder-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attachment of hangers of type indicated, and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing per ASTM E 1190, conducted by a qualified testing agency.

D. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
   2. Size: Select wire diameter so that its stress at 3 times the hanger design load (ASTM C 635, Table 1, Direct Hung) will be less than the yield stress of wire, but provide not less than 0.106-inch- (2.69-mm-) diameter wire.

E. Hanger Rods: Mild steel, zinc coated, or protected with rust-inhibitive paint.

F. Flat Hangers: Mild steel, zinc coated, or protected with rust-inhibitive paint.

G. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide, formed with 0.0396-inch- (1-mm-) thick galvanized-steel sheet complying with ASTM A 446, G 90 (ASTM A 446M, Z 275) Coating Designation, with bolted connections and 5/16-inch- (8-mm-) diameter bolts.

H. Sheet-Metal Edge Moldings and Trim: Type and profile indicated, or if not indicated, manufacturer's standard moldings for edges and penetrations that fit acoustical panel edge details and suspension systems indicated; formed from sheet metal of same material and finish as that used for exposed flanges of suspension system runners.
   1. For lay-in panels with reveal edge details, provide stepped-edge molding that forms reveal of same depth and width as that formed between edge of panel and flange at exposed suspension member.
   2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

I. Hold-Down Clips for Non-Fire-Resistance-Rated Ceilings: For interior ceilings composed of acoustical panels weighing less than 1 lb per sq. ft. (4.88 kg per sq. m), provide hold-down clips spaced 24 inches (610 mm) o.c. on all cross tees.
2.5 NON-FIRE-RESISTANCE-RATED, DIRECT-HUNG SUSPENSION SYSTEMS

A. Wide-Face, Single-Web, Steel Suspension System: Main and cross runners roll formed from prepainted or electrolytic zinc-coated, cold-rolled steel sheet, with prepainted 15/16-inch- (24-mm-) wide flanges; other characteristics as follows:
   2. Finish: Painted white.

2.6 ACOUSTICAL SEALANT

A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 and the following requirements:
   1. Product is effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies per ASTM E 90.
   2. Product has flame-spread and smoke-developed ratings of less than 25 per ASTM E 84.

PART 3 - EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT (LEED)

A. The contractor, subcontractors, and their personnel shall follow the procedures and practices for waste separation, collection and transport as defined in the contractor’s “Waste Management Plan” as required by Division 01 Section "Construction Waste Management."

3.2 EXAMINATION

A. Examine substrates and structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.3 PREPARATION

A. Coordination: Furnish layouts for cast-in-place anchors, clips, and other ceiling anchors whose installation is specified in other Sections.
   1. Furnish cast-in-place anchors and similar devices to other trades for installation well in advance of time needed for coordinating other work.

B. Measure each ceiling area and establish the layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and conform to the layout shown on reflected ceiling plans.
3.4 INSTALLATION

A. General: Install acoustical panel ceilings to comply with publications referenced below per manufacturer's instructions and CISCA "Ceiling Systems Handbook."

B. Suspend ceiling hangers from building's structural members and as follows:
   1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of the supporting structure or of the ceiling suspension system.
   2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
   3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with the location of hangers at spacings required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
   4. Secure wire hangers to ceiling suspension members and to supports above with a minimum of 3 tight turns. Connect hangers either directly to structures or to inserts, eye screws, or other devices that are secure, that are appropriate for substrate, and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
   5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
   6. Secure bracing wires to ceiling suspension members and to supports with a minimum of 4 tight turns. Fasten bracing wires to concrete with cast-in-place or postinstalled anchors.
   7. Do not support ceilings directly from permanent metal forms. Fasten hangers to cast-in-place hanger inserts, powder-actuated fasteners, or drilled-in anchors that extend through forms into concrete.
   8. Do not attach hangers to steel deck tabs.
   9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
   10. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers, unless otherwise shown; and provide hangers not more than 8 inches (200 mm) from ends of each member.
   11. Mechanical and electrical components shall be independently supported. Verify with all other trades that their components will receive independent supports and that no loads will be imposed on the ceiling suspension system other than the weight of the ceiling system.

C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
   1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Screw attach moldings to substrate at intervals not over 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.18 mm in 3.66 m). Miter corners accurately and connect securely.

3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

D. Install suspension system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

E. Install acoustical panels with undamaged edges and fitted accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide neat, precise fit.

3.5 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension system members. Comply with manufacturer's instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 13
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Luxury vinyl floor tile.

2. Vinyl Base

B. Related Sections include the following:

1. Division 01 Section “Construction Waste Management”

2. Division 09 Section "Carpet Tile"

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 01 Specification Sections.

B. Product data for each type of product specified.

1. Certification by tile manufacturer that products supplied for tile installation comply with local regulations controlling use of volatile organic compounds (VOC's).

C. Samples for initial selection purposes in form of manufacturer's color charts consisting of actual tiles or sections of tiles showing full range of colors and patterns available for each type of vinyl floor tile indicated.

D. Maintenance data for vinyl floor tile, to include in Operating and Maintenance Manual specified in Division 01.
1.4 QUALITY ASSURANCE

A. Single-Source Responsibility for Floor Tile: Obtain each type, color, and pattern of tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.

B. Fire Performance Characteristics: Provide vinyl floor tile with the following fire performance characteristics as determined by testing products per ASTM test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.

1. Critical Radiant Flux: 0.45 watts per sq. cm or more per ASTM E 648.

2. Smoke Density: Less than 450 per ASTM E 662.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver tiles and installation accessories to Project site in original manufacturer's unopened cartons and containers each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.

B. Store flooring materials in dry spaces protected from the weather with ambient temperatures maintained between 50 deg F (10 deg C) and 90 deg F (32 deg C).

C. Store tiles on flat surfaces. Move tiles and installation accessories into spaces where they will be installed at least 48 hours in advance of installation.

1.6 PROJECT CONDITIONS

A. Maintain a minimum temperature of 70 deg F (21 deg C) in spaces to receive tiles for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. After this period, maintain a temperature of not less than 55 deg F (13 deg C).

B. Do not install tiles until they are at the same temperature as the space where they are to be installed.

C. Close spaces to traffic during tile installation.

1.7 SEQUENCING AND SCHEDULING

A. Install tiles and accessories after other finishing operations, including painting, have been completed.

B. Do not install tiles over concrete slabs until the slabs have cured and/or are sufficiently dry to bond with adhesive as determined by tile manufacturer's recommended bond and moisture test.
PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, vinyl floor tiles that may be incorporated in the Work include:

1. Manufacturer of Luxury Vinyl Composition Tile:
   a. Mannington Commercial, Anthology, City Grid Time Basis of Design, or approved equal

2. Manufacturer of Vinyl Base:
   a. Roppe, Pinnacle (Renovation) Basis of Design or approved equal

2.2 LUXURY VINYL TILE

A. Luxury Vinyl Tile: Comply with ASTM F 1700, ASTM E648, and ASTM E662; 18” x 18” unless otherwise indicated, and as follows:

1. Composition 1 - asbestos-free.

2. Overall Gauge: 0.098” / 2.5mm nominal

3. Tile Size: 18” x 18”

2.3 ACCESSORIES

A. Wall Base: Provide base complying with FS SS-W-40; Type 1 vinyl with matching end stops and preformed or molded corner units, and as follows:

1. Height: 4 1/2 inches.

2. Thickness: 1/8 inch gauge.

3. Style: Standard top-set cove


5. Manufacturers:
   a. Roppe, Basis of Design, or approved equal
   b. Armstrong
   c. Johnsonite
2.4 INSTALLATION ACCESSORIES

A. Concrete Slab Primer: Nonstaining type as recommended by flooring manufacturer.

B. Trowelable Underlayments and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by tile manufacturer for applications indicated.

C. Adhesives (Cements): Rollable acrylic adhesive recommended by tile manufacturer to suit luxury vinyl tile products and substrate conditions indicated.

D. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edge of tiles, and in maximum available lengths to minimize running joints.

2.5 COLORS AND PATTERNS

A. Colors and patterns shall be as selected by Architect. Patterns shall be defined as using not more than [5] different colors of tile in any given area, applied in stripes, diagonals, checkerboard pattern and other designs as determined by the Architect. All selections shall be made from manufacturer's full product lines (including premium colors).

B. Color Schedule:
See Architectural drawings for color schedule list in reference to this material.

Note: Bidders are advised that this color schedule has been submitted to, and reviewed by the Owner, and shall be finalized during the construction process, approved by the Owner and submitted to the Contractor for execution. Contractors shall take note and are hereafter strongly advised that some material substitutions submitted may be required to be provided with custom colors, textures and finishes based upon this schedule. Material substitutions are subject to being rejected solely on appearance.

PART 3 - EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT

A. The contractor, subcontractors, and their personnel shall follow the procedures and practices for waste separation, collection and transport as defined in the contractor’s “Waste Management Plan” as required by Division 01 Section "Construction Waste Management."

3.2 EXAMINATION

A. General: Examine areas where installation of tiles will occur, with Installer present, to verify that substrates and conditions are satisfactory for tile installation and comply with tile manufacturer's requirements and those specified in this Section.
B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.3 PREPARATION

A. General: Comply with manufacturer's installation specifications to prepare substrates indicated to receive tile.

B. Use trowelable leveling and patching compounds per tile manufacturer's directions to fill cracks, holes, and depressions in substrates.

C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, by using a terrazzo or concrete grinder, a drum sander, or a polishing machine equipped with a heavy-duty wire brush.

D. Concrete Substrates: Prepare according to ASTM F 710.
   1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
   2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
   3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
   4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
      a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
      b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75% relative humidity level measurement.

E. Broom or vacuum clean substrates to be covered by tiles immediately before tile installation. Following cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust.

   Apply concrete slab primer, if recommended by flooring manufacturer, prior to applying adhesive. Apply according to manufacturer's directions.

