BUNCE CIF RENOVATION PROJECT
JAMES HALL SWING SPACE
401 N. CAMPUS DRIVE
GLASSBORO, NEW JERSEY 08028
PROJECT NO. 77013

FOR

ROWAN UNIVERSITY
201 MULLICA HILL ROAD
GLASSBORO, NJ 08028

Issue Date: October 4, 2018

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# Bunce CIF Renovation Project - James Hall Swing Space

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### Project Manual

**Instructions to Bidders and General Conditions**

Invitation for Bid to be provided by Rowan University

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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.
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a. The proposal signed by the bidder;
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 his/her 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 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 obtained 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
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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...
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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
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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 A1G701.  

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.
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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 there from, 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.
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1.2.12 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.

1.2.13 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.

1.2.14 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.

1.2.15 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.

1.2.16 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
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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.
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:
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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.

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
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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

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 therefrom. 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. 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, hues 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.
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
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James Hall Swing Space

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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

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 subsoils 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
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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 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...
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contractor if there are no other prime contracts engaged on the project.

5.1 UNIQUE ROLE OF RESPONSIBILITY-STAFFING

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 benchmarks 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 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
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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
6.3 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.

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.

6.5.2 LEFT BLANK

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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6.7.4 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
6.9.9 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.

6.9.14 LEFT BLANK
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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.

6.9.17 LEFT BLANK

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
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.
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7.1.7 The contractor and all sub-contractors agree that, in the employment of both skilled 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 sub-contractors 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, notwithstanding 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
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facility to perform work as may be specified by reason of which act, error or 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
uninterruptedly 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 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.

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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
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parties to facilitate the effective use of available resources and to minimize the 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 HEREAFTER 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
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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.

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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
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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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10.2.4 For the purpose of determining if interest begins to accrue 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
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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.

<table>
<thead>
<tr>
<th>When Total Contract Price Is:</th>
<th>Percentage to be Withheld Is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $250,000</td>
<td>10%</td>
</tr>
<tr>
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<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.

10.5 FINAL PAYMENT

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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
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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.
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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 care and shall only carry on such activities under the supervision of properly qualified personnel.

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>
<thead>
<tr>
<th>Total Contract Price</th>
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</tr>
</thead>
<tbody>
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</tr>
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<td>Over $1,000,000</td>
<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
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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.

13.1.2 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, 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
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University.

a) ALL SUBCONTRACTOR CERTIFICATES MUST BE SUBMITTED PRIOR TO
THE START OF WORK ON THE SITE.

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.
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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 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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14.3 LEFT BLANK
14.3.1 LEFT BLANK

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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14.5.1 LEFT BLANK

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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 completed 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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14.6.1 LEFT BLANK

14.6.2 LEFT BLANK

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
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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 jobopenings;
   (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:

BUNCE CIF RENOVATION PROJECT
JAMES HALL SWING SPACE
PROJECT NO. 77013

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.


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 electronically, 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
# Exhibit A

## PROJECT MANUAL

### INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

*Invitation for Bid to be provided by Rowan University*

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<td>III</td>
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<td>Request for Information Form</td>
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<td>Change Order Request Form</td>
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<td>Hourly Labor Rate Breakdown Form</td>
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<td>Application and Certificate for Payment Form (AIA G702)</td>
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<td>Attachment to G702 Certification For Payment</td>
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<td>Contractor’s Partial or Final Release &amp; Waiver of Liens</td>
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<td>Rowan Tax Exempt Letter</td>
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<td>Consent of Surety Company to Final Payment (AIA G707)</td>
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## DIVISION 01 - GENERAL REQUIREMENTS

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## TECHNICAL SPECIFICATIONS

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END OF SECTION
# REQUEST FOR INFORMATION

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<th>Actual Response Date:</th>
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<th>Rowan Project Manager:</th>
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## Contract Document Reference:

### RFI DISCUSSION

Individually number each separate topic or question

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### RFI RESPONSE

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</table>
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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<td>9). Vacation Fund</td>
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<td>10). Annuity Fund</td>
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<td>11). Associate Dues</td>
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<td>12). Paid Holiday</td>
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<td>13). Workmen’s Compensation</td>
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<td>14). Other (Define)</td>
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<td>15). Other</td>
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<td><strong>TOTAL CHARGE PER HOUR</strong></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
APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:  
PROJECT:

FROM CONTRACTOR:  
VIA ENGINEER:

AIA DOCUMENT G702

APPLICATION NO:  
PERIOD TO:  
PROJECT/CONTRACT NO:  
CONTRACT DATE:  
APPLICATION DATE: 

CONTRACTOR'S APPLICATION FOR PAYMENT

<table>
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<tr>
<th>CHANGE ORDER SUMMARY</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
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<td>Change Orders approved in previous months by owner</td>
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<td>Approved This Month</td>
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<td>Number</td>
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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: ____________________________

STATEMENT:

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: ____________________________

(Attach explanation if amount certified differs from the amount applied for.)
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<th>A</th>
<th>B</th>
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<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION OF WORK</td>
<td>QUANTITY</td>
<td>UNIT OF MEASURE</td>
<td>PRICE</td>
<td>SCHEDULED VALUE</td>
<td>FROM PREVIOUS APPLICATION</td>
<td>UNIT OF MEASURE</td>
<td>TOTAL WORK COMPLETED</td>
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</table>
FIRST FLOOR RENOVATIONS TO JAMES HALL
401 N. CAMPUS DRIVE
GLASSBORO, NEW JERSEY 08028

FOR

ROWAN UNIVERSITY
201 MULLICA HILL ROAD
GLASSBORO, NJ 08028

Issue Date:

Architect:
David P. Macken, R.A.
1876 Greentree Road
Cherry Hill, NJ 08003

856-424-8888 Phone
856-424-1688 Fax

David P. Macken, R.A.
Lic. No. 09628
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
thereof provided to my performance bond company and Rowan University.

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,

[Signature]

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

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 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. Renovations to First Floor Observation Rooms into Offices at James Hall
   2. Owner: Rowan University

B. Architect Identification: The Contract Documents were prepared for Project by:

   David P. Macken, R.A.
   1876 Greentree Road
   Cherry Hill, New Jersey 08003
C. Project Description

Brief Description and may not be all inclusive

1. The work as defined by the General and Supplementary General Conditions, the extent of which if covered in the Contract Documents and briefly described below.

   a. Remove existing hollow metal door and vision panel frames in their entirety. Salvage doors, hardware, glass, and frames for installation on opposite side of (7) breakout rooms. Stud framing above and below opening is to remain.
   b. Remove one door and hollow metal frame in its entirety Room #1123 for installation on opposite side of the room.
   c. Remove existing gypsum and stud framing as required to install relocated hollow metal frames, doors with hardware and glass vision panels.
   d. Remove existing headphone jack cover plate, recessed box and keep all wiring intact and bundle above ceiling.
   e. Paint entire walls where frames were removed and the walls where frames were relocated. This applies to both sides of the partitions.
   f. Remove existing vinyl base on walls where new gypsum board infill is provided on both sides of partition.
   g. Remove existing hollow metal vision panel from corridor side of the breakout roofs. Remove opening to install relocated hollow metal door and vision panel frames.
   h. See General Note on Dwg. A-1 for daily clean-up and dust protection during working hours.
   i. **ALL WORK IS TO BE SCHEDULED FOR SECOND SHIFT AND WEEKENDS. SEE SECTION 011400 FOR WORK HOURS.**

2. Contractor must follow all OSHA and Rowan safety guidelines and procedures.
3. Projects Final Completion date for all scope of work including but not limited to General Contractor, Architectural and Electrical is December 14, 2018.
4. Contractor must bid the project to meet the schedule outlined in the bid documents which will include weekend and/or shift work. Contractor must staff the project accordingly to meet the schedule since the end date is firm. Rowan will not entertain change orders for contractor’s inability to meet this schedule or time extensions.
5. Contractor is responsible to schedule and manage all required inspections, including but not limited to Final Certificate of Occupancy inspection.
6. Contractor is required to maintain a daily clean job site and to turn over the work areas back to the owner in the condition is was received.
7. Contractor is responsible to perform final cleaning prior to Final Turn Over and Owner’s Final Acceptance.

