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.
ROWAN UNIVERSITY
SECTION I
INSTRUCTIONS TO BIDDERS

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 obtain which, in the opinion of the University, adversely affects the responsibility and/or the capability of the bidder to undertake and to complete the work regardless of the bidder's previous qualification or classification. The University may conduct any investigation as it deems necessary to determine the bidder's responsibility and capacity and the bidder shall furnish all information and data for this purpose as the University may request.

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

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

1B6. DEPOSIT AND BID BOND

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

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

1B7. PERFORMANCE AND PAYMENT BONDS

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

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

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

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

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

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

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

1B9. ASSIGNMENTS

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

1B10. FEDERAL EXCISE TAXES AND STATE SALES TAX

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

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

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

1B10.4. Bidders must make their own determinations as to the current status and applicability.
INSTRUCTIONS TO BIDDERS

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
AGREEMENT made as of the __day of ____________________ in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
Rowan University
201 Mullica Hill Road
Glassboro, NJ 08028

and the Contractor:

for the following Project:

The Architect:

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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4 CONTRACT SUM
5 PAYMENTS
6 DISPUTE RESOLUTION
7 TERMINATION OR SUSPENSION
8 MISCELLANEOUS PROVISIONS
9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, Bid Solicitation, Bid Submission and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be as soon as possible.

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work. TIME IS OF THE ESSENCE.

§ 3.3 Substantial Completion
§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(\text{Check one of the following boxes and complete the necessary information.})

- [ ] Not later than () calendar days from the date of commencement of the Work.
- [X] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entire Scope of Work</td>
<td></td>
</tr>
</tbody>
</table>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5, below:

- Liquidated damages of $1000 per day for each calendar day substantial completion is not achieved.
- Liquidated damages of $1000 per day for each calendar day work on the closeout/punch list is incomplete.

§ 3.4 By submission of the its Proposal Bid and execution of the Contract, the Contractor agrees that the time specified for Final Completion of the Work is a reasonable period for completion of the Work taking into consideration the average climatic range, material delivery time experience in the Contractor’s industry.

§ 3.5 Should the Contractor fail to substantially complete the Work by the date set for Substantial Completion set forth above, the Contractor shall and hereby agrees to pay the Owner the sum of $1000 per day for each consecutive calendar day which elapses between the above-referenced date set for Substantial Completion and the date of actual Substantial Completion as certified to and approved by the Owner. Should the Contractor fail to fully complete the Work in conformity with all provisions of the Contract by the date set for Final Completion set forth above, the Contractor shall and hereby agrees to pay the Owner the sum of $1000 per day for each consecutive calendar day which elapses between the above-referenced date set for Final Completion and the date of actual Final Completion as certified to and approved by the Owner.

§ 3.6 The per day liquidated damages sum referenced herein is hereby agreed to be a reasonable and proper measure of damages which the Owner will sustain per diem by failure of Contractor to complete Work within time as stipulated; it being recognized by Owner and Contractor that the damages suffered by Owner which could result from a failure of the Contractor to complete the Work on schedule is uncertain and cannot be calculated with any degree of mathematical certainty. In no way shall costs of Liquidated Damages be construed as a penalty to the Contractor. In addition to liquidated damages, Owner shall have the right to recover the actual damages as are capable of being ascertained and which are not duplicative of elements covered by the liquidated damages provisions. Nothing in this paragraph shall limit the right of Owner to complete the Work following the Contractor’s breach of contract.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be ($ ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, are inclusive of the total Contract Sum:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
§ 4.3 Allowances, if any, included in the total Contract Sum reflected in Section 4.1: (Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

See Sections 3.3, 3.4, 3.5, and 3.6 above.

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not Applicable.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the following day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty Five (45) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3.1 APPLICATIONS FOR PAYMENT: The form for Applications for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA document G703 Continuation Sheets. Each Application for Payment must be accompanied by three (3) sets of Certified Payroll Records for the period covered by the Application. The payroll records shall indicate the proper classification of employees and the payment of overtime, if any. These records shall include each Contractor’s subcontractor’s certified payroll. Payment will not be authorized if the required payroll records have not been submitted.

§ 5.1.3.2 All Applications for Payment, Certified Payroll Records and Manning Reports shall include the relevant purchase order number and project number.
§ 5.1.4 The Owner may decide to disapprove an Application for Payment, or withhold payment, in whole or in part, to the extent reasonably necessary to protect the Owner if, in its opinion, the representations as described in Section 5.1.4.1 below cannot be made. If the Owner withholds a Certificate for Payment, the Owner will notify the Contractor as provided in Article 5 hereof. The Owner may also decide to withhold certifying payment in whole or in part, because of subsequently discovered evidence or subsequent observations, to such extent as may be necessary to protect the Owner from loss because of:

1. Defective Work which has not been remedied;
2. Third party claims filed or reasonable belief probable filing of such claims;
3. Failure of the Contractor to make payments properly to vendors, subcontractors or for labor, materials and equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum;
5. Damage to the Owner or another contractor;
6. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
7. Failure to carry out the Work in accordance with the Contract Documents;
8. Avoidable delay in the progress of the Work;
9. Failure to maintain the Project Site in a safe and satisfactory condition in accordance with good construction practices as recommended by the Engineer after consultation with the Contractor; and
10. Failure to submit updates as requested by the Owner or as required by the General Conditions.

When the foregoing reasons for withholding payment are resolved, certification will be made for amounts previously withheld in the manner set forth in Section 5.1.3 above.

§ 5.1.4.1 The issuance of a separate Certificate for Payment will constitute representations by the Owner’s Project Manager to the Owner, based on its individual observations at the Site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of the Owner’s knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Engineer. The issuance of a separate Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a separate Certificate for Payment will not be a representation that the Owner has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed the Contractor’s construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contact Sum.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage shall be determined as follows: The Owner will withhold ten percent (10%) of the amount due on each partial payment, when the outstanding balance of the Contract is more than $500,000. When the outstanding balance of the Contract is Five Hundred Thousand Dollars ($500,000.00) or less, Owner will withhold five percent (5%) as retainage. Retainage shall be withheld until the Owner determines that the work has been satisfactorily completed and no unsettled claims exist. The final acceptance shall not be binding or conclusive upon the Owner should it subsequently discover that the contractor has supplied inferior material or workmanship or has departed from the terms of his contract. Should such a condition appear the Owner shall have the right, notwithstanding final acceptance and payment, to cause the work to be properly done in accordance with the drawings and specifications at the cost and expense of the contractor.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

« Intentionally Omitted. »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30–45 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

\[\text{Insert the number of days.}\]

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear no interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Insert the number of days.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in New Jersey Superior Court, Gloucester County.

[ ] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Project Manager
Rowan University
201 Mullica Hill Road
Glassboro, NJ 08028
@rowan.edu

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.8 It is the obligation of the Contractor to provide a full and complete copy of all insurance policies held by it at the Contractor’s sole expense, upon reasonable request by the Owner, in the amounts specified in the Bid Documents (see Article 11 of modified AIA Document A201-2007 General Conditions of the Contract for Construction). The Contractor’s failure to obtain or maintain adequate insurance coverage shall result in the
immediate termination of this Agreement. The Owner will have the right to request copies of the Contractor’s insurance policies or any part thereof for the duration of the contract period.

§8.9 This Agreement and the General Conditions of the Contract as modified or supplemented in writing, shall control in the case of conflict between these documents and the Project Specifications, the Project Manual and any other exhibits incorporated by reference into this Agreement in Article 9 herein.

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

1. AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
3. AIA Document A201™–2017, General Conditions of the Contract for Construction
4. Drawings: None
5. Project Manual

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>.1</td>
<td>AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor</td>
<td>10/04/2018</td>
<td>1 through 7</td>
</tr>
<tr>
<td>.2</td>
<td>AIA Document A101™–2017, Exhibit A, Insurance and Bonds</td>
<td>10/04/2018</td>
<td>1 through 7</td>
</tr>
<tr>
<td>.3</td>
<td>AIA Document A201™–2017, General Conditions of the Contract for Construction</td>
<td>10/04/2018</td>
<td>1 through 7</td>
</tr>
<tr>
<td>.4</td>
<td>Drawings: None</td>
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<tr>
<td>.5</td>
<td>Project Manual</td>
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</table>

#### INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section I</td>
<td>Instruction to Bidders</td>
<td>10/04/2018</td>
<td>1 through 7</td>
</tr>
<tr>
<td>Section II</td>
<td>General Conditions</td>
<td>10/04/2018</td>
<td>1 through 60</td>
</tr>
<tr>
<td>Section III</td>
<td>Construction Contract</td>
<td>10/04/2018</td>
<td>1 through 7</td>
</tr>
<tr>
<td>Request for Information Form</td>
<td>---</td>
<td>Page 1</td>
<td></td>
</tr>
<tr>
<td>Change Order Request Form</td>
<td>---</td>
<td>Page 1</td>
<td></td>
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<tr>
<td>Change Order Form</td>
<td>---</td>
<td>Page 1</td>
<td></td>
</tr>
<tr>
<td>Hourly Labor Rate Breakdown Form</td>
<td>---</td>
<td>Page 1</td>
<td></td>
</tr>
<tr>
<td>Daily Job Report Form</td>
<td>---</td>
<td>Page 1</td>
<td></td>
</tr>
<tr>
<td>Application and Certificate for Payment Form (AIA G702)</td>
<td>---</td>
<td>1 through 2</td>
<td></td>
</tr>
<tr>
<td>Attachment to G702 Certification For Payment</td>
<td>---</td>
<td>1 through 2</td>
<td></td>
</tr>
<tr>
<td>Contractor’s Partial or Final Release And Waiver of Liens</td>
<td>---</td>
<td>Page 1</td>
<td></td>
</tr>
<tr>
<td>Rowan Tax Exempt Letter</td>
<td>---</td>
<td>Page 1</td>
<td></td>
</tr>
<tr>
<td>Consent of Surety Company to Final Payment (AIA G707)</td>
<td>---</td>
<td>Page 1</td>
<td></td>
</tr>
</tbody>
</table>

#### DIVISION 01 GENERAL REQUIREMENTS DATED October 4, 2018

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>
## TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>.7 Addenda, if any:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>Date</td>
<td>Pages</td>
</tr>
</tbody>
</table>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

- [ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
  *(Insert the date of the E204-2017 incorporated into this Agreement.)*

- [ ] The Sustainability Plan:

- [ ] Supplementary and other Conditions of the Contract:
.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

<table>
<thead>
<tr>
<th>OWNER (Signature)</th>
<th>CONTRACTOR (Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Scully, CFO</td>
<td></td>
</tr>
</tbody>
</table>
PLANNING AND CONSTRUCTION

ALLOWANCE AUTHORIZATION

<table>
<thead>
<tr>
<th>Project:</th>
<th>Allowance Authorization Number:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Date: _________________________</td>
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</table>

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>RU Project Number:</th>
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<tr>
<td></td>
<td>PO Number: __________</td>
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</tbody>
</table>

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

This authorization is due to:
- Owners Request
- Field Condition Requirement
- Unforeseen Condition
- Design Error/Omission
- DCA Request

Explain:

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

<table>
<thead>
<tr>
<th>Original Allowance</th>
<th>$</th>
<th>Allowance Expenditures prior to this Authorization</th>
<th>$</th>
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</thead>
<tbody>
<tr>
<td>Allowance Balance prior to this Authorization</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allowance will be [increased] [decreased] by this Authorization</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Allowance Balance</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

APPROVAL RECOMMENDED

Rowan Project Manager

Date

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

Date

AVP Facilities (amounts > $6,019.99)

Date

☐ Attachments

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

Revision 1 – October 2010
This Allowance Charge Request contains charges to be made against the contract allowance

Description of Proposed Charge:

Attached supporting information from:  □ Subcontractor  □ Supplier  □  □

Reason for Charge:

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

Signed by:  

Date:  

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

<table>
<thead>
<tr>
<th>RFI No:</th>
<th>Date Submitted:</th>
<th>Requested Response Date:</th>
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</table>

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

<table>
<thead>
<tr>
<th>Rowan Project Manager:</th>
<th>Submitted to:</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Company:</th>
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</table>

**Contract Document Reference:**

**RFI DISCUSSION**

Individually number each separate topic or question

<table>
<thead>
<tr>
<th>Submitted by (Name &amp; Company):</th>
<th>Title:</th>
<th>Date:</th>
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<tbody>
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</table>

**RFI RESPONSE**

<table>
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<tr>
<th>Answered by (Name &amp; Company):</th>
<th>Title:</th>
<th>Date:</th>
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<tbody>
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</tr>
</tbody>
</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) ___________________________
## Change Order

<table>
<thead>
<tr>
<th>PROJECT:</th>
<th>CHANGE ORDER NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(name, address)</td>
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</table>

<table>
<thead>
<tr>
<th>TO CONTRACTOR:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(name, address)</td>
<td></td>
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</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>ARCHITECT</th>
<th>CONTRACTOR</th>
<th>OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Address</td>
<td>201 Mullica Hill Road</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
<td>Glassboro, NJ 08028-1701</td>
</tr>
</tbody>
</table>

BY______________________________    BY_____________________

DATE____________________________   DATE__________

BY_____________________________________

DATE__________________________________
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_________________

<table>
<thead>
<tr>
<th>Item</th>
<th>(%)</th>
<th>(S) Straight Time (a)</th>
<th>(1 ½ x) Overtime (b)</th>
<th>(S) Premium Cost (b-a)</th>
<th>(2x) Overtime (c)</th>
<th>(S) Premium Cost (c-a)</th>
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<tbody>
<tr>
<td>1). Base Rate *</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2). Overhead (on base rate only)</td>
<td>(d)</td>
<td>XXXXXXX</td>
<td>(d) XXXXXXX</td>
<td>(d) XXXXXXX</td>
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<tr>
<td>3). Profit (on base rate only)</td>
<td>(d)</td>
<td>XXXXXXX</td>
<td>(d) XXXXXXX</td>
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<tr>
<td>4). F.I.C.A.</td>
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<td>5). Federal Unemployment Tax</td>
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<td>6). State Unemployment Tax</td>
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<td>7). Welfare Fund</td>
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<td>XXXXXXX</td>
<td>XXXXXXX</td>
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<td>8). Pension</td>
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<td>XXXXXXX</td>
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<td>9). Vacation Fund</td>
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<td>10). Annuity Fund</td>
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<td>XXXXXXX</td>
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<tr>
<td>11). Associate Dues</td>
<td></td>
<td>XXXXXXX</td>
<td>XXXXXXX</td>
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<tr>
<td>12). Paid Holiday</td>
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<td>XXXXXXX</td>
<td>XXXXXXX</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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<tr>
<td><strong>TOTAL CHARGE PER HOUR</strong></td>
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</tbody>
</table>

*All rates must be at the current minimum prevailing wage rate for the State of NJ.
Please refer to the state website for further information at http://lwd.dol.state.nj.us
**DAILY JOB REPORT**

**Project #**

<table>
<thead>
<tr>
<th>DATE:</th>
<th></th>
</tr>
</thead>
</table>

**WEATHER CONDITIONS:**

**VISITORS:**

<table>
<thead>
<tr>
<th>CONTRACTORS ON SITE:</th>
<th>SUPER ON SITE (Y/N):</th>
<th>WORKFORCE ON SITE: (Foreman, Tradesmen, Laborers, etc.)</th>
<th>NO. OF WORKERS</th>
<th>WORK BEING DONE:</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

**MATERIALS DELIVERED:**

**EQUIPMENT ONSITE:**

**PROBLEMS/STATUS/CAUSES FOR DELAY:**

**NOTEWORTHY PHONE CALLS:**

4/4/2016  8:55 AM
APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: PROJECT: AIA DOCUMENT G702

FROM CONTRACTOR: VIA ENGINEER: APPLICATION NO:

PERIOD TO: PROJECT/CONTRACT NO:

APPLICATION DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

<table>
<thead>
<tr>
<th>CHANGE ORDER SUMMARY</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Orders approved in previous months by owner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
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<tr>
<td>Approved This Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number</td>
<td>Date Approved</td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

2. Net change by Change Orders

3. CONTRACT SUM TO DATE (LINE 1 + 2)

4. TOTAL COMPLETED & STORED TO DATE

{Column G on G703}

5. Retainage:
   a. \% of Completed Work
   {Column D + E on G703}
   b. \% of Storad Materials
   {Column F on G703}
   Total Retainage (line 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE
   {Line 4 less Line 5 Total}

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, PLUS RETAINAGE
   {Line 3 less Line 6}


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.

AMOUNT CERTIFIED

{Attach explanation if amount certified differs from the amount applied for.}

ARCHITECT:

By: ________________________ Date: ________________________

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.
<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
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</thead>
<tbody>
<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</td>
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</table>
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 ____________  δ 

COUNTY OF ________________  δ 

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

---

[Document from Attorney General]

State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
10 MULICIAHILL ROAD
GLASSBoro, NJ 08029-1701

May 4, 2011

Joseph F. Scully, Jr.
Vice President for Finance & CFO
Rowan University
Bole Hall
201 Mullica Hill Road
Glassboro, NJ 08029-1701

Re: Tax Exempt Status of Rowan University
Federal Tax ID # 55-192-543

Dear Mr. Scully:

You have asked this office for an opinion whether Rowan University is obligated to pay New Jersey sales and use taxes in any conduct of the University’s business.

You are hereby advised that pursuant to N.J.S.A. 12A:5-29, any sales, service or amusement charge by or to the University of any use or occupancy by the University is not subject to taxes imposed by the New Jersey Sales and Use Tax Act, N.J.S.A. 12A:5-1 et seq., where the University or its authorized representative conducting University business, is the purchaser, user or consumer. Further, should the United States or any other state grant an exemption from certain taxes to the State of New Jersey, Rowan University, as an arm of the State, is entitled to such consideration.