3.4 INSTALLATION

A. General: Comply with tile manufacturer's installation directions and other requirements indicated that are applicable to each type of tile installation included in Project.
B. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths at perimeter that equal less than one-half of a tile. Install tiles square with room axis, unless otherwise indicated.

C. Match tiles for color and pattern by selecting tiles from cartons in same sequence as manufactured and packaged, if so numbered. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped, or deformed tiles.

1. Lay tiles in pattern with respect to location of colors, patterns, and sizes as indicated on Drawings.

D. Scribe, cut, and fit tiles to butt tightly to vertical surfaces, permanent fixtures, built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings.

E. Extend tiles into toe spaces, door reveals, closets, and similar openings.

F. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other nonpermanent marking device.

G. Install tiles on covers for telephone and electrical ducts, and similar items occurring within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly adhere edges to perimeter of floor around covers and to covers.

H. Adhere tiles to flooring substrates without producing open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections in completed tile installation.

I. Use full spread of adhesive applied to substrate in compliance with tile manufacturer's directions including those for trowel notching, adhesive mixing, and adhesive open and working times.

J. Hand roll tiles where required by tile manufacturer.

3.5 CLEANING AND PROTECTION

A. Perform the following operations immediately after completing tile installation:

1. Remove visible adhesive and other surface blemishes using cleaner recommended by tile manufacturers.

2. Sweep or vacuum floor thoroughly.

3. Do not wash floor until after time period recommended by vinyl floor tile manufacturer.

4. Strip factory applied protective finish.
5. Clean and scrub floor as per manufacturer’s recommendations.

6. Cover tiles with undyed, untreated building paper until inspection for Substantial Completion.

B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods indicated or recommended by tile manufacturer.

1. Do not move heavy and sharp objects directly over tiles. Place plywood or hardboard panels over tiles and under objects while they are being moved. Slide or roll objects over panels without moving panels.

C. Clean tiles not more than 4 days prior to dates scheduled for inspections intended to establish date of Substantial Completion in each area of Project. Additionally clean tiles, as required, using method recommended by manufacturer.

END OF SECTION 09 65 19
SECTION 09 68 14 - CARPET TILE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes carpet tile and installation.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 01 Section “Construction Waste Management”

2. Division 02 Sections for removing existing flooring, if applicable.

3. Division 09 Section “Luxury Vinyl Tile Flooring and Accessories” for materials and installation.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance. Include installation methods.

B. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.


2. Exposed Edge Stripping and Accessory: 12-inch- (300-mm-) long Samples.

C. Product Schedule: Use same room and product designations indicated on Drawings and in schedules.

D. Maintenance Data: For carpet tile to include in maintenance manuals specified in Division 01. Include the following:

1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.

2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.
1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who is certified by the Floor Covering Installation Board (FCIB) or who can demonstrate compliance with FCIB certification program requirements.

B. Single-Source Responsibility: Obtain each type of carpet tile from one source and by a single manufacturer.

C. Fire-Test-Response Characteristics: Provide carpet tile with the following fire-test-response characteristics as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify carpet tile with appropriate markings of applicable testing and inspecting agency.


2. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm per ASTM E 648.

3. Flame Spread: 25 or less per ASTM E 84.

4. Smoke Developed: 450 or less per ASTM E 84.

1.5 DELIVERY, STORAGE, AND HANDLING

A. General: Comply with the Carpet and Rug Institute's CRI 104, Section 5: "Storage and Handling."

B. Deliver materials to Project site in original factory wrappings and containers, labeled with identification of manufacturer, brand name, and lot number.

C. Store materials on-site in original undamaged packages, inside well-ventilated area protected from weather, moisture, soilage, extreme temperatures, and humidity. Lay flat, with continuous blocking off ground.

1.6 PROJECT CONDITIONS

A. General: Comply with CRI 104, Section 6: "Site Conditions."

B. Space Enclosure and Environmental Limitations: Do not install carpet tile until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient temperature and humidity conditions are and will be continuously maintained at values near those indicated for final occupancy.

C. Subfloor Moisture Conditions: Moisture emission rate of not more than 3 lb/1000 sq. ft./24 hours (14.6 kg/1000 sq. m/24 hours) when tested by calcium chloride moisture test in compliance with CRI 104, 6.2.1, with subfloor temperatures not less than 55 deg F (12.7 deg C).
D. Subfloor Alkalinity Conditions: A pH range of 5 to 9 when subfloor is wetted with potable water and pHydron paper is applied.

1.7 WARRANTY

A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

B. Special Carpet Tile Warranty: Submit a written warranty executed by carpet tile manufacturer and Installer agreeing to repair or replace carpet tile that does not meet requirements or that fails in materials or workmanship within the specified warranty period. Failures include, but are not limited to, more than 10 percent loss of face fiber, tile curling, snags, runs, and delamination.

C. Warranty Period: Limited Lifetime

1.8 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels clearly describing contents.

1. Carpet Tile: Before installation begins, furnish quantity of full-size units equal to 5 percent of amount installed.

PART 2 - PRODUCTS

2.1 CARPET TILE

A. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the products specified in each carpet tile Product Data sheet at end of this Section.

2.2 INSTALLATION ACCESSORIES

A. Concrete-Slab Primer: Nonstaining type as recommended by carpet tile manufacturer.

B. Trowelable Underlayments and Patching Compounds: As recommended by carpet tile manufacturer.

C. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated and to comply with flammability requirements for installed carpet tile as recommended by carpet tile manufacturer.
PART 3 - EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT (LEED)
   A. The contractor, subcontractors, and their personnel shall follow the procedures and practices for waste separation, collection and transport as defined in the contractor’s “Waste Management Plan” as required by Division 01 Section "Construction Waste Management."

3.2 EXAMINATION
   A. Examine subfloors and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting performance of carpet tile. Do not proceed with installation until unsatisfactory conditions have been corrected.
   B. Verify that subfloors and conditions are satisfactory for carpet tile installation and comply with requirements specified in this Section and those of carpet tile manufacturer.

3.3 PREPARATION
   A. General: Comply with carpet tile manufacturer's installation recommendations to prepare substrates indicated to receive carpet tile installation.
   B. Level subfloor within 1/4 inch in 10 feet (6 mm in 3 m), noncumulative, in all directions. Sand or grind protrusions, bumps, and ridges. Patch and repair cracks and rough areas. Fill depressions.
      1. Use leveling and patching compounds to fill cracks, holes, and depressions in subfloor as recommended by carpet tile manufacturer.
   C. Remove subfloor coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone.
   D. Broom or vacuum clean subfloors to be covered with carpet tile. Following cleaning, examine subfloors for moisture, alkaline salts, carbonation, or dust.
   E. Concrete-Subfloor Preparation: Apply concrete-slab primer, according to manufacturer's directions, where recommended by carpet tile manufacturer.
   F. Resilient-Flooring Substrate Preparation: Replace missing pieces of existing resilient flooring or patch to level. Cut out peaked seams and fill with latex underlayment as recommended by manufacturer. Repair depressions with material recommended by carpet tile manufacturer.

3.4 INSTALLATION
   A. General: Comply with CRI 104, Section 13: "Carpet Modules (Tiles)."
B. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings.

C. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

D. Install borders parallel to walls.

3.5 CLEANING

A. Perform the following operations immediately after completing installation:

1. Remove visible adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.

2. Remove protruding yarns from carpet tile surface.


3.6 PROTECTION

A. General: Comply with CRI 104, Section 15: "Protection of Indoor Installation."

B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure carpet tile is without damage or deterioration at the time of Substantial Completion.

PRODUCT DATA SHEET 1 - CARPET TILE CPT-1 (Halftime)

A. CARPET TILE DESIGNATION

Manufacturer: Mannington Commercial
Pattern: Halftime
Construction: Textured Patterned Loop
Gauge: 1/12
Density: 6,923
Sustainability Content: Contains pre-consumer recycled content
Stitches: 7 per inch
Pile Thickness: .104”
Dye Method: Solution Dyed/Yarn Dyed
Backing Material: Infinity Modular
Fiber Type: Type 6,6
Face Weight: 20 oz./sq. yd.
Size/Width: 24” x 24”
Installation Method: Monolithic
Soil Release Technology: X Guard
Indoor Air Quality: CRI Green Label Plus GLP7616
Environmental Certification: NSF / ANSI-140/Gold

B. PERFORMANCE
Static: AATCC-134 Under 3.0 KV
Flammability: ASTM E 648 Class 1 (Direct Glue)
Smoke Density: ASTM E 662 Less than 450
Foot Traffic: Severe
Warranties: Lifetime Limited Tile Warranty
15 Year Limited Warranty Against Color Loss
15 Year Limited Warranty Against Staining

END OF SECTION 09 68 14
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes surface preparation and field painting of the following:

1. Exposed exterior items and surfaces.
2. Exposed interior items and surfaces.
3. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.

B. Related Sections include the following:

1. Division 07 Section "Joint Sealants".

C. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.

1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.

D. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1. Prefinished items include the following factory-finished components:
   a. Architectural woodwork and casework.
   b. Acoustical wall panels.
   c. Metal toilet enclosures.
   d. Metal lockers.
   e. Unit kitchens.
   f. Elevator equipment.
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g. Finished mechanical and electrical equipment.
h. Light fixtures.
i. Distribution cabinets.

2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
   a. Foundation spaces.
   b. Furred areas.
   c. Ceiling plenums.
   d. Utility tunnels.
   e. Pipe spaces.
   f. Duct shafts.
   g. Elevator shafts.

3. Finished metal surfaces include the following:
   a. Anodized aluminum.
   b. Stainless steel.
   c. Chromium plate.
   d. Copper.
   e. Bronze and brass.

4. Operating parts include moving parts of operating equipment and the following:
   a. Valve and damper operators.
   b. Linkages.
   c. Sensing devices.
   d. Motor and fan shafts.

5. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.3 SUBMITTALS

A. Product Data: For each paint system specified. Include block fillers and primers.

1. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.

B. Samples for Initial Selection: Manufacturer's color charts (fan decks) showing the full range of colors available for each type of finish-coat material indicated.

1. After color selection, the Architect will furnish color chips for surfaces to be coated.

C. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.

2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.

D. Qualification Data: For Applicator.

1.4 QUALITY ASSURANCE

A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.

B. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Product name or title of material.
2. Product description (generic classification or binder type).
3. Manufacturer's stock number and date of manufacture.
4. Contents by volume, for pigment and vehicle constituents.
5. Thinning instructions.
6. Application instructions.
7. Color name and number.
8. VOC content.

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.
1.6 PROJECT CONDITIONS

A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F (10 and 32 deg C).

B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F (7.2 and 35 deg C).

C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.7 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.

1. Quantity: Furnish the Owner with an additional 5 percent, but not less than 1 gal., of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in the paint schedules.


2. PPG Industries, Inc. (PPG).


4. MA Bruder & Sons, Inc. (MAB)

5. ICI Paints (ICI)
2.2 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

C. Chemical Components of Interior Paints and Coatings: Provide products that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical restrictions:

1. Flat Paints and Coatings: VOC content of not more than 50 g/L.
2. Non-Flat Paints and Coatings: VOC content of not more than 150 g/L.
3. Anticorrosive Coatings: VOC content of not more than 250 g/L.
4. Varnishes and Sanding Sealers: VOC content of not more than 350 g/L.
5. Stains: VOC content of not more than 250 g/L.
6. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
7. Restricted Components: Paints and coatings shall not contain any of the following:
   a. Acrolein.
   b. Acrylonitrile.
   c. Antimony.
   d. Benzene.
   e. Butyl benzyl phthalate.
   f. Cadmium.
   g. Di (2-ethylhexyl) phthalate.
   h. Di-n-butyl phthalate.
   i. Di-n-octyl phthalate.
   j. 1,2-dichlorobenzene.
   k. Diethyl phthalate.
   l. Dimethyl phthalate.
   m. Ethylbenzene.
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D. Colors: Provide color selections made by the Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.

1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.

2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

3.2 PREPARATION

A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. For existing surfaces, remove all peeling paint, loose and deliterious materials that may impair the performance of the finish coating and that may affect the visually intended results.

2. Provide barrier coats over incompatible primers or remove and reprime.

D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.

1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.

2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.

3. Use only thinners approved by paint manufacturer and only within recommended limits.

E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.

1. Paint colors, surface treatments, and finishes are indicated in the schedules.

2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

3. Provide finish coats that are compatible with primers used.

4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, covers for finned-tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.

5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.

7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.

8. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.

9. Finish interior of wall and base cabinets and similar field-finished casework to match exterior.

10. Sand lightly between each succeeding enamel or varnish coat.

B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.

2. Omit primer on metal surfaces that have been shop primed and touchup painted.

3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.

C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.

E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and in occupied spaces.

F. Mechanical items to be painted include, but are not limited to, the following:

1. Piping, pipe hangers, and supports.

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3. Tanks.
4. Ductwork.
5. Insulation.
6. Motors and mechanical equipment.
7. Accessory items.

G. Electrical items to be painted include, but are not limited to, the following:
   1. Conduit and fittings.
   2. Switchgear.
   3. Panelboards.

H. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

I. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.

J. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
   1. Provide scheduled finish for final coats as indicated.

K. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
   1. Provide satin finish for final coats.

L. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 COLOR SCHEDULE

A. Apply paint in accordance with the color schedule indicated on the drawings.
3.5 CLEANING

A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.6 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.

1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.7 EXTERIOR PAINT SCHEDULE

A. Ferrous Metal: Provide the following finish systems over exterior ferrous metal. Primer is not required on shop-primed items.

1. Full-Gloss, Alkyd-Enamel Finish: 2 finish coats over a rust-inhibitive primer.
   a. Primer: Rust-inhibitive metal primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.3 mils (0.033 mm).
      1) Moore: M06 Alkyd Metal Primer
      2) PPG: 6-208 Speedhide Interior/Exterior Rust Inhibitive Steel Primer.
      3) S-W: Kem Bond HS Primer B50 Series.
      4) MAB: Rustolastic Anti-Corrosive Primer (073 line)
   b. First and Second Coats: Full-gloss, exterior, alkyd enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 3.0 mils (0.076 mm).
      1) Moore: Impervo Enamel #133.
      3) S-W: Industrial Enamel B54Z-400 Series -OTC Compliant
      4) MAB: Rustolastic Alkyd Finish Coating (074 line).
3.8 INTERIOR PAINT SCHEDULE

A. Concrete (Vertical Surfaces): Provide the following finish systems over interior concrete:

1. Semigloss, Latex Finish: 2 finish coats over an undercoat.
   a. Undercoat: Interior, latex-based, undercoater, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).
      1) S-W: Prep Rite ProBlock Latex Primer B51 Series
      2) MAB: EnviroPure Primer 037-195
      3) ICI: Aquacrylic GRIPPER 3210
   b. Finish Coats: Odorless, semigloss, Latex, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.5 mils (0.038 mm) for each of the two coats.
      1) S-W: Duration Home
      2) MAB: Rich Lux Low Lustre Latex (028 line).
      3) ICI: Ultra-Hide Latex Semi-Gloss Enamel, 1416

   a. Primer: none required
   b. 2 Coats:
      1) S-W: Epoxy B70W211- B60V25, semi-gloss
      2) MAB: Ply Mastic Epoxy (044 line)
      3) Devoe: True-Glaze-WB 4406, semi-gloss

B. Concrete Masonry Units: Provide the following finish systems over interior concrete masonry block units:

1. Semigloss, Latex-Enamel Finish: 2 finish coats over an undercoat and a filled surface.
   a. Block Filler: High-performance, latex-based, block filler applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 5.0 mils (0.13 mm).
      2) PPG: Pitt Glaze 16-90 Block Filler
      3) S-W: Heavy-Duty Block Filler B42W46
      4) MAB: Block Kote #2000 (064-140).
   b. Undercoat: Interior, latex-based, enamel undercoater, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).
      1) Moore: Pristine Ecospec 231
      2) PPG: Pure Performance 9-2
      3) S-W: ProGreen 200 Interior Latex Semi Gloss, B31W651
      4) MAB: EnviroPure Primer 037-195
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5) MAB: Rich Lux Latex Sealer/Undercoater (037-154)

c. Finish Coat: Odorless, semigloss, Latex, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.5 mils (0.038 mm).
   1) Moore: Regal Aqua Pearl 310.
   2) PPG: Manor Hall Pearl 85-6
   4) MAB: Rich Lux Low Lustre Latex (028 line).

2. Epoxy Finish: 2 finish coats over an undercoat and a filled surface.
   a. Block Filler: High-performance, latex-based, block filler applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 5.0 mils (0.13 mm).
      1) ICI: Bloxfil 4000 Interior/Exterior Latex Block Filler.
      3) PPG: Pitt Glaze 16-90 Latex Block Filler.
      4) S-W: Heavy-Duty Block Filler B42W46.
      5) MAB Block Kote #1000 or #2000 (spray or roll)
   b. 2nd Coat:
      1) S-W Waterbased Catalyzed Epoxy, B70 Series
      2) MAB Ply Mastic Epoxy (044 line)
   c. 3rd Coat:
      1) SW Waterbased Catalyzed Epoxy, B70 Series
      2) MAB Ply Mastic Epoxy (044 line)

C. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:

1. Low-Luster, Acrylic-Enamel Finish: 2 finish coats over a primer.
   a. Primer: Latex-based, interior primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).
      1) Moore: Regal First Coat Interior Latex Primer & Underbody #216.
      2) PPG: 17-10 Quick-Drying Interior Latex Primer-Sealer.
      4) S-W: ProGreen 200 Interior Latex Primer, B28W600-
   b. First and Second Coats: Low-luster (eggshell or satin), acrylic-latex, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.8 mils (0.071 mm).
      1) Moore: Moore's Regal AquaVelvet #319.
      2) PPG: 89 Line Manor Hall Eggshell Latex Wall and Trim Enamel.
      3) MAB: Rich Lux Eggshell (029 line).
      4) S-W: ProGreen 200 Interior Latex Eg-Shel, B20-600-

D. Ferrous Metal: Provide the following finish systems over ferrous metal:

1. Semigloss, Alkyd-Enamel Finish: One finish coat over an enamel undercoater and a primer.
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3) PPG: 6-855 Speedhide Interior Acrylic Latex Alkali Resistant Primer.
4) SW Preprite Masonry Primer, B28W300
5) MAB Rich Lux Latex Sealer/Undercoater 037-154

b. First and Second Coats: Flat, acrylic-latex, interior paint applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.5 mils (0.064 mm).
   1) ICI: Dulux Professional 1200
   2) Moore: Regal Wall Satin #215
   3) PPG: 80 Line Wallhide Interior Flat Latex Paint
   4) SW ProGreen 200 Interior Latex Flat, B30-600
   5) MAB Walshield (041 line)

2. Low-Luster, Acrylic-Enamel Finish: 2 finish coats over a primer.
   a. Primer: Alkali-resistant, latex-based, interior primer, as recommended by the manufacturer for this substrate, applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (0.031 mm).
      1) ICI: Prep & Prime 1000-1200
      2) Moore: Regal First Coat Interior Latex Primer & Underbody #216
      3) PPG: 6-855 Speedhide Interior Acrylic Latex Alkali Resistant Primer
      4) SW Preprite Masonry Primer, B28W300
      5) MAB Rich Lux Latex Sealer/Undercoater 037-154
   b. First and Second Coats: Low-luster (eggshell or satin), acrylic-latex, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.8 mils (0.071 mm).
      1) ICI: Dulux Professional 1402
      2) Moore: Moore’s Regal AquaVelvet #319
      3) PPG: 89 Line Manor Hall Eggshell Latex Wall and Trim Enamel
      4) SW ProGreen 200 Interior Latex Egg-Shel, B20-600
      5) MAB Rich Lux Eggshell (028 line)

G. Dry Fall Ceiling Paint:
      a. Provide all system components recommended by manufacturer for complete installation.

H. Concrete Substrates, Traffic Surfaces:
   1. Water Based Epoxy Floor Coating
      a. Sherwin Williams Armorseal 8100 Satin Finish, Basis of Design
      b. Provide all system components recommended by manufacturer for complete installation.
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END OF SECTION 09 91 00
SECTION 12 32 16 - CASEWORK AND EQUIPMENT

PART 1 - GENERAL

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

1.2 REFERENCES

1.3 DESCRIPTION OF WORK
   A. The extent of Casework is shown on the drawings and is hereby defined to include plastic laminate cabinets constructed with particleboard cores.
   B. Work included in Casework Contract:
      1. Furnish all items of equipment as listed in the specifications, equipment schedule and/or as shown on the drawings, including delivery to the building, unpacking, setting in place, leveling, and scribing to walls and floors as required.