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 work area perimeter unless prior approval of the University is received prior to conduction such work or operations.
   1. Limit work area disturbance, as approved by Rowan University.
   2. REFER TO SECTION 011400 FOR WORK HOURS.
   3. Storage of construction materials and equipment is permitted inside the existing building in existing small observation rooms.
   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 during second shift or weekends. Delivery times to be determined by Owner.
      c. Contractor may NOT have a trash dumpster nor a storage container on the Owner’s property. All trash and construction debris must be removed from the site at the end of the work day. Owner’s dumpsters can NOT be used for any trash or construction debris.

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 16-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 SECOND SHIFT AND WEEKEND WORK ASSOCIATED WITH INSURING THAT THE PROJECT IS COMPLETED BY THE MILESTONE DEADLINES LISTED HEREIN.

B. Summary of Milestones:

1. Invitation for Bid (IFB): October 9, 2018.
3. Last day to issue an Addendum: October 16, 2018.
5. Issue Letter of Intent to Award: on or about October 24, 2018.

C. Contractor must bid the project to meet the schedule outlined in the bid documents which is to be completed during second shift and weekends and not during normal school hours. Contractor must staff the project accordingly to meet the schedule since the end date is firm. Rowan will not approve change orders for contractor’s inability to meet this schedule or time extensions.

D. 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 areas indicated.  Do not disturb portions of the building beyond areas in which the Work is indicated.

1. WORK HOURS:
   a. WEEKDAYS: 10:30PM TO 6:30AM  
   b. SATURDAY & SUNDAY: 7:00AM TO 4:00PM

2. Limits:  Contractor must work hours required to meet schedule requirements with Owner’s prior approval.

3. Owner Occupancy:  Allow for Owner occupancy of building, site and use by the public.

4. 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, during second shift and weekends.  No work can be scheduled during normal school hours.

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 be permitted inside the building on the first floor within the work areas and stored in the observation rooms during non-working hours.

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 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 or 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.

D. Limit access to the site to persons involved in the work.

1. All on site staff will be required to provide a Criminal Background Check as required by the Owner.

2. All personnel working within the University are required to obtain and submit a Criminal Background Check.
History Clearance including fingerprinting from NJDOE.

Contractor is to provide proof that applications have been submitted to State of New Jersey Department of Education for Criminal History Record for each employee that is working on site. All costs are to be paid by the Contractor.

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 contract, 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 precedence. 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.
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, RECESSES 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 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 safe 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 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.

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.
Change Orders (numbers) that affect value.

Dollar values

Cost totals.

1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

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.

Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.

Round amounts to nearest whole dollar; total shall equal the Contract Sum.

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.

Differentiate between items stored on-site and items stored off-site.

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.

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.

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.

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.

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.

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.

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

Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

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 copy’s 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 (2nd) 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 reinstate 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
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 security and protection. Temporary utilities will not be required. Existing permanent facilities may be utilized as determined by the Construction Manager and Owner.

B. Support facilities include, but are not limited to, the following:

1. Temporary enclosures
2. Construction aids and miscellaneous services and facilities.
3. 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. Barricades, warning signs, and lights.

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: None required.

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 daily. Work areas must be dusted, vacuumed, and cleaned on a daily basis. All openings in gypsum board partitions must be closed off with gypsum board screwed in place. Joints can be left unpacked.

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 use intended.

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, 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 Contractor's 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, scaffoldings, 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 stair-well.
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 exposed 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
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. $1,000.00 per day, including weekends and holidays, within first 30 days beyond substantial completion.
2. $1,000.00 per day for each day, including weekends and holidays, 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

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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. Contractor to provide a two (2) year contractor’s warranty letter stating the contractor sill warranty all materials and workmanship for two (2) years beginning at the date of substantial completion.

2. 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.

3. Make other submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.

4. 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.

5. 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.

6. Co-execute submittals when required.

7. Warranty Manual: Bind all warranties and bonds in a commercial type 81/2” 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.

8. 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.