Sincerely yours,

[Signature]

Paula D. Rast
Attorney General, of New Jersey

[Signature]

Cheryl R. Caige
Deputy Attorney General

CRC/rd

---

Chief Financial Officer
Bole Hall
201 Mullica Hill Road
Glassboro, NJ 08029-1701

856-256-4127
856-256-4443 fax
CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT
AIA DOCUMENT C707

PROJECT:
(name, address)

TO (Owner)

ARCHITECT’S PROJECT NO:
CONTRACT FOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
there insert name and address of Surety Company)

SURETY COMPANY,
on bond of (there insert name and address of Contractor)

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 (there insert name and address of Owner)

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

Surety Company

2017

Signature of Authorized Representative

Attest:
(Seal):

Title

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

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

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

B. Related Sections include the following:

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

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:

1. Project Location : Rowan University, Glassboro, New Jersey
   a. 70 Sewell Street, Glassboro NJ.
   b. 201 Mullica Hill Rd, Glassboro NJ.

2. Owner: Rowan University

Architect Identification: The Contract Documents were prepared for Project by: Blackney Hayes Architects

B. The Work consists of the following:

1. Minor demo of the interior of an older warehouse and constructing a new home for the trade shops for the Rowan operations team.
2. Alternate #1 – Disconnecting of all utilities and demo of the Cassidy building down to the foundation located on the main campus. Securing foundation and site clean up.

1.4 CONTRACT

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

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

B. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Work by others.
   3. Work by Owner.

C. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond the building perimeter unless prior approval of the University is received prior to conduction such work or operations.
   1. Limit site disturbance, as approved by Rowan University.
   2. REFER TO SECTION 011400 FOR WORK HOURS.
   3. Storage of construction materials and equipment is not permitted inside the existing building.
   4. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Rowan University, Rowan’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
      a. Schedule deliveries to minimize use of the driveways and entrances.
      b. Schedule deliveries to minimize space and time requirements for storage of materials on-site.

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 OVERTIME ASSOCIATED WITH ENSURING THAT THE PROJECT IS COMPLETED BY THE MILESTONE DEADLINES LISTED HEREIN.

B. Summary of Milestones:

1. Notice to Proceed/Authorization by: The University intends to issue Notice to Proceed, Construction Contract, and/or University purchase order as evidence of contract award on or before 12/2/19
2. ALL submittals to Architect: one (1) week after Notice to Proceed.
3. Architect return of reviewed submittals by: one (1) week after receipt.
4. 70 Sewell Street Substantial Completion by 5/15/20, Alternate # 1 Substantial Completion by 8/21/20
5. Final Completion of work on site by FIVE (5) BUSINESS DAYS FROM SUBSTANTIAL COMPLETION. All construction including punch list work will be completed by this date.
6. Final Completion by TEN (10) BUSINESS DAYS FROM SUBSTANTIAL COMPLETION DATE. All closeout documentation, final payment application, etc.

C. Weather Conditions:

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

2. The University may at its sole discretion entertain extensions of time from the contractor for weather related delays. However no extensions of time shall be considered by the University until at least twenty-five (25) lost project schedule days have accrued. Lost time will accrue on a proportionate basis – ¼ lost day will be charged as ¼ lost day, 1/2 lost day will be charged as ½ lost day, and so forth. A lost project schedule day is considered a day or any portion of a day when all members of the construction workforce on the project cannot work due to inclement weather conditions. Whether or not the contractors' workforce fails to begin work or leaves the project site on any given day due to a claim of inclement weather a lost project schedule day will not be recognized by the University until it is approved in writing by the University's project manager.

3. Should the University approve an extension of time the contractor may only submit reimbursement for the cost of the extension of rental equipment agreements; bond premium and insurance adjustments at actual cost with no mark up; and general conditions directly impacted by the approved extension. Appropriate back up documentation as requested by the University project manager must accompany any submission for reimbursement. Appropriate back up can be anything from copies of contractor's rental agreements showing rental durations, unit costs, rental rates, etc. to copies of superintendents pay stubs.
D. Intent of Contract: The drawings and specifications of the contract are intended to require the contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of the work. All work and materials included in the specifications and not shown on the drawings, or shown on the drawings and not in the specifications, shall be performed and/or furnished by the contractor as if described in both. Any incidental materials and/or work not specified in the drawings and/or the specifications which are, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, the contractor shall understand the same to be implied and required, and shall perform all such work and furnish all such materials as if particularly delineated or described therein. Should there be an obvious error between the drawings and specifications, the most stringent constraints of the conflicting information shall be assumed by the contractor and it shall be the contractor’s responsibility to complete the work as reasonably required, consistent with the intent of such drawings and specifications as may be interpreted by the University.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000
SECTION 011400 – WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
   1. Limits: Confine construction operations to weekdays (Monday through Friday) from 8:00 AM to 5:00 PM. Weekend and Holiday work may be permitted if approved by the Owner.
   2. Owner Occupancy: Allow for Owner occupancy of building, site and use by the public.
   3. Driveways and Entrances: Keep streets, driveways and entrances serving premises clear and available to owner, Owner’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
      a. Schedule deliveries to minimize use of driveways and entrances.
      b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

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

1.3 OCCUPANCY REQUIREMENTS

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

1.4 WORK SEQUENCE

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

1.5 CONTRACTOR WORK AREAS, WORKING CONDITIONS AND EQUIPMENT STORAGE REGULATIONS

A. The Contractor shall not unreasonably encumber the facilities with its equipment or work to be performed. Work conducted by the Contractor, Subcontractor, or any other person and/or firm
affiliated with the Contractor shall be contained within pre-designated working areas established by the documents.

B. The Contractor shall, at all times during the progress of the work, keep the site free from the accumulation of all rubbish and debris caused by its performance. The Contractor shall remove all debris and rubbish related to its work at the end of each workday to the satisfaction of the Project Manager. Tool storage boxes shall not be permitted inside the building on the first floor or outside the building.

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

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

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

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

A. Work Stoppages – DOES NOT APPLY.

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

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

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

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

1.7 PROTECTION OF INTERIOR FINISHES

A. The Contractor shall take extra care to avoid damage or soiling to any part of the facility. The Contractor is responsible for all damages or destruction caused directly or indirectly by its performance to any part of the building or adjoining property. Any damage or destruction caused by the Contractor or its employees will be repaired or replaced as the Project Manager directs and to their satisfaction with all costs charged to the Contractor. The costs may be deducted from any and all amounts due to the Contractor.
B. Any of the Contractor’s employees found defacing, damaging or marring the building or its finishes or contents shall be immediately removed by the Contractor. The Contractor shall be charged for all remedial work to restore the damaged area or contents to their original condition to the satisfaction of the State.

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011400
SECTION 01210 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section. 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 governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order Directive THE ALLOWANCE SHALL BE INCLUDED IN THE BASE BID.

B. Types of allowances include the following:

1. Lump-sum allowances.

C. Related Sections include the following:

1. Division 1 Section "Quality Control Services" for procedures governing the use of allowances for testing and inspecting.
2. Divisions 2 through 16 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

A. If applicable, at the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architects request and Owners approval, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.
1.4 SUBMITTALS
   A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
   B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
   C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.
   D. All Allowances will be recorded as separate line items on the initial Schedule of Values to be approved by the Owner and/or Architect. Once the initial Schedule of Values is approved all subsequent Schedule’s will continue to include these Allowances as separate line items. Allowances will be tracked as separate line items.

1.5 COORDINATION
   A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES
   A. Allowance shall include cost to Contractor of specific products and materials and shall include taxes, freight, and delivery to Project site.
   B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials accepted by Owner under this Section shall be included as part of the allowance.

1.7 UNUSED MATERIALS
   A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
      1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

1.8 UNUSED ALLOWANCES
   A. All unused Allowances are and will remain the Owner’s property. The Contractor shall return any remaining Allowance balances to the Owner upon completion of all punch list items and Final Acceptance of the Building.
      1. Allowance balances will be returned to the Owner by Change Order.
2. Change Orders for returning Allowance balances to the Owner will be initiated and approved prior to the Contractor submitting for Final Payment. Allowance balances will not be included in the Final Application for Payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

Lump Sum Allowance No. 1, Owner Directed Work & Unforeseen conditions:

$50,000.00

( Fifty Thousand Dollars)
SECTION 012200 – UNIT PRICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Requirements:

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

1.3 DEFINITIONS

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

1.4 PROCEDURES

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

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

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

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. NONE ARE REQUIRED FOR THIS PROJECT.