1.4 QUALITY ASSURANCE
   A. Work in this section shall comply with the specified grades of Work and Sections of the current edition of the AWI / AWMAC Quality Standards Illustrated.
   B. Provide all casework (for integration with tops, sinks, and service fixtures, as required) manufactured or furnished by the same company for single responsibility.
   C. Manufacturer's catalog numbers are indicated in schedules for convenience in identifying certain casework. Unless modified by notation on the drawings or otherwise specified, the catalog description for the indicated number constitutes the requirements for each such cabinet.
   D. The use of one manufacturer's catalog numbers, and the specific requirements set forth in drawings and specifications, are not intended to preclude the use of other manufacturer's products or procedures which may be equivalent, but are given for the purpose of establishing a standard of design and quality for materials, construction and workmanship.
1.5 QUALIFICATIONS

A. Contractors and their personnel engaged in the work shall be able to demonstrate successful experience with work of comparable extent, complexity and quality to that indicated.

B. Manufacturers who are members in good standing of the Architectural Woodwork Institute (AWI) or the Architectural Woodwork Manufacturers Association of Canada (AWMAC) and are familiar with the (QSI) standards.

1.6 SUBMITTALS

A. Submit manufacturer's data and installation instructions for each type of equipment.

B. Submit samples of available laminated plastic patterns and colors for Architect's selection.

C. Shop Drawings: Submit shop drawings showing plans, elevations, ends, cross-sections, service run spaces, locations and type of service fixtures with lines thereto. Show details and location of anchorages and fitting to floors, walls and base. Include layout of units with relation to surrounding walls, doors, windows, and other building components.

1.7 PRODUCT HANDLING

A. Deliver casework only after wet operations in building are complete.

B. Store completed wood furniture in ventilated place, protected from the weather, with relative humidity therein of 50% or less at 70 degrees F.

C. Protect sanded and finished surfaces from soiling and damage during handling and installation. Keep covered with polyethylene film or other protective covering.

1.8 JOB CONDITIONS

A. Advise Architect of requirements for maintaining heating, cooling and ventilation in installation areas as required to reach relative humidity necessary to maintain optimum moisture content.

B. Examination of Substrate and Conditions

1. Field measurements shall be taken to verify that the equipment will fit into the designated space. Entry ways, corridors and door openings shall be verified to ensure that the equipment be manufactured in a manner to permit it to be moved through properly into place.

2. Examine the substrate and the conditions under which the work under this section is to be performed, and notify the Architect, in writing, of unsatisfactory conditions. Do not proceed with work under this section until unsatisfactory conditions have been corrected in an acceptable manner.
PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated in
the Work include, but are not limited to, the following:

1. L.S.I.
2. T.M.I.

2.2 MODEL NUMBERS

A. See drawings for referenced model numbers.

2.3 MATERIALS

A. Plastic Laminate: General purpose grade GP 50 for counter tops, vertical grade elsewhere. High
pressure plastic laminate for exterior cabinet surfaces shall meet NEMA standards publication LD3-
1975. Colors and patterns shall be as selected by Architect; allow for three selections in each room,
12 selections throughout project.

B. Plastic Laminate Backer Sheet: High pressure plastic laminate backing sheets shall have a textured
surface and meet NEMA standards.

C. Particleboard: Particleboard shall meet or exceed ANSI Standard A-208.1, Type 1.

1. E.B. Particleboard: E.B. Particleboard shall have an electron beam cured cabinet liner finish
applied to one or both sides as specified. Finish shall be off-white in color and shall meet or
exceed NEMA standards for cabinet liner grade laminate.

D. Tempered Hardboard: Tempered hardboard shall be steam-exploded wood fibers, highly
compressed into dense, hard, homogeneous sheets, using natural resins and other added binders.
Physical properties: Density 65 lbs. per cubic foot minimum; modulus of rupture - 6300 to 9800 lbs.
per square inch; tensile strength - 4000 to 4500 lbs. per square inch; 24 hour water absorption by
weight - 10% maximum.

E. PVC Edgebanding: 3mm Edgebanding shall be PVC extrusion that is impact and chip resistant and
has a slightly textured surface.

2.4 HARDWARE

A. Locks: All locks shall be laboratory grade with 5-disc tumbler mechanisms. Tumbler and keys shall
be brass. Plug and cylinder shall be zinc alloy with a nickel-plated face. All locks shall be
masterkeyed and furnished with two keys per lock. 200 key changes standard.
1. Provide locks on all doors and drawers unless indicated otherwise. Locks shall be keyed alike per room and masterkeyed throughout the building.

B. Heavy Duty Locks:

1. Door Locks: National Cabinet Lock Model # NCL-C8173-26D-KD 7/8in. Pin Tumbler Door Lock with strike plate, keyed differently (or alike) with master keying capability, interchangeable core system, or approved equal.

2. Drawer Locks: National Cabinet Lock Model # NCL-C8179-26D-KD 7/8in. Pin Tumbler Drawer Lock with strike plate, keyed differently (or alike) with master keying capability, interchangeable core system, or approved equal.

C. Extruded Aluminum Pull: AL-1, or approved equal, 4-1/2" long, 1" projection.

D. Hinges: Hinges to be steel, heavy duty, 5-knuckle, wrap-around type with offset wings. Material thickness shall be .095". Hinges shall be attached with 8 screws. Finish to be black satin enamel.

E. Friction Catches: Friction catches shall be positive action type with spring cushioned, polyethylene roller, engaging a plastic strike plate. Finish shall be zinc or cadmium plated steel.

F. Metal Shelf Clips: Shelf clips for adjustable shelves shall be heavy duty metal, fitting into holes in cabinet ends. Holes are drilled 2" on centers.

G. Drawer Slides: Slides shall be heavy duty, side-mounted type, 75 lbs. capacity, zinc plated steel, equipped with heavy duty ball-bearing nylon wheels. Slides shall have an automatic positive stop to prevent accidental removal, yet permit quick removal without the use of tools, and shall also have a built-in stop to keep drawer front from making contact with the face of the cabinet when drawer is closed.

2.5 CONSTRUCTION PLASTIC LAMINATE CABINETS

A. Base Cabinets: All base cabinets shall be constructed of 3/4 inch thick end panels, routed to receive top rails, divider rails, bottom panel, and back with all joints glued and screwed.

B. End panels shall be E.B. particleboard. Exposed exterior surfaces shall be vertical grade H.P. plastic laminate in manufacturer's standard wood grain patterns or solid colors. Unexposed exterior and all interior surfaces shall be E.B. cured cabinet liner finish off-white in color. Exposed edges of all panels shall have PVC edgebanding.

C. Top rails, front and back, shall be 1" thick x 6" wide E.B. particleboard. Both surfaces shall be E.B. cured cabinet liner finish and exposed edge shall have PVC edgebanding.

D. Bottom panel shall be 3/4" thick E.B. particleboard. Interior surface shall be E.B. cured cabinet liner finish and exposed edge shall have PVC edgebanding.

E. Intermediate, front, divider rails shall be provided between all drawers and between drawers and cupboards. Divider rails and any interior partitions shall be 3/4" thick E.B. particleboard. Both
surfaces shall be E.B. cured cabinet liner finish and all exposed edges shall have PVC edgebanding. Toe rails shall be of the same material, 4” high, securely fastened to cabinet ends and bottom.

F. Cabinet back shall be 1/4” thick particleboard with E.B. cured cabinet liner finish both sides or 1/4: thick hardboard with E.B. cured cabinet liner finish on interior surface only. Back shall be recessed, let into routed end panels, and securely fastened with screws.

1. Adjustable shelves shall be supported on heavy duty metal shelf clips, fitting into holes drilled into end panels 2” on centers.

G. Drawers: Drawers shall be rigidly constructed and shall operate on heavy duty side-mounted metal slides. Drawer sides and back shall be 1/2” thick particleboard with E.B. cured cabinet liner finish both sides, with black PVC edgebanding on top edges. Drawer bottom shall be 1/4” thick hardboard with E.B. cured cabinet liner finish on inside face. Bottom shall be let in all four sides and securely glued. Drawer front shall be 3/4” thick particleboard with vertical grade H.P. plastic laminate on exterior face and E.B. cured cabinet liner finish on inside face. All edges of front shall have PVC edge molding. Drawer back shall be let into routed sides, securely glued and fastened.

H. Hinged Doors: All hinged doors 48” or less in height shall be equipped with two hinges. Doors over 48” high shall have three hinges. All doors shall have square edges without any profiling and shall overlap the face of the cabinet, exposing a full 3/4” thick material. Black T-molding shall be applied to all edges. All doors shall be particleboard with vertical grade H.P. plastic laminate on exterior face and E.B. cured cabinet liner finish on interior face.