END OF SECTION 012200
SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

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

1.4 PROCEDURES

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

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

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

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

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

PART 3 - EXECUTION

3.1 SCHEDULE OF ADD – ALTERNATES

A. Add Alternate No. 1: Demo of Cassidy Maintenance building and proper termination of all utilities. See drawings AD1.0, MEP 1.0 & C1.1 for Cassidy Demo.

PLEASE NOTE THAT THIS ALTERNATE CAN NOT BEGIN UNTIL THE MAIN PROJECT IS 100% COMPLETED WITH ALL INSPECTIONS AND CO IN HAND. ALSO END USER NEEDS TIME TO RELOCATE. EXPECTED DEMO START DATED 7/1/2020.

B. Add Alternate No. 2:

3.2 SCHEDULE OF DEDUCT – ALTERNATES

A. NONE

END OF SECTION 012300
SECTION 012400 – PROCEDURES AND CONTROLS

PART 1 - GENERAL

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 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.

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 precedent. In the event of such termination, the Owner shall have the right to take possession, for the purpose of completing such work, of all materials, tools, and appliances on its premises and employ any person or persons to finish the work and provide the materials and labor for such work. The Contractor shall not be entitled to
receive any further payments under this agreement until the work shall be finished completely, at which time the contractor shall be paid whatever balance is found to be due to contractor for amounts expended by it either for labor, materials, or otherwise, plus contractors percentage of profit as provided in this agreement, less, however such expenses or damages as the Owner may suffer by so completing the work. The Contractor shall not be entitled to prospective profits on portions of the project not performed by it or with respect to the materials not furnished by it. Further, it is understood and agreed that should the expenses to the Owner in completing the contract be increased by reason of such discontinuance of the services of this contractor, then this contractor shall be responsible to the Owner for such entire increase in addition to the other expenses or damages referred to above.

1.12 INSPECTIONS, TESTS AND REPORTS

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

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

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

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

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

1.13 PROGRESS PHOTOGRAPHS

A. Refer to Specification Section 01300, "Submittals" for requirements pertaining to Progress Photographs.
B. Provide photographs of the site and construction throughout progress of Work produced by an experienced photographer or job superintendent experienced in taking construction photographs, acceptable to the Owner.

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

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

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

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

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

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

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

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

B. Installer's Inspection of Conditions: Require Installer of each major unit of work to inspect substrate to receive the work, and conditions under which the work will be performed, and to report (in writing to Contractor) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

C. Manufacturer's Instructions: Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in contract documents.

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

E. Provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated. Allow for expansions and building movements. Provide uniform joint widths in exposed work, organized for best possible visual effect. Refer questionable visual-effect choices to Architect for final decision.

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

G. Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion, which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.

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

I. Mounting Heights: Except as otherwise indicated, mount individual units of work at industry-recognized standard mounting heights, for applications indicated. Refer questionable mounting height choices to Architect/Engineer for final decision.

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

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

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

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

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

3.9 LAYING OUT THE WORK

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

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

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

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

E. Utilize recognized engineering survey practices.
F. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

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

G. Periodically verify layouts by same means.

H. Maintain a complete and accurate log of control and survey work as it progresses.

3.10 GENERAL INSTALLATION REQUIREMENTS

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

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

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

3.11 CLEANING AND PROTECTION

A. General: During handling and installation of work at project site, Contractor shall clean and protect work in progress and adjoining work on a basis of perpetual maintenance. Apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration at time of substantial completion; otherwise, clean and perform maintenance on newly installed work as frequently as necessary through remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

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

1. Progress Cleaning:
   a. Maintain areas free of waste material, debris, and rubbish (on a daily basis). Maintain site in a clean and orderly condition, as determined by the Owner.
   b. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
   c. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
   d. Collect and remove waste materials, debris, and rubbish from site periodically and dispose of off-site.
   e. Protect installed work and provide special protection where specified in individual specification sections.
   f. Provide temporary and removable protection for installed Products. Control activity during and after installation in the immediate work area to prevent damage.
g. Protect finished floors and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials appropriate for the task involved.

C. Limiting Exposures of Work: To extent possible through reasonable control and protection methods, Contractor shall supervise performance of work in a manner and by means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposures during construction period. Such exposures include (where applicable, but not by way of limitation) static loading, dynamic loading, internal pressures, external pressures, high or low temperatures, thermal shock, high or low humidity, air contamination or pollution, water, ice, solvents, chemicals, light, radiation, puncture, abrasion, heavy traffic, soiling, bacteria, insect infestation, combustion, electrical current, high speed operation, improper lubrication, unusual wear, misuse, incompatible interface, destructive testing, misalignment, excessive weathering, unprotected storage, improper shipping/handling, theft and vandalism.

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

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

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

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

F. Roads and Pathways:

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

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

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

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

3. 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
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Sections include the following:

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

1.3 MINOR CHANGES IN THE WORK

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

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

1.4 PROPOSAL REQUESTS

A. In the event the Contractor believes that any change directed by the Owner or Architect would entitle it to additional compensation to complete its work under this contract, the Contractor shall immediately notify the Owners project manager of this fact WITHIN 48 HOURS OF RECEIPT OF THE CHANGE REQUESTED. The contractor shall then prepare and submit an original of the Change Order Request (COR) with all supporting documentation to the Owners project manager and submit two (2) copies of the Change Order Request (COR) with all supporting documentation to the Architect and University within five (5) calendar days of its receipt of the directive by the Owner and/or Architect.
B. Owner-Initiated Proposal Requests: Owner may issue proposal requests or may have the Architect issue such requests. In any event a detailed description of proposed changes in the Work will be submitted to the contractor that may require adjustment to the Contract Sum. THERE WILL BE NO ADJUSTMENTS TO TIME FOR ANY GIVEN CHANGE ORDER REQUESTED. If necessary, the description will include supplemental or revised Drawings and Specifications.

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

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

3. Within five (5) business days after receipt of directive, ASI or proposal request from the Owner, submit a Change Order Request estimating cost adjustments to the Contract Sum necessary to execute the change. The contractor shall then prepare and submit an original of the Change Order Request (COR) with all supporting documentation to the Owners project manager and submit two (2) copies of the COR with all supporting documentation to the architect.
   
   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   
   b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
   
   c. Include costs of labor directly attributable to the change.

   1) Labor shall be broken down by man-hours, hourly wages, fringe benefits per hour and any other benefits payable.

   d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float however the date of Substantial and Final Completion cannot be extended.

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

D. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a Change Order Request (COR) to Owners project manager. The contractor shall prepare and submit one (1) original of the COR with all supporting documentation to the Owners project manager and submit two (2) copies of the COR with all supporting documentation to the architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor’s Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float however the date of Substantial and Final Completion cannot be extended.

6. Comply with requirements in General Conditions Article 4.15 if the proposed change requires substitution of one product or system for product or system specified.


1.5 ALLOWANCES (IF APPLICABLE ON A GIVEN PROJECT)

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

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

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

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

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

1.6 CHANGE ORDER PROCEDURES

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

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

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

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

2. Unless otherwise directed, the breakdown shall cover all work involved in the change whether such work was deleted, added or changed.

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

4. The following rates shall apply in computing indirect costs and profit for the negotiation of additional compensation under all provisions of this contract, which provide for such adjustments that do not exceed twenty-five thousand dollars ($25,000.00). The resulting change in the contract amount will include the indirect impact cost of extended performance computed in accordance with the terms of this article and no further consideration of such costs arising from the specific modification will be given. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. If not negotiated prior to the start of construction then the rates herein designated shall apply. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and deleted work, the applicable percentages shall be applied to the net cost or credit. In any event, the percentages shall not exceed the sum of the following:

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

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

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

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

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

   f. A profit of six percent (6%) where profit is allowable by the terms of the applicable contract provision shall be added to the contractor's total cost for the equitable...
adjustment allowed for the work conducted by the contractors own workforce. Indirect costs will not be duplicated in direct costs.
g. When more than one (1) tier of sub-contractors exists, they shall be treated as one (1) sub-contractor for the purpose of mark-ups.

D. ANY CONTRACTOR PERFORMING CHANGE ORDER WORK WITHOUT WRITTEN APPROVAL FROM THE OWNER DOES SO AT ITS OWN RISK.

1. Only the signature of an Assistant Vice President or above is authorized to give approval of a Change Order Request (COR) or Change Order (CO). The Owners project manager is not authorized to approve change orders. The project manager is only authorized to verify the work in question is in addition to or outside the scope of work delineated on the original contract documents.

1.7 CONSTRUCTION CHANGE DIRECTIVE


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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PERFORMANCE OF CHANGE ORDER WORK

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

END OF SECTION 012500
SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

B. Related Sections include the following:

1. Division 1 Section "Allowances" for procedural requirements governing handling and processing of allowances.

2. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.

3. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

4. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
   a. Application for Payment forms with Continuation Sheets.
   b. Submittals Schedule.

2. Submit the Schedule of Values submission to Architect and Owners Construction Manager in accordance with the general conditions and general conduct of work.

3. Sub schedules: Where the Work is separated into phases requiring separately phased payments, provide sub schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line
items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. **Identification:** Include the following Project identification on the Schedule of Values:
   a. Project name and location.
   b. Name of Architect.
   c. Architect’s project number.
   d. Contractor’s name and address.
   e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar values
   h. Cost totals.
      1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
   a. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site.
   b. The University may, in its sole discretion, pay the Contractor for material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the contractor at locations other than the site may also be taken into consideration if (1) such consideration is specifically authorized by the contract and (2) the contractor furnishes a form entitled "Contractor’s Summary of Stored Materials" and agreement and bill of sale certification, respectively, for stored materials and (3) the contractor furnishes evidence of insurance for said materials or a bonded warehousing agreement.

6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. **Allowances:** Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities. Allowances will only be accepted for items listed in the Bid Documents.

8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place must be shown as separate line items in the Schedule of Values.

9. **Schedule Updating:** Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
   a. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
1.5 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit 3 (three) signed and notarized original copies of each Application for Payment to Project Manager by a method ensuring receipt within 24 hours. All 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 (2\textsuperscript{nd}) progress payment.
4. Products list.
5. Schedule of unit prices.
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
11. Initial progress report.
13. Certificates of insurance and insurance policies.
15. Data needed to acquire Owner's insurance.
16. Initial settlement survey and damage report if required.
17. Current construction photographs as specified herein.

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

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

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

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
K. When Owner or Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one (1) copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

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

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

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

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

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

1.6 FINAL PAYMENT

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

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

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

END OF SECTION 012900
SECTION 013100 - COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

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

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

1.3 COORDINATION

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

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

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

C. Where necessary, prepare memoranda for distribution to each party involved, outlining special
procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.

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

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

E. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.

1. Show the relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Comply with requirements contained in Section “Submittals.”
   a. Note the coordination drawing submittal requirements under Section 013300 "Submittals", paragraph 2.3.9

B. Staff Names: Within fifteen (15) days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
1. Post copies of the list in the Project meeting room, and the temporary field office.

PART 2 - EXECUTION

2.1 GENERAL COORDINATION PROVISIONS

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

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

2.2 CLEANING AND PROTECTION

A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION 013100
SECTION 013200 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUBMITTALS

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

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

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

1.3 SCHEDULE FORMAT

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

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

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

PART 2 - PRODUCTS – NOT USED
PART 3 - EXECUTION

3.1 CONTENT

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

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

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

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

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

F. The Progress Schedule based upon the Contractor's logic and time estimates shall indicate, in suitable detail for display, all significant features of the Work of each Contractor, including the placing of orders and anticipated delivery dates for critical items and all other critical path activities, submissions and approvals of Shop Drawings, all work activities to be performed by each Contractor and the beginning and time durations thereof, float time and the dates of substantial and final completion of the various branches of the Work.

1. Show complete sequence of construction activity, with dates for beginning and completion of each element of construction.
2. Identify each item by specification section number or per bid form breakdown.
3. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
4. Indicate delivery dates as milestones for Owner-furnished items and any critical path items.
5. Provide legend for symbols and abbreviations used.
6. Show critical path tasks; differentiate them from other construction tasks.
7. Schedule will be based upon a five-day workweek.
3.2 REVIEW AND EVALUATION OF SCHEDULE

A. Review and Approval of Initial Working Schedule: Within ten (10) calendar days after receipt of the initial arrow diagram and computer produced schedule, the University's representative shall meet with the contractor and for joint review, correction or adjustment of the proposed plan and schedule to evaluate the cost values assigned to each activity. Within ten (10) calendar days after the joint review, the Contractor will revise the arrow diagram and the computer-produced schedule in accordance with agreement reached during the joint review and shall submit two (2) copies each of the revised arrow diagram, computer produced schedule and cost requisition to the University. The resubmission will be reviewed by the University and, if found to be as previously agreed upon, will be approved. An approved copy of each will be returned to the Contractor. The contractor shall review the schedule to insure that it reflects all changes agreed to and, if all changes have been made, the contractor shall approve and sign the network diagrams, computer produced schedule and cost requisition listing at that time. Approval will be without reservation and the contractor will be deemed to have accepted the schedule as adequate, proper and binding in all respects and shall not raise objections to the schedule. After the network diagrams, computer-produced schedule and cost requisition listing have been signed, the Contractor shall forward one (1) set of signed copies of all scheduling documents to the University Project Manager. The arrow diagram and the computer-produced schedule with approved signatures shall constitute the project work schedule until subsequently revised in accordance with the requirements of this section.

B. Evaluate project status to determine work behind schedule and work ahead of schedule. Submit revised recovery schedule with action plan to bring "behind schedule" tasks and milestones back into original timeline.

3.3 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.

1. Updated schedules must be submitted at each progress meeting and with each application for payment or as required by Architect or Owner. These schedules must include the following:
   a. approved changes in activity sequencing;
   b. changes in activity durations for unstarted or partially completed activities where agreed upon;
   c. the effect to the network of any delays in any activities in progress and/or the impact of known delays, which are expected to affect future work;
   d. the effect of contractor modifications; i.e., activity durations, logic and cost estimates; to the network;
   e. changes to activity logic where agreed upon to reflect revision in the contractor's work plan; i.e., changes in activity duration, cost estimates and activity sequences for the purpose of regaining lost time or improving progress;
   f. changes to milestones, and due dates (except substantial completion) which have been agreed upon by the University since the last revision of the schedule.

B. At the same time the network is updated, the contractor and the University's representative shall jointly make entries on the preceding network diagram schedule to show actual progress, to identify those activities started by date and those completed by date during the previous period to show the estimated time required to complete each activity started but not yet completed, to show activity percent completed and to reflect any changes in the arrow diagram approved in accordance with the preceding paragraph. After completion of the joint review and the University's approval of all entries, the Contractor will submit updated network diagrams and an updated computer produced calendar dated schedule to the University and the
The resultant computer print-out and network diagrams shall be recognized by the contractor as solely his/her updated construction schedule to complete all remaining contractor work except that portion affected by interim University decisions.

3.4 DISTRIBUTION OF SCHEDULES

A. Upon approval at each level of schedule development (preliminary, final for Contractors work and Single Coordinated including all Prime Contractors work) the Contractor shall prepare and distribute (10) copies of the schedule at each level to the University. The Contractor shall also prepare and distribute two (2) copies of the final schedule showing Prime Contractors work to each Prime Contractor. In the event a new Prime Contractor is added to the job the General Construction Contractor shall furnish a revised schedule immediately with copies as indicated. The final coordinated schedule shall be signed and dated by all Prime Contractors involved and shall become part of the contract documents.

B. Distribute copies of updated (current) schedules to Contractors project site file, subcontractors, suppliers, Architect and Owner at each bi-weekly progress meeting. Also submit an updated (current) schedule with each Application for Payment or more often as required by the Architect and/or Owner.

3.5 SCHEDULE ADJUSTMENTS

A. Upon Owner and/or Architects request, if Contractor falls behind the approved schedule, the Contractor must submit a revised schedule to show how the Contractor intends to accomplish the completion of the work within the original contract time.

1. Within seven (7) days after receipt of notice from the Owner, the contractor shall submit to the University in writing an explanation of corrective action taken or proposed. The contracting officer shall make a decision binding on all parties after reviewing the written submissions.

B. Responsibility for Completion: The contractor agrees that whenever it becomes apparent from the current monthly computer produced calendar dated schedule that any contract completion date will not be met, he/she will take some or all of the following actions at no additional cost to the University.

1. increase construction manpower in such trades and numbers as will substantially eliminate the backlog of work in the opinion of the Construction Manager and contracting officer
2. increase the number of working hours per shift, shifts per working days, working days per week or the amount of construction equipment of any combination of the foregoing sufficiently to substantially eliminate the backlog of work in the judgment of the Construction Manager and contracting officer
3. reschedule activities to achieve maximum practical concurrence of accomplishment of activities

C. Lost time due to weather conditions will not accrue nor be credited to Contractor for weather delays with time added to the Substantial Completion milestone deadline. No weather delays will be granted once the building is under roof.

3.6 BI-WEEKLY REPORTING
A. Upon request from the Owner, the Contractor shall furnish for approval, his proposed operating schedule for the next immediate two-week period of time. This schedule will be submitted at each bi-weekly progress meeting along with the overall updated schedule.

1. Every two (2) weeks, the Architect will conduct a coordination and scheduling meeting on the job site. At this meeting, the contractor shall provide detailed information in the form of a bar chart schedule regarding the work schedule to be performed during the upcoming two (2) weeks. Bi-weekly scheduling by the contractor shall be in accordance with the priorities and degree of concurrent work required by the official schedule for the project. The contractor shall be prepared to explain a difference between the contractor’s bi-weekly schedules and the priorities required by the latest updating of the official schedule.