1. Bi-fold doors shall have Stanley V2917 hardware or approved equal.

I. Shelves: Shelves shall be 3/4” thick particleboard with E.B. cured cabinet liner finish both faces. Leading edge shall have PVC edgebanding. (Shelves over 36” in length shall be 1” thick.)

J. Wall and Upper Cases: All cases shall be constructed of 3/4” thick end panels, routed to receive top, bottom, and back panel, with all joints glued and screwed. End panels shall be E.B. particleboard. Exposed exterior surfaces shall be vertical grade H.P. plastic laminate in manufacturer's standard wood grain patterns or solid colors. Unexposed exterior and all interior surfaces shall be of E.B. cured cabinet liner finish, off-white in color. Exposed edges of all panels shall have PVC edgebanding.

K. Bottom panel shall be 1” thick E.B. particleboard. Both surfaces shall be E.B. cured cabinet liner finish, and exposed edge shall have PVC edgebanding. Bottom panel shall be let into routed end panels, glued, and securely fastened with screws.

L. Top panel shall be 1” thick E.B. particleboard. Both surfaces shall be E.B. cured cabinet liner finish, and exposed edge shall have PVC edgebanding. Top panel shall be let into routed end panels, glued, and securely fastened with screws.

M. Adjustable shelves shall be supported on heavy duty metal shelf clips fitting into holes drilled into end panels 2” on centers.

N. Case back shall be 1/4” thick particleboard with E.B. cured cabinet liner finish both sides or 1/4” thick hardboard with E.B. cured cabinet liner finish on interior surface only. Back shall be recessed,
let into routed end panels and bottom panel, glued, and securely fastened with screws. Case shall be further reinforced on the back side with 3/4" thick hanger rails at top and bottom. Rails shall be glued and screwed to top and bottom panels and end panels.

O. Tall Cases: All tall cases shall be constructed of 3/4" thick end panels, routed to receive top, bottom, fixed shelf, and back panel, with all joints glued and screwed. End panels shall be E.B. particleboard. Exposed exterior surfaces shall be vertical grade H.P. plastic laminate in manufacturer's standard wood grain patterns or solid colors. Unexposed exterior and all interior surfaces shall be of E.B. cured cabinet liner finish, off-white in color. Exposed edges of all panels shall have PVC edgebanding.

P. Bottom panel shall be 3/4; thick E.B. particleboard. Interior surface shall be E.B. cured cabinet liner finish, and exposed edge shall have PVC edgebanding. Bottom panel shall be let into routed end panels, glued, and securely fastened with screws.

Q. Top panels shall be 1" thick E.B. particleboard. Both surfaces shall be E.B. cured cabinet liner finish, and exposed edge shall have PVC edgebanding. Top panel shall be let into routed end panels, glued and securely fastened with screws. Case shall be further reinforced with 3/4" thick cross rails on the back side, at top, bottom, and center, glued and screwed to top and bottom panels and end panels.

R. Adjustable shelves shall be supported on heavy duty metal shelf clips, fitting into holes drilled into end panels 2" on centers.

S. Case back shall be 1/4" thick particleboard with E.B. cured cabinet liner finish both sides or 1/4" hardboard with E.B. cured cabinet liner finish on interior surface, only. Back shall be recessed, let into routed end panels, glued, and securely fastened with screws.

T. A 4" high toe space shall be provided with the 3/4" thick toe rail securely fastened to the bottom panel and end panels with screws.

2.6 SOLID POLYMER COUNTERTOPS

A. Solid Polymer Fabrications:


2. Material: Cast, filled, acrylic; not coated, laminated or of composite construction, meeting ANSI Z124 1980, Type Six, and FS WW-P-541E/GEN dated August 1, 1980.
   a. Material shall have minimum physical and performance properties specified.
   b. Superficial damage to a depth of 1/32 inch shall be repairable by sanding or polishing.

3. Counter Tops: As indicated on the drawings.

PART 3 - EXECUTION
3.1 PREPARATION

A. Condition casework furniture to average prevailing humidity conditions in installation areas prior to installing.

3.2 INSTALLATION

A. Install plumb, level, true and straight with no distortions. Shim as required, using concealed shims. Where casework abuts other finished work, scribe and cut for accurate fit. Before making cutouts, drill pilot holes at corners. Install wall cabinets in accordance with details on drawings.

B. Trim and Moldings: Install in single, unjointed lengths for openings and for runs less than maximum length of lumber available. For longer runs, use only one piece less than maximum length available in any straight run. Stagger joints in adjacent members.

C. Adjust casework and hardware so that doors and drawers operate smoothly without warp or bind. Lubricate operating hardware as recommended by manufacturer.

3.3 CLEANING AND PROTECTION

A. Repair or remove and replace defective work as directed upon completion of installation.

B. Protection: Perform all procedures and precautions for protection of materials and installed casework from damage by the work of other trades until acceptance of the work by the Owner. Advise HVAC Contractor of the required temperature/humidity conditions which must be maintained during the remainder of the construction period.

C. Cove casework with 4-mil polyethylene film for protection against soiling and deterioration during remainder of construction period.

D. Cleanup cutout pieces, sawdust and debris, packing cases, etc. See Section 11000 - General Requirements, Equipment Subcontracts.

END OF SECTION 12 32 16
SECTION 22 10 00 - BASIC PLUMBING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Condition and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes plumbing requirements and is intended to supplement information indicated on the Drawings.

1.3 DEFINITIONS:

A. The following definitions of terms and expressions apply:

1. Provide: shall mean "furnish and install".
2. Install: shall mean installation of item.
3. Furnish: shall mean procurement and delivery to jobsite of equipment for installation.
4. Herein: shall mean the contents of a particular section where his term appears.
5. Replace: Shall mean remove and provide new.
6. Reinstall: Shall me to replace existing item in same location, or new location, as indicated. Provide all necessary hardware, extension of existing conduit and wire, etc. as required.
7. Indicated: shall mean "indicated on contract drawings."
8. Section shall mean one of the following portions of the project specifications
9. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels.
10. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
11. Exposed, Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
12. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
13. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.4 DRAWINGS:

A. The Drawings are diagrammatic; i.e., not every piping elbow, hanger, etc, is shown that will be required for the actual installation. It shall be the responsibility of the Contractor to coordinate the actual installation of equipment and piping with all other building system components, and shall provide all necessary offsets, transitions, etc. as required.
1.5 LINES, GRADES AND SURVEYS:
   A. All necessary surveys, lines, grades, elevations, and measurements are the responsibility of the Contractor desiring the information for the proper installation of his work. The Contractor shall verify all lines, grades and dimensions as shown on the Drawings.

1.6 CODES
   A. Nothing contained in this specification or shown on the drawings is intended to conflict with the codes, laws, ordinances, rules or regulations of applicable State, or Municipal Authorities Having Jurisdiction (AHJ). All such codes, laws, ordinances, rules and regulations are hereby incorporated and made a part of these specifications.
   B. Work shall be performed in accordance with, at a minimum, the applicable sections of the Codes and Standards as adopted and modified by the governing AHJ.
   C. OSHA: All work performed and all equipment furnished for this project shall be in conformance with the regulations and requirements of the Occupational Safety and Health Act (OSHA).

1.7 DAMAGE TO EXISTING CONDITIONS
   A. Contractor shall assume full responsibility for damages caused by employees or sub-contractors during the execution of this contract.
   B. Fireproofing: Portions of the building’s structural steel may be protected with fireproofing. The Contractor shall install supports, equipment, attachments, etc. to the steel with minimal disruption to existing fireproofing material. Where fireproofing material is removed or disturbed, it shall be patched and repaired using equivalent materials to maintain protection of the structure to the satisfaction of the Architect/Engineer.

1.8 METHOD OF PROCEDURE
   A. The Drawings accompanying these Specifications are diagrammatic and intended to indicate the approximate and relative locations of materials and equipment. Installation, connection, and inter-connection of all components of the systems shall be complete and made in accordance with the manufacturer's instructions and best practices of the respective trades.

1.9 MATERIALS AND EQUIPMENT:
   A. All materials and equipment shall be new, and shall conform to the grade, quality and standard specified herein.
   B. Equipment shall be installed in strict accordance with manufacturer's instructions for type and capacity of each piece of equipment used. Contractor shall obtain the instructions which shall be considered part of these Specifications. Type, capacity and application of equipment shall be suitable and shall operate satisfactorily for the purpose intended in the respective systems.
   C. Equipment shown on the Drawings illustrates the general space requirements. The Contractor shall install only such equipment which shall not necessitate changes in the building or
arrangements. If changes are required due to substitution the Contractor shall pay all costs resulting from such change. No such changes shall be made except with Engineer’s written approval.

1.10 TESTS:

A. The following general requirements are supplementary to test requirements specified for individual equipment or systems.

1. Written notice of date of test shall be given in ample time to all concerned.
2. Concealed or insulated work shall remain uncovered until required tests have been completed. If construction schedule requires, arrange for prior test on parts of the system.
3. As soon as conditions permit, conduct preliminary test of equipment to ascertain compliance with specified requirements. Make needed changes, adjustments, or replacements as preliminary tests may indicate, prior to acceptance test.
4. Conduct pressure, performance, and operating tests as specified or required for each system or equipment unit in presence of the Engineer, as well as representatives of agencies having jurisdiction.
5. Contractor shall furnish labor, material, and instruments and shall bear all other costs in connection with tests.
6. Obtain certificates of approval and/or acceptance in compliance with regulations of agencies having jurisdiction. Work shall not be deemed complete until such certificates have been delivered to the Owner.
7. Contractor shall instruct representatives of Owner in all details of operation and maintenance of systems installed under these Contracts. Such instruction shall continue as long as necessary or as directed.

1.11 PROTECTION:

A. All surfaces, either finished or in preparation for finishing, shall be protected against damage from cutting, soldering or other construction activities. Special care shall be directed to exposed finished surfaces. Any damaged surfaces shall be removed and replaced, or satisfactorily repaired.

1.12 CLEANING OF SYSTEMS:

A. Clean all equipment, fixtures, and pipe systems to remove all grease, oil, scale, rust, and other foreign materials after tests have been made and before final completion.

1.13 COORDINATION

A. The Contractor or trades shall use the construction documents or shall prepare their own coordination drawings to insure that the installation of all work is coordinated. If the construction documents are used, the contractors are responsible to insure that all work is coordinated regardless of how equipment and systems are shown on the drawings.

B. Layout of plumbing equipment, fixtures, piping, specialty items, and accessories indicated on the Contract Drawings is diagrammatic. Variations in alignment, elevation, and detail will be
required to avoid interference and satisfy architectural and structural limitations are not necessarily shown.

1.14 AS-BUILT DRAWINGS
A. Prepare and maintain record drawings and documents in accordance with the requirements in Division 1.

1.15 OPERATION AND MAINTENANCE MANUALS
A. Prepare maintenance manuals in accordance with Division 1. In addition to the requirements specified in Division 1.

PART 2 - PRODUCTS (included under Part 3 below)

PART 3 - EXECUTION

3.1 DOMESTIC WATER PIPING
A. Interior piping: Type 'L' hard drawn copper, ASTM Spec, B-88-51 with a 150 psi working pressure.

1. Solder-joint Fittings shall be ASME B16.22 wrought copper of weight corresponding to pipe to which they are attached. Joints shall be soldered using lead-free solder.

2. Copper Press Fittings: Copper press fittings shall conform to the material and sizing requirements of ASME B16.18 or ASME B16.22. O-rings for copper press fittings shall be EPDM.

B. Red brass screw pipe and fittings with chrome plating shall be used for all exposed fixture connections

C. Each branch from a main line shall be valved with a ball valve and each individual fixture shall be so valved that it can be readily shut off without interrupting the service to any other fixture.

D. Keep fixture branches concealed, expose only as much as necessary for final connection. Where pipes are installed within 1-1/2" of the stud face protect with nail plate.

3.2 SANITARY DRAINAGE SYSTEM
A. Schedule 40 solid wall polyvinylchloride (PVC) pipe; ASTM D 2665, and drainage pattern socket fittings with solvent weld joints. Use recommended adhesive primer and solvent cement.

1. Where the floor system is fire rated, cast iron sanitary piping shall be used at the floor assembly penetration.

B. Service class, cast-iron soil piping with gasketed joints, or hubless cast-iron soil piping with heavy-duty Type 304 stainless steel couplings. Couplings for hubless cast iron soil pipe and fittings shall conform to CISPI 310 and be certified by NSF International
C. Make all joints watertight and gastight under pressures required for various services as follows.

D. All changes in pipe size of drainage lines shall be made with reducing drainage fittings. All changes in direction shall be made by the appropriate use of long radius fittings, except that short turn tee-wye fittings may be used on vertical stacks.

E. Provide a trapped connection to each piece of equipment requiring connection to the drainage system. Each piece of equipment shall be separately trapped by means of a water seal trap placed as close to the fixture as possible.

3.2 MISCELLANEOUS PIPING SPECIALTIES

A. Fixture Supply Valves: Supply kits shall include chrome plated brass stops with full turn brass stem, (no plastic) chrome plated copper risers and shallow bell brass flange. Inlet shall be ½ inch. Outlet shall be 3/8 inch. Supply kit shall be as manufactured by McGuire. Supply kit shall be certified by CSA or other recognized testing authority and bear manufacturer and testing mark. Stop to be certified to 200 psi line pressure.

B. P-Traps: P-Traps shall be chrome plated cast brass body with cleanout, with 17 gauge seamless tubular wall bend, cast brass slip nuts. (No reducing washers), with shallow bell brass flange. P-Traps shall be equivalent to McGuire Premier Line. Traps shall be certified by CSA or other recognized testing authority and shall bear manufacturer and testing mark.

C. Sink Insulation Kits: Seamless Pre-wrapped all cast brass ground joint swivel P-Trap kit furnished with McGuire cast brass ground joint swivel P-trap with cleanout, seamless supply riser tube covers, supply angle stop covers and angle stop wheel handle covers. Provide at all handicapped accessible sinks.

3.3 PIPING INSTALLATIONS:

A. All piping including valves and accessories shall be installed so as to be easily accessible for maintenance, removal, replacement, and cleaning.

B. The general runs and sizes of all supply and returns are indicated on the drawings. Provision for expansion and contraction shall be made in all mains and connections in order that there will be no undue strain on the pipe work under any conditions.

3.4 PIPE HANGERS

A. Description: MSS SP-58, Types 1 through 58, factory-fabricated components. Galvanized, Metallic Coatings: Pre-galvanized or hot dipped. All metal to be galvanized.

B. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

C. Mechanical-Expansion Anchors: Insert-wedge-type zinc-coated steel, for use in hardened concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
D. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Adjustable, Galvanized Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes,
2. Pipe Hangers (MSS Type 5): For suspension of pipes, NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
3. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8
4. Pipe Stanchion Saddles (MSS Type 37): For support of pipes, NPS 4 to NPS 8 with steel pipe base stanchion support and cast-iron floor flange and with U-bolt to retain pipe.

E. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types: Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 8.

F. Steel Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.

G. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

H. Pipe Sleeves - Install pipe sleeves wherever piping passes through fire rated walls, floors, ceilings, and structural members of the work. Where pipes penetrate fire rated assemblies seal around pipe with 3M's Fire Barrier Sealant, CP-25 caulk.

3.5 IDENTIFICATION:

A. Identify all domestic cold water, and domestic hot water piping with colored, waterproof, all temperature, self-adhering labels and directional arrows as manufactured by Seton. Identification labels shall be placed as follows:

a. Near each valve and branch connection;

b. Wherever piping emerges or disappears from view when viewed from the floor or the room in which it is installed;

c. Labels shall not be more than 25 feet apart.

B. Label all equipment such as pumps, furnaces, water heaters, etc with engraved plastic laminated signs.

3.6 PIPE INSULATION:

A. Insulate all domestic hot and cold water lines, including all fittings and valves.

1. Rigid fiberglass with white Kraft bonded to aluminum foil, $K = 0.23 \ @ \ 75 \ F.$, reinforced with fiberglass yarn, suitable for painting, Manville Micro-Lok 650 with AP-T jacket or approved equal.
a. 1" thick for pipes 1/2" to 2"

b. Fitting and valves shall be insulated with molded one-piece P.V.C. covers with fiberglass insulation, Manville Zeston 25/50' or equal. Covers on valves, strainers and fittings requiring service shall be removable pre-molded fittings. Covers shall overlap adjoining pipe insulation and jackets. Fitting covers shall be installed in accordance with the manufacturer's instructions utilizing factory precut insulation insert, cover and taping. Special attention shall be given to maintaining vapor barrier on cold water pipes. In cold pipes where a vapor barrier is critical valve handle extensions shall be provided and all joints shall be sealed with a mastic.

c. Seal ends of pipes where butt joined every 15'-0". Install insulation as instructed by the manufacturer.

3.7 VALVES:

A. Valves shall be as manufactured Nibco or approved equivalents by Grinnell or Milwaukee. Shutoff valves shall be ball valves or butterfly type. Gate valves shall not be used. All valves are to be of one manufacturer.

B. Provide shut-off valves where indicated and specified, and in following locations even if not indicated or specified:

   a. Risers and main branches at points of take-off from their supply or return mains.
   b. Individual equipment units at inlet and outlet, to permit removal of unit for repairs without interfering with remainder of systems.

C. Locate valves for easy access and operation. Where valves are concealed provide access doors. Do not locate valves with stem below horizontal.

D. Ball Valves shall be rated 150 psi SWP and 600 psi non-shock WOG and will have 2-pc. cast bronze bodies with full ports, TFE seats, standard port, separate packnut with adjustable stem packing, anti-blowout stems and chrome-plated brass/bronze ball. Valve ends shall have full depth ANSI threads or extended solder connections and be manufactured to comply with MSS-SP110. Acceptable valves: NIBCO T585-70 (threaded); S585-70 (solder)

3.8 PLUMBING FIXTURES:

A. Plumbing fixtures shall be as scheduled on the Drawings. Fixtures shall be complete with all required trim, including faucets, waste plugs, traps, tailpieces, supplies, stop valves, escutcheons, and casings and all necessary hangers, plates, brackets, anchors and supports.

B. All fixtures shall be set straight and true. Install fixture materials and equipment in accordance with the manufacturer's written instructions, roughing-in drawings and/or as shown on the plans. Roughing for this work must be accurately laid out.

C. Adjust all valves and faucets to insure they work in accordance with these documents and the manufacturer's instructions. Insure that devices, piping and fixtures do not leak and adjust all fixture carriers for tightness and alignment.
3.9 TESTS:

A. Domestic Water Piping - After all piping has been installed, but before any equipment or fixtures have been connected, the system shall be filled with minimum pressure of 150 pounds per square inch. The pressure shall be maintained for a period of 60 minutes. After successful testing, flush all piping to remove dirt and foreign matter, then sterilize the water system with a Chlorine or HTH solution. Flush water pipes with fresh water to remove chlorine solution. Sterilization shall be performed in accordance with AWWA specifications C601-53T.

B. Sanitary Piping - When roughing work is completed and before connection of fixtures or drains, the system shall be subjected to a water test by plugging up all openings and filling all of the lines to the roof level. Any defects shall be corrected.

3.10 PLUMBING INSTALLATIONS

A. General: Sequence, coordinate, and integrate the various elements of plumbing systems, materials, and equipment. Comply with the following requirements:

1. Coordinate systems, equipment, and materials installation with other building components.
2. Verify all dimensions by field measurements.
3. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.