2. At the bi-weekly scheduling meeting, the Owner and Architect shall review the bar charts for the preceding two (2) weeks and the contractor shall report the progress actually achieved for each activity, which was scheduled to be performed during the two (2) weeks, including the actual dates on which the work was performed. The contractor agrees that this information shall constitute the official historical record of project progress. At each bi-weekly scheduling meeting, the contractor shall document any current delays to work operations. In addition, the contractor shall provide any available information regarding any potential delays, which they anticipate; i.e., procurement delays, expected strikes, etc.

3. Following the bi-weekly scheduling meeting, the Contractor shall issue to the Owner and Architect a new set of bi-weekly bar charts as developed at the meeting, which shall constitute the construction schedule for the upcoming two (2) weeks. The Contractor shall also issue a narrative bi-weekly progress analysis documenting progress achieved during the preceding two (2) weeks and analyze delays reported to constitute current or anticipated impacts to timely construction. The revised bar chart schedule and progress narrative shall agree with the meeting minutes and items discussed and agreed to at the bi-weekly meeting.

4. The contractor shall be represented at the bi-weekly scheduling meeting by their Construction Manager who shall have complete authority to provide the information required for the development of the next two (2) weeks bar chart schedule, documentation of past progress and documentation of delays. The contractor representatives shall also be authorized to discuss correction action planned to overcome delaying conditions at these meetings.

3.7 DAILY REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at the Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial Completions and occupancies.
19. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents prepare and submit a detailed report. Submit with requests for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

END OF SECTION 013200
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section augments requirements set forth in the General Conditions and specifies administrative and procedural requirements for submittals required for performance of the Work, including:

1. Contractor’s Use of Architect’s CAD Files.
2. Shop Drawings.
3. Product Data.
4. Samples.
5. Informational Submittals.
6. Delegated Design.

B. Administrative Submittals: Refer to General Conditions, other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

1. Permits.
2. Contractor’s Construction Schedule.
4. Schedule of Values.
5. Applications for payment.

C. Related Sections include the following:

1. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
2. Division 1 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
3. Division 1 Section "Closeout Procedures" for submitting warranties.
4. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
5. Division 1 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner’s personnel.
6. Divisions 2 through 16 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS
A. Action Submittals: Written and graphic information that requires Architect and Construction Manager’s responsive action.

B. Informational Submittals: Written information that does not require Architect and Construction Manager’s responsive action. Submittals may be rejected for not complying with requirements.

C. Concurrent Review: Simultaneous review by Architect and other discipline(s).

D. Shop Drawings: Original fabrication drawings.

E. Product Data: Manufacturer’s standard product literature and samples.

1.4 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

   a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Submittals Schedule: Comply with General Conditions and other requirements of the Contract Administration Division. A submittal schedule will be developed by the Contractor within 10 working days of Notice to Proceed and approved by the Architect within 10 working days after receipt for review.

1. Follow the submittal requirements listed in this Section and elsewhere throughout the Contract Documents however and in addition to submittals required in other specification sections, one (1) copy of all HVAC, sprinkler, plumbing, electrical, and control system submittal must be forwarded to the Owners Project Manager. At minimum, for submittals other than those listed under this item a transmittal must be forwarded to the Project Manager.

C. Contractor shall record all submittal information on the required “Submittal Log”. Distribute Log at each progress meeting.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 5 working days for review of each resubmittal.

4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect’s consultants, allow 10 working days for initial review of each submittal. Submittal will be returned to Contractor,
through Architect. Submittals in the following sections require concurrent consultant review:

a. Division 3: All Sections.
b. Division 5: Sections 05120 “Structural Steel”, 05310 “Steel Deck”, 05300 “Steel Joists.
c. Division 9: Acoustic Sections
d. Division 13: All Sections.
e. Division 15: All Sections.
f. Division 16: All Sections.

5. Concurrent Transmittal to Consultant: Where indicated above and acceptable to Architect, Contractor may transmit submittals directly to Architect’s consultants in the required number of copies, while at the same time transmitting two additional copies of the entire submittal including the transmittal to the Architect.

6. Concurrent Transmittal to Owner:

a. Transmit two (2) additional copies of all shop drawings, product data and coordination drawings and coordination drawings and one (1) set of each sample submittal to Owner’s Project Manager.

E. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor’s review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name and address of Architect.
   d. Name and address of Contractor.
   e. Name and address of subcontractor.
   f. Name and address of supplier.
   g. Name of manufacturer.
   h. Submittal number or other unique identifier, including revision identifier.
      1) Architect will assign own numbers to each submittal, which may be different than those assigned by the Contractor.
   i. Number and title of appropriate Specification Section, and Keynote reference where applicable.
   j. Drawing number and detail references, as appropriate.
   k. Other necessary identification.

F. Deviations: Encircle or otherwise specifically identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit specified number of copies of submittal to concurrent reviewer in addition to one complete copy and transmittal to Architect.
2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Provide locations on form for the following information:
   a. Project name.
   b. Date.
   c. Destination (To:).
   d. Source (From:).
   e. Names of subcontractor, manufacturer, and supplier.
   f. Category and type of submittal.
   g. Submittal purpose and description.
   h. Specification Section number and title.
   i. Drawing number and detail references, as appropriate.
   j. Submittal and transmittal distribution record.
   k. Remarks.
   l. Signature of transmitter.

2. On the transmittal record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor’s Certification that information complies with Contract Document requirements.

I. Contractor’s Certification: All scale and full-size shop, erection or setting drawings, roughing drawings, sleeve and opening drawings, product data, and samples shall be examined and checked by qualified technical employees of Contractor as to accuracy, completeness and compliance with all contract documents prior to submission to the Architect for his review. These drawings, data and samples shall be stamped and signed by Contractor certifying to such examination and compliance. Any drawings, data and samples not checked, stamped, and signed by Contractor will be returned unchecked, to Contractor. Contractor will be held responsible for any delay in the progress of the work due to his failure to observe these requirements, and the time for the completion of his contract will not be extended on account of his failure to submit drawings, data and samples promptly in accordance herewith.

J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked “No Exceptions Taken”, or “Make Corrections Noted”.

K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, and authorities having jurisdiction, and others as necessary for performance of construction activities. Furnish one (1) copy of final submittals to Owner. Show distribution on transmittal forms.

L. Use for Construction: Use only final submittals with mark indicating “No Exceptions Taken” or “Make Corrections Noted” by Architect.

M. In instances where sepias, shop drawings and/or erection of drawings of a scale larger than the contract drawings are prepared by a contract, such drawings and sepias will be accepted in lieu of marked-up contract drawings provided they are updated according to the contract documents. A master sheet of the same dimensions as the contract drawings shall be prepared by the contractor on a tracing which shall indicate, sheet by sheet, a cross-reference to all shop drawings pertaining to that drawing. All drawings and sepias as required by Section 2.8 F below, shall be labeled “as-built” and dated above the tile block.

1.5 CONTRACTOR’S USE OF ARCHITECT’S CAD FILES
A. General: Architect may provide electronic copies of CAD files of the Contract Drawings for Contractor’s use in preparing submittals subject to execution by the Contractor of a waiver and payment to the Architect for this service in the amount of $250. In accordance with the language of the waiver, the agreement is non-transferable by the Contractor to any Subcontractor, from any Subcontractor to the Contractor or from any Subcontractor to another Subcontractor. A separate waiver and payment is required for each individual contractor or subcontractor requesting electronic copies of CAD Drawings.

1. A sample copy of the waiver is included at the end of this Section. Upon request, Architect will provide an original.
2. This service is not available prior to the award of the contract.
3. Architect’s consultants may or may not provide CAD files under the above agreement. Such consultants reserve the right to refuse to provide CAD files, regardless of whether or not the aforementioned waiver and fee agreement is executed. Consultants may, if they agree to provide CAD files, attach additional conditions to those listed above and below. Architect’s consultants include the following disciplines: civil, landscape, structural, mechanical, electrical, plumbing, and fire protection. Architect will advise Contractor if any consultants will not provide CAD files prior to executing above agreement.
4. CAD files will be provided in AutoCad 2002 format or newer version only.
5. CAD files will be provided in Architect’s office standard conventions for file structure, file names, layering standards, drafting standards, etc. Architect will not make revisions to these standards for the convenience of the Contractor.
6. CAD files may or may not contain differences from the Contract Documents, including work and information related, but not limited to, alternate designs, obsolete designs, addenda, bulletins, construction sketches, and informational sketches. Such differences may or may not be clearly indicated. Where such differences are found, they do not supersede the Contract Documents.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. When the following are specified in individual sections, submit them for review:

1. Shop drawings.
2. Samples for selection.
3. Samples for verification.
4. HVAC Test and Balance Reports.

C. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

D. Architect will consult with the Owner prior to rendering a decision or approval.

2.2 PRODUCT DATA

A. Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Standard color charts.
   e. Manufacturer's catalog cuts.
   f. Wiring diagrams showing factory-installed wiring.
   g. Printed performance curves.
   h. Operational range diagrams.
   i. Mill reports.
   j. Standard product operation and maintenance manuals.
   k. Compliance with specified referenced standards.
   l. Testing by recognized testing agency.
   m. Application of testing agency labels and seals.
   n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples. Each item of materials listed shall be marked "as specified" or "unspecified" as the case may be.

5. Number of Copies: Submit one original and three copies. For color charts submit four original color charts. One original and one copy will be returned. Reproduction for distribution to subcontractors, manufacturers, fabricators and suppliers is the responsibility of the Contractor.
   a. Concurrent Submittals to Consultants: Submit one original and three copies to concurrent reviewer and two copies to Architect. In the case of color charts and other non-reproducible information, submit four originals to concurrent reviewer and two original to Architect.
   b. Concurrent Submittals to Owner: Submit one (1) copy.
   c. Copy Owner with any transmittals for Product data sent to Architect or Consultants.

2.3 SHOP DRAWINGS:

A. Shop Drawings:

1. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

2. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Design calculations.
   j. Compliance with specified standards.
   k. Notation of coordination requirements.
   l. Notation of dimensions established by field measurement.
   m. Relationship to adjoining construction clearly indicated.
   n. Seal and signature of professional engineer if specified.
   o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop
4. Number of Copies: Submit one original (Contractor’s option of bond print or correctable translucent reproducible print) and three additional copies. One original and one copy will be returned. Reproduction for distribution to subcontractors, manufacturers, fabricators and suppliers is the responsibility of the Contractor.
   a. Concurrent Submittals: Submit one original and three copies to concurrent reviewer and two copies to Architect.
   b. Concurrent Submittals to Owner: Submit one (1) copy to Owner
   c. Copy Owner with any transmittals for Product data sent to Architect or Consultants.
5. Special Types of Shop Drawings:
   a. Sleeve and Opening Drawings: Comply with requirements set forth in the General Conditions.
      1) Comply with shop drawing requirements for submittal and review as specified in this Section.
   b. Roughing Drawings: Furnish manufacturers certified roughing drawings, indicating accurate locations and sizes of all service utility connections, for machinery and equipment requiring such connections. Submit roughing drawings together with shop drawings for respective machinery and equipment.
6. Mechanical/Electrical Shop Drawing Minimum Requirements: Shop Drawings prepared by mechanical specialty trades shall comply with the following minimum requirements:
   a. The accurate dimensions locate all horizontal ducts from column centerline.
      Locate all offsets, transitions, elbows, fire dampers, registers, grilles and diffusers.
   b. All components shall be located to avoid recessed lighting, piping, conduits, cable trays and other in-plenum assemblies and where required shall be located so as to provide access to the component through removable ceiling material panels or access doors.
   c. Vertical riser ducts shall be located and dimensioned from column centerlines in two (2) directions. Each vertical duct riser shall be shown in its total length when concealed inside of a shaft.
   d. Each horizontal duct run shall be drawn to scale and size (width and depth noted) and an ELEVATION (bottom of duct) be clearly noted. This elevation shall clear all beams in the floor above and the ceiling construction below.
   e. Sheet metal shop drawings shall be made using not less than ¼" scale per foot; increase scale as required in congested areas or as directed by the Contractor.
7. All piping, including fire protection, storm, sanitary, domestic, heating and cooling systems.
   a. Give location of lines from column centerlines, indicate size, indicate centerline ELEVATION of piping and indicate drainage pitch as required.
   b. Where a piping line is indicated locate centerline ELEVATION and pitch at intervals not to exceed twenty (20) feet.
   c. Priority status shall be accorded preparation of dimensioned piping drawings for all piping below slabs-on-grade. Show all line pitches, critical inverts, in-slab fixtures as drains, floor sinks, troughs, cleanouts, etc. and outfall tie-in to site plumbing. Coordinate under slab piping with arrangement(s) of equipment furnished by others where applicable.
8. Electrical Trade:
   a. Plan layouts, not less than ¼" scale, of transformer vaults, main electrical rooms, satellite electrical and/or communications closets, emergency generator spaces showing equipment to scale and locations thereof.
   b. Main feeder distribution routing, horizontal and vertical sweep transitions to scale, of conduit over 1" showing ceiling plenum to scale.
9. Coordination:
   a. Coordination of the work of the several trades and the fitting and routing of the systems within concealed areas to avoid conflicts is the responsibility of the contractor(s). The Architect reserves the right to request coordinated drawings of
congested areas showing all systems in plan and section to appropriate scale to insure the proper fitting of the work. The Contractor shall comply if so requested by the Architect.

b. Provide coordinated drawings of all main mechanical, electrical, communications, and other rooms listed below showing equipment required by all trades including structure, piping, hanger assemblies, HVAC ductwork, conduit, electrical devices, fire alarm devices, control centers, pipe grids, acoustic enclosures, other devices. Drawings dimensioned in both plan and section(s); not less than 3/8”=1'-0” scale.

2.4 COORDINATION DRAWINGS

A. Prepare and submit Coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components. See paragraph 2.3.9 above.

1. Show the interrelationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Refer to Division-15 and Division-16 "General Provisions" Sections for specific Composite Drawing requirements for mechanical and electrical installations.

B. Role of Expediter: Contractor shall be responsible for expediting the preparation of the Coordination Drawings. Actual preparation of the drawings is described below. Contractor shall meet with subcontractors to develop a format for the Coordination Drawings (e.g. CAD, pin-register drafting, conventional drafting on Mylar using multiple pencil colors, etc.) such that reproductions obtained from the final Coordination Drawings can distinguish between the work of the various trades. Contractor shall resolve all conflicts arising in the coordination process.

C. Preparation Responsibility: Preparation of Coordination Drawings is the responsibility of the Contractor and all subcontractors principally involved. Production of the drawings shall proceed as follows:

1. HVAC subcontractor shall initiate the drawings by indicating his work, drawn at a scale of 3/8” per foot, showing dimensions, layouts, elevations and sections, all in relation to building construction (all steel structure, floor / roof slabs, ceilings, beams and columns).
2. Where applicable, the GWB subcontractor shall indicate the layout of all acoustic ceiling construction extent including all hanger devices and locations. AC ceiling construction indicated as well.
3. Fire Protection subcontractor shall then indicate the layout, sizes, dimensions and elevations of his work, using the HVAC subcontractor’s drawings as a base, with dimensions in reference to fixed building construction.
4. Electrical subcontractor shall add his work to the base drawings begun by HVAC and Fire Protection subcontractors. Indicate locations and dimensions of light fixtures and electrical equipment conduit/cable-tray infrastructure, fire alarm equipment with reference to fixed building construction.
5. Plumbing subcontractor shall then add layouts, sizes and elevations of his work to the drawings of the above-mentioned trades, also dimensioned with reference to building structure.

D. Conflicts arising between the work of several trades shall be resolved between the respective trades, with the assistance of the General Contractor as expediter; and the drawings revised. Final Coordination Drawings shall be submitted by the Contractor to the Architect as required for submittals.
2.5 SAMPLES:

A. Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit four sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

2.6 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. An officer shall sign certificates and certifications or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 1 Section
"Coordination."

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

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

K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

L. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."

M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing
agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."

Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.7 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.8 ADMINISTRATIVE SUBMITTALS

A. Contractor’s Construction Schedule: Comply with the General Conditions and other requirements of the Contract Administration Division.

1. If preliminary schedule requires revision after review, submit revised schedule within 5 business days.
2. Submit updated schedule with each Application for Payment.

B. Submittals Schedule: Comply with the General Conditions and other requirements of the Contract Administration Division.

1. Submit updated Submittal Log with each Application for Payment.

C. Application for Payment: Comply with the General Conditions and other requirements of the Contract Administration Division.

D. Schedule of Values: Comply with the General Conditions and other requirements of the Contract Administration Division.

E. Subcontract List: Comply with the General Conditions and other requirements of the Contract Administration Division. Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
   a. Mark up and retain one returned copy as a Project Record Document.
5. Submit one (1) copy of initial subcontractor list to Owner within (10) business days after Owner’s Notice to Proceed. No portion of the work shall be started until the Contractor has furnished the Owner with a list showing the sub-contractor and/or material supplier responsible for the portion of the actual work needing to be started. The list will be updated until the list reflects the complete group of all subcontractors, suppliers, vendors, etc. employed to carry out the work.

F. The contractor shall keep one (1) set of drawings on the project at all times which are to be marked “as-built”. During the course of the project, they shall mark these drawings with colored pencils to reflect any changes as well as dimension, the location of all pipe runs,
conduits, traps, footing depths or any other information not already shown on the drawings or differing there from. All buried utilities outside the building shall be located by a metes and bounds survey performed by a licensed surveyor who shall certify as to its accuracy. These marked-up drawings and surveys shall be made available to the contracting officer, the Construction Manager and the Architect/Engineer at any time during the progress of the work upon their request. These shall include the drawings of principal sub-contractors as well. The Owner’s Project Manager as well as the Architect on a monthly basis as a prerequisite to the review of the contractor’s payment applications will review as-built drawings.