END OF SECTION 22 10 00
SECTION 26 01 00 - BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Sections and Division 1 Specifications Sections, apply to this section.

1.2 SUMMARY

A. Furnish, install and connect completely operating electrical systems in accordance with these specifications and the contract drawings. This shall include all required labor, materials, apparatus, supervision, testing, programming, training, and related work.

1.3 DEFINITIONS

A. The following definitions of terms and expressions used in mechanical and electrical sections are in addition to listing given in Supplementary General Conditions:

   1. Provide: shall mean "furnish and install".
   2. Install: shall mean installation of item and all necessary wiring and/or programming to provide fully operational devices.
   3. Furnish: shall mean procurement and delivery to jobsite of equipment for installation.
   4. Replace: shall mean remove and provide new.
   5. Herein: shall mean the contents of a particular section where this term appears.
   6. Indicated: shall mean "indicated on contract drawings."
   7. Section: shall mean one of the following portions of the project specifications
   8. Finished Spaces: Occupied spaces which have floor, wall, and ceiling finishes, including all spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated/unfinished attic spaces, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels.
   9. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
  10. Exposed, Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperature and weather conditions. Examples include rooftop locations or outdoor equipment locations.
  11. Concealed, Interior Installations: Concealed from view and protected from physical contact. Examples include hollow cavity walls, chases, ceiling plenums, and interior of shafts.
  12. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
  13. Listed or labeled: As defined in NFPA 70 Article 100, by a NRTL acceptable to Authorities Having Jurisdiction (AHJ) and marked for intended use.
  14. NRTL: Nationally-recognized Testing Laboratory
  15. Wiring: includes conductors, conduit and raceway, fittings, junction and outlet boxes, and items necessary or required in connection with or relating to wiring.
1.4 CONTRACTOR

A. The term “Contractor” as used throughout this section shall mean the prime Contractor or party responsible for all Work. The terms General Contractor, Mechanical Contractor, Plumbing Contractor, or other Contractor reference indicates various potential sub-contract trades within the prime Contractor’s responsibility. These terms are used for reference and are not meant to define contract responsibilities. All work required for the project shall be included within the single prime contract.

1.5 DRAWINGS AND SPECIFICATIONS

A. The Drawings are diagrammatic; i.e., not every conduit or box is shown that will be required for the actual installation. Coordinate the actual installation of equipment with all other building system components, and provide all necessary coordination, offsets, etc. as required to complete the work.

B. The Drawings and Specifications are intended to describe a complete operating system. Provide all labor, material or equipment, which is not described in the Specifications or specifically shown on the Drawings, but is necessary for the operation and completion of a properly operating system, according to the true intent of the Specifications and Drawings and as interpreted by the Architect/Engineer.

1.6 EXAMINATION OF THE BUILDING SITE

A. Should any discrepancies occur between existing conditions and drawings and specifications, they shall be immediately reported to the Architect/Engineer for clarification before bids are submitted.

1.7 DIMENSIONS AND SURVEYS:

A. All necessary surveys, dimensions, elevations, and measurements are the responsibility of the Contractor. The Contractor shall verify all information shown on the Drawings. Unless equipment or materials are specifically dimensioned, locations shown on the Drawings are approximate.

B. Dimensions of all materials and equipment shall be verified to fit the space allocated prior to ordering such material. Adequate clearance for service, access, and clearances recommended by the manufacturer or required by applicable building codes shall be provided.

1.8 CODES

A. Nothing contained in this specification or shown on the drawings is intended to conflict with the codes, laws, ordinances, rules or regulations of applicable State, or Municipal Authorities Having Jurisdiction (AHJ). All such codes, laws, ordinances, rules and regulations are hereby incorporated and made a part of these specifications.

B. Work shall be performed in accordance with, at a minimum, the applicable sections of the Codes and Standards as adopted and modified by the governing AHJ.
C. OSHA: All work performed and all equipment furnished for this project shall be in conformance with the regulations and requirements of the Occupational Safety and Health Act (OSHA).

1.9 DAMAGE TO EXISTING CONDITIONS

A. Contractor shall assume full responsibility for damages caused by employees or sub-contractors during the execution of this contract.

B. Fireproofing: Portions of the building’s structural steel may be protected with fireproofing. The Contractor shall install supports, equipment, attachments, etc. to the steel with minimal disruption to existing fireproofing material. Where fireproofing material is removed or disturbed, it shall be patched and repaired using equivalent materials to maintain protection of the structure to the satisfaction of the Architect/Engineer.

1.10 MATERIALS AND EQUIPMENT:

A. All materials and equipment shall be new, and shall conform to the grade, quality and standard specified herein. Major items of equipment shall be the best grade and quality used for the purpose in commercial practice and shall have the manufacturer’s name, address and catalog number permanently affixed. All equipment or apparatus of any one system shall be the product of a single manufacturer, or shall be approved products of other manufacturers which are suitable for use in a unified system.

B. Electrical materials and equipment which are subject to NRTL testing shall be listed and labeled by Underwriters Laboratories or an equivalent third-party agency approved by the local AHJ.

C. Equipment locations and sizes indicated on the drawings illustrates the general space requirements. Install equipment which will fit in the space provided and which will not require changes in the building or equipment arrangements. If changes are required to the structure or equipment the Contractor shall pay all costs stemming from such change. No such changes shall be made except with Architect/Engineer’s written approval.

1.11 CUTTING AND PATCHING:

A. Perform cutting and patching of building surfaces as required for the installation of new work, or for removal of existing materials, except where otherwise noted. All cutting shall be carefully performed in a manner approved by the Architect/Engineer and all patching shall be done to match the existing material and finish.

B. All cutting and patching shall be done by tradesmen experienced in the required type of work. Any damage due to cutting or other work in the performance of the Contract shall be repaired.

1.12 TESTS AND INSPECTIONS

A. The following requirements are supplementary to test requirements specified for individual equipment or systems in other Sections.
1. Furnish labor, material, and instruments and bear all other costs in connection with tests and inspections of all systems and equipment.
2. Written notice of test date(s) shall be given in advance to all parties. If construction schedule requires, arrange for tests on portions of the system.
3. Concealed work shall remain uncovered until required tests and inspections have been completed.
4. As soon as conditions permit, conduct preliminary equipment tests to verify compliance with specified requirements. Make changes, adjustments, or replacements as preliminary tests may indicate, prior to final acceptance tests.
5. Conduct final performance and operating tests as specified or required for each system or equipment unit in presence of the Architect/Engineer, as well as representatives of the Owner, and AHJ where necessary.
6. Obtain certificates of approval and/or acceptance in compliance with regulations of AHJ. Work shall not be deemed complete until such certificates have been delivered to the Owner.
7. Testing shall prove conclusively that all systems operate properly, efficiently, and in accordance with the intent of the drawings and specifications.

1.13 PROTECTION:

A. All surfaces, either finished or in preparation for finishing, shall be protected against damage from cutting, soldering or other construction activities. Special care shall be directed to exposed finished surfaces. Any damaged surfaces shall be removed and replaced, or satisfactorily repaired.

1.14 PERFORMANCE OF EQUIPMENT

A. All materials, equipment and appurtenances required for the completion of the work shall be provided and shall be acceptable in operation, performance, and capacity. No approval from the Architect/Engineer, either written or verbal, of any drawings, product data, or samples, shall relieve the Contractor of his responsibility to provide a completely functional and operating system.

1.15 QUALITY OF WORKMANSHIP

A. All work shall be installed in a first class, neat and workmanlike manner by tradesmen skilled and qualified in the work involved. The quality of workmanship shall be subject to the approval of the Architect/Engineer. Any work found to be of inferior quality and/or workmanship shall be replaced and/or reworked.

1.16 SUBMITTALS AND SHOP DRAWINGS

A. General: Follow the procedures specified in Division 1 "SUBMITTALS".

1.17 COORDINATION AND ALIGNMENT

A. Where several devices, panels, controllers, disconnects, switches, etc., are to be installed in a common location, devices shall be grouped and aligned in a horizontal and/or vertical plane.
B. Coordinate ceiling work with all trades and/or with existing construction for a symmetrical and coordinated ceiling layout.

C. All locations are subject to changes that may be necessary to avoid obstacles in building construction. Verify all dimensions and conditions at the site, and check the layout for sizes and clearances, to verify the materials to be furnished may be installed and operated satisfactorily in the space shown. Equipment and raceways shall be installed to preserve headroom and to keep openings and passageways clear. Equipment, boxes and outlets shall be installed in accessible locations. Examine drawings of other trades and avoid interference with their work.

1.18 OPERATION AND MAINTENANCE MANUALS

A. Prepare operation and maintenance manuals in accordance with Division 1 requirements.

B. The purpose of the manual is to assist the Owner in routine operation, maintenance, servicing, trouble shooting and procurement of replacement parts. All information shall be as-built and only material pertinent to the project shall be included.

1.19 RECORD DRAWINGS

A. Prepare and maintain record drawings and documents in accordance with Division 1 requirements.

PART 2 - PRODUCTS

2.1 CONDUIT AND CABLE

A. Electrical metallic tubing (EMT): ANSI C80.3; Galvanized steel tubing with compression or set-screw fittings may be used for interior work except below slabs on grade or where subject to physical damage, corrosion or vibration. EMT shall be used for exposed interior locations in unfinished spaces, and where run exposed along exposed roof structure.

B. Metal-clad type ‘MC’: Unless otherwise indicated, NEMA WC70 ‘MC’ cable utilizing insulated 600V copper conductors, and which includes an insulated ground conductor, is permitted in lieu of conduit and conductors where installed concealed in walls or above ceilings, and in locations and conditions allowed by NEC. ‘MC’ shall not be run exposed (surface mounted) on walls. ‘MC’ cables shall not be used where run exposed at roof structure, except for short runouts to lighting fixtures or equipment connections. Connectors for ‘MC’ cable shall be approved insulating type.