2.9 SUBMITTALS FOR PROJECT CLOSE OUT

A. When the following are specified in individual sections, submit them at project closeout:

1. Project record documents.
2. Operation and maintenance data
3. Warranties.
4. Bonds (if and when required by the Owner).
5. Other types as indicated.

B. Manufacturers’ Instructions, Product Literature, Certificates, and Reports.

1. All instructions, literature, certificates, test reports, other technical data and correspondence shall be submitted in four (4) copies. The Owner shall retain Two (2) copies, and the other two (2) returned to the Contractor.

C. Written Certifications

1. Provide written certifications where required, in the following formats:
   a. Manufacturer’s Written Certifications: Shall be submitted in letter form on the manufacturer’s letterhead, signed by an authorized representative, indicating that all required components and elements of their manufacture are in conformity with the requirements so stated under the individual sections of these Specifications. Technical data, additional support material, or other information may be submitted with the certification letter.
   b. Installer’s Written Certifications: Shall be submitted in letter form on the installer’s company letterhead, signed by a legal authorized company officer, indicating that their respective installation and/or Work are in conformity with the requirements so stated under the individual sections of these Specifications.

D. Submit all of the above items in this Section for the Owner’s benefit during and after project completion.

PART 3 - EXECUTION

3.1 CONTRACTOR’S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect. The Architect / Consultants will not review submittals that do not bear Contractor’s approval stamp and will return them without action.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor’s approval, and statement certifying that submittal has been reviewed, checked,
and approved for compliance with the Contract Documents.

3.2 ARCHITECT’S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. **Final Unrestricted Release**: When submittals are marked “No Exceptions Taken” (NET), that part of the Work covered by the submittal may precede provided it complies with requirements of the Contract Documents; final acceptance will depend upon compliance.

2. **Final-But-Restricted Release**: When submittals are marked “Make Corrections Noted” (MCN), that part of the Work covered by the submittal may precede provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. **Returned for Resubmittal**: When submittal is marked “Amend and Resubmit” (AR), do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
   a. Do not permit submittals marked “Amend and Resubmit” to be used at the Project site, or elsewhere where Work is in progress.

4. **Disapproved for Non-Compliance**: When submittal is marked “Rejected - See Remarks” (R), Architect's explanation for rejection will be included. Do not proceed with the work. Prepare a completely new submission.

5. **Other Action**: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked “Action Not Required”.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

F. **Architect's Review**: Review of shop and setting drawings, roughing drawings, sleeve and opening drawings, product data and samples by Architect will be a general review for conformance with design concept and compliance with information given in contract documents only, and shall not relieve Contractor of responsibility for accuracy of such submissions, nor for proper fitting, construction of work, or for furnishings of materials or work required by the contract and not indicated on submissions. Field dimensions, fabrication details, and job fitting are entirely Contractor's responsibility. Review shall not be construed as approving departures from contract requirements. Any proposed deviations from contract requirements, together with Contractor's explanations thereof, shall be stated in the letter of transmittal. Approval of a specific item shall not indicate approval of an entire assembly of which the item is a component. Should contractor check and certify submissions which indicate changes or deviations from the contract documents, and such changes are found acceptable to Architect, any and all additional costs resulting therefrom, including any cost for changes required to adjacent work or the work of other trades shall be the sole responsibility of Contractor.
RELEASE AGREEMENT – DIGITAL INFORMATION – SAMPLE

Architects and sub-consultants have prepared design documents for the project identified as:

These design documents are instruments of the Architect’s and sub-consultants’ service and they retain all rights to such work. The design documents requested have been issued in hard copy form, which is the basis of a contract with the project Owner.

The undersigned has requested copies of these design documents in digital format.

Architect provides the digital files under the following understandings and conditions:

1. The digital files provided are not the contract documents. The digital files provided may differ from the contract documents and have not been verified against the actual (hard-copy) contract documents.
2. The digital files can deteriorate undetected or be altered without the knowledge of Architect. The use of the digital information is wholly at the risk of the undersigned.
3. Architect is under no obligation to provide any software, hardware, any supplemental files, linked data or operational support required to read and/or manipulate the digital files.
4. Architect is under no obligation to correct, modify, update or to notify the undersigned of the need to correct, modify or update the digital files.
5. The undersigned agrees to indemnify, release and hold Architect and their consultants and the Owner harmless from any responsibility or obligation as to the accuracy or completeness of the digital information and further waives any claim it may have for compensation for additional work, delay costs, losses, consequential damages, and expenses including but not limited to attorney fees resulting from the undersigned relying upon or utilizing the digital information.
6. The digital files are provided for the exclusive use of the undersigned personnel only. The information will not be transferable or transmitted by the undersigned for use by others.
7. The above shall constitute an agreement between Architect and the undersigned for providing a service.
8. This agreement does not constitute a waiver of copyright or transfer of ownership of the said information and documents.

This agreement accepted by: ________________________________

By: ________________________________

Witness: ________________________________ Title: ________________________________

Date: ________________________________

Company: ________________________________

Address: ________________________________

END OF SECTION 013300
SECTION 014000 - QUALITY CONTROL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1. In Divisions 1 through 16 Sections:
   a. The term "Architect" shall be synonymous with the term "Professional".
   b. The terms “Subcontractor”, “Sub-subcontractor”, “Installer”, “Applicator”, “Erector” and similar terms are synonymous with the term “Trade Contractor”.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality-control services.

B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to fabrication and installation procedures.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.

3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

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

1. Testing by the Contractor of installed materials and equipment is specified in the Technical Sections (Divisions 2 through 17) of these Specifications.

F. Testing requirements for real property installed equipment (RPIE) to be furnished by the contractor when such testing is required by code, contract or the manufacturer shall be performed in a pre-approved testing laboratory or in the absence of such by the manufacturer or its authorized representative at its place of business. The contractor shall provide a five (5) days' notice to the University and Architect/Engineer through the Project Manager. The University and the Architect/Engineer shall have the right to witness all tests.

G. The contractor will hire and pay for a qualified testing agency.
1.3 RESPONSIBILITIES

A. **Contractor Responsibilities:** Unless otherwise indicated as the responsibility of another identified entity, Contractor shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and/or required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.

1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are to be done these services will be the Contractor's responsibility. The Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.

B. **Retesting:** The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements. The contractor shall pay for all costs including administrative cost incurred by the University.

2. When the University and/or Architect/Engineer require special or additional inspections, testing or approvals due to Contractor's failure to comply with contract specifications, industry standards, good building practices, any applicable code procedures including but not limited to ASIC, ASTM, etc., whether or not testing is required by the contract documents for any individual component, entire system or process, the Contractor will secure the service of such special or additional inspections, testing or approvals. In the event such special or additional inspections and testing reveal a failure of the work to comply with the terms and conditions of the contract, the contractor shall also bear all costs necessary to repair or replace the work as required by the Architect/Engineer.

C. **Associated Services:** Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:

1. Provide access to the Work.
2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
4. Provide facilities for storage and curing of test samples.
5. Deliver samples to testing laboratories.
6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
7. Provide security and protection of samples and test equipment at the Project Site.

D. **Duties of the Testing Agency:** The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect, the Contractor and the Owner in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify the Architect, the Contractor, and the Owner promptly of
irregularities or deficiencies observed in the Work during performance of its services.

2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.

3. The agency shall not perform any duties of the Contractor.

E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.4 SUBMITTALS

A. Submit a certified written report of each inspection, test, or similar service.

1. Distribute copies of each report to Owner, Architect and Engineer. Distribution of reports shall be made promptly, upon the completion of each test or inspection. A field report will be distributed to the Owner’s Project Manager prior to the Inspector leaving the jobsite on any day during which a test or inspection has been done. A final inspection report will be required from the inspection agency to all parties within five (5) business days following the inspection. Test reports will be required within (5) business days following the actual test date.

2. Submit additional copies of each written report directly to the governing authority, when the authority so directs.

3. Report Data: Refer to specification sections of Divisions 2 through 17 for submittal requirements applicable to inspection and test reports. In general, each report shall include:
   a. Date of issue.
   b. Project title and number.
   c. Name, address, and telephone number of testing agency.
   d. Dates and locations of samples and tests or inspections.
   e. Names of individuals making the inspection or test.
   f. Designation of the Work and test method.
   g. Identification of product and Specification Section.
   h. Complete inspection or test data.
   i. Test results and an interpretation of test results.
   j. Ambient conditions at the time of sample taking and testing.
   k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
   l. Name and signature of laboratory inspector.
   m. Recommendations on retesting.

4. All submittals of inspections and test reports or requests for approval shall be accompanied by a certification signed by the contractor attesting to his/her knowledge of the submittal, acceptance of its findings and acknowledgement that material tested meets the required standards and certify the report’s representation of