C. Flexible metal conduit: zinc-coated corrugated steel flex conduit shall be used in interior dry locations for connections to mechanical equipment that is subject to vibration or may require movement or adjustment, for transformer connections, for use where structural conditions prohibit rigid conduit, and for installation within existing hollow walls.

D. Conduit connectors, couplings, and fittings shall be cast aluminum or zinc plated steel with the proper size and number of threaded hubs for conduits. Conduit terminals shall be provided with locknuts and insulating bushings, or a steel bushing with insulating ring. Fittings shall be of the same material as the conduit used and approved for the application.
E. Conduits shall be supported by galvanized clamps or hangers supported on rods or directly attached to the structure. Supports shall be not more than 8 feet apart. Fastenings in masonry shall be lead anchors or toggle bolts and in solid concrete shall be lead anchors or inserts. Fastenings to steel shall be by means of beam clamps, angle clips welded in place, or approved equal method. Groups of conduits and groups of switches, starters and apparatus shall be supported on channel type steel framing, bolted together and braced to form a rigid structure.

F. Surface metal raceways with snap-on matching steel covers and matching fittings and boxes may be used where indicated or where approved by the Architect/Engineer for locations where concealed wiring is impossible due to solid substrate conditions. Construct surface raceway of either extruded aluminum or factory-painted steel channels as specified. Raceway size shall be as indicated or as required by the number of conductors to be installed. Wiremold Legrand, Panduit, or equal.

2.2 PULL BOXES AND JUNCTION BOXES

A. Pull or junction boxes shall be of zinc coated sheet steel. Boxes exposed to moisture shall be hot-dip galvanized after fabrication. Box dimensions shall be not less than required by the NEC or as shown on the plans, and large enough to accommodate wiring without sharp bends in the conductors or excessive bearing of the wires against the cover or bushings.

B. Pull boxes shall be provided where shown on the drawings, where required to facilitate the installation of conductors, or to limit each conduit run to three right angle bends or their equivalent. Remove box knockouts only where openings are used. Pull boxes shall not be exposed in finished rooms unless specifically shown on the drawings.

2.3 OUTLET BOXES

A. Outlet boxes shall be zinc coated pressed steel not less than 4 inches square or octagonal and 1-1/2 inches deep, with appropriate covers. Larger sizes, and square type, shall be furnished where 1-inch conduits are used, and where required to meet the NEC.

B. Outlet boxes for wall outlets in exposed block or tile walls shall have 1-1/2 inch deep covers with square corners, similar to Steel City No. 52-C-5, to permit block or tile to fit closely to the box. In lieu of tile covers, masonry boxes similar to Raco No. 695 may be used.

C. Outlet boxes shall be provided with the proper size knockouts for the conduits to be used, and all unused knockouts must remain closed. Boxes to which fixtures are to be attached shall be fitted with 3/8 inch fixture studs, of a type which does not depend on machine screws to support the fixtures.

2.4 CONDUCTORS

A. Copper conductors shall be soft drawn copper wire with 600 volt dual-rated THWN/THHN-2 insulation, unless otherwise noted. Minimum size shall be No. 12 AWG. Provide neutral conductor of same size as phase conductors unless otherwise noted.

1. Conductors shall be rated for 90 degrees C., wet or dry.
2. Conductors No. 8 AWG and smaller shall be single conductor, conductors larger than No. 8 AWG shall be stranded.

B. Conductors shall not be installed in conduits until all conduit work is completed and the building is closed, to avoid water entering the conduits. Conduits in floors or underground, where moisture may be trapped, shall be swabbed out prior to the installation of wires.

C. Color code all wires for phase identification. Use colored bands of tape on exposed ends of conductor insulation to identify conductors not otherwise color coded.

D. Connections of solid No. 10 AWG and smaller wires to switches, receptacles and panelboards may be of the clamp or screw type. For larger sizes, solderless lugs shall be used.

E. Connections and splices for conductors larger than No. 10 AWG shall be of the compression type made with a compression tool and die recommended by the manufacturer.

F. Provide factory-fabricated insulated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated. Splices shall be thoroughly cleaned, and made mechanically and electrically secure. Use watertight connectors for under slab or underground wiring connections.

2.5 GROUNDING AND BONDING

A. All equipment, conduit and raceway systems, and associated work shall be grounded and bonded in accordance with NEC Article 250 and to the approval of the local AHJ. Provide an insulated equipment grounding conductor with each circuit or feeder.

2.6 WIRING DEVICES

A. General: Refer to the Drawings for specific wiring device types and specifications.

B. Receptacles: Duplex receptacles shall be nylon body, specification grade grounding type, rated 20 amperes, 125 volts, NEMA WD1 or WD6.

1. Provide ground-fault or other specialty type where required by NEC due to its application or locations, or as indicated.

C. Light switches: manual toggle switches shall be nylon body specification grade, back and side-wired, SPST or DPST, three-way or four-way as indicated, rated 20 amp, 120/277 volt with steel grounding screw and clip.

D. Occupancy Sensor Switches: automatic occupancy or vacancy sensor type, wall or ceiling mounted, 120/277 volt, with dual technology operation. Select operating range for installed conditions as recommended by manufacturer. Provide units with auxiliary power packs and other accessories indicated.

E. Color of all devices within the same room shall match and shall be ivory or white in finished areas, as selected by Architect/Engineer.
F. Device plates: Provide single and multiple gang wall plates, or special configuration plates as required. High-impact nylon plates with matching screws shall be used in all areas.

2.7 EXISTING PANELBOARDS

A. Where existing panelboards are indicated to receive new circuit breakers, breakers shall be same style and compatible with existing panelboards and shall have the same AIC rating as existing breakers. Provide all necessary mounting hardware to install new breakers. Mark panel directory to reflect circuit/load revisions.

2.8 SEALANTS

A. Elastomeric Joint Sealers: Seal all penetrations in exterior construction. One-part, nonacid-curing, silicone sealant complying with ASTM C 920, Type S, Grade NS, Class 25, color to match adjacent surface. Provide backer material as required. Dow Corning 790 or equal.

B. Fire Sealant: Seal all openings and penetrations in fire rated floors, ceilings or partitions. The firestop material shall have a fire rating equal to or greater than the rating of the floor, ceiling or partition material. All firestop material shall be U.L. (or equal) listed for the application.

1. Verify extent of fire rated floors and walls; refer to architectural drawings, or match to existing conditions. As a minimum, apply fire sealant at all penetrations of floors, stairwells, corridor walls, storage rooms, boiler and electrical rooms, elevator shafts, and other hazardous rooms. Rooms with walls that stop below the deck above, or which are not otherwise constructed to achieve a fire rating, do not require fire seals.

2.9 COMMUNICATIONS CABLING

A. Provide empty raceways where indicated for data and/or voice cabling. Terminate raceway above accessible ceiling with insulated bushing. Telecom cabling is by others.

B. Verify exact communications outlet locations with the Owner at the site prior to installation.

PART 3 - EXECUTION

3.1 ROUGH-IN

A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected. Refer to Architectural interior and exterior elevations and equipment specifications for rough-in requirements.

3.2 FASTENING

A. Unless otherwise indicated, attach electrical items and their supporting hardware securely to the building structure, including but not limited to conduits, raceways, boxes, and control components.

3.3 ELECTRICAL INSTALLATIONS
A. All electrical materials and methods shall conform to applicable NEC articles and shall be installed in accordance with equipment manufacturers’ recommendations and instructions. All materials shall be new and manufactured specifically for the intended use. All installers shall be qualified, and licensed if required by law, to perform the work assigned to them.

3.4 DEMOLITION

A. Remove and/or relocate indicated lighting fixtures, devices, equipment, conduit, wiring, mounting hardware and any other components relating to existing electrical systems which are in conflict with the new construction, which are made obsolete by the new construction, and which are identified to be removed within areas which are to be renovated. Furnish all labor, equipment hauling, rigging, etc. necessary for the removal/relocation work of the project.

B. Except as otherwise noted in the contract documents, all salvaged conduit, wire, equipment, light fixtures, etc, shall become the property of the Contractor and shall be removed from the property and recycled or disposed of in accordance with all applicable regulations.

3.5 WIRING METHODS

A. Install all wiring, conduit and raceways in accordance with applicable articles of the NEC.

B. Install conduits in perpendicular and parallel alignment with the structure, with uniform pitch draining toward boxes, properly formed bends, and securely attached to the building. Ream ends before installation and plug open ends after installation. Thoroughly swab each run before pulling wires. Enter boxes squarely and secure conduit ends with approved bushings and locknuts.

C. Support cables from structure with approved attachments, independent of ceiling system. Do not lay cables directly on ceilings. Do not attach cables to ceiling supports, piping or ductwork, pipe or duct hangers.

D. Set all device boxes squarely with faces flush to finished surfaces, accurately centered with panels and trim. Locate boxes in the centers of ceiling tiles where applicable or unless otherwise noted.

E. Furnish and install wiring and conduit and make final connections to equipment furnished under this contract to provide a complete system ready to operate. Obtain detailed wiring diagrams and instructions for equipment provided by each trade.

3.6 IDENTIFICATION

A. Provide wire markers on each conductor in panelboard gutters and junction boxes.

B. Label each circuit on panel directory indicating specific area and load served.

C. Provide 3/8 inch high self-adhesive label with circuit identification on cover plate of each receptacle (panel and circuit number)
3.7 LIGHT FIXTURES

A. Install lighting fixtures where shown on the drawings. Provide independent support of each fixture from the structure, including lay-in fixtures in grid ceilings. Install a minimum of four ceiling support rods or tie wires for each 2’x4’ fixture, or a minimum of two supports for smaller fixtures. Fasten to lighting fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application. Attach supports not more than 6 inches from lighting fixture corners.

B. Fixtures shall be cleaned and re-lamped before final completion

END OF SECTION 26 01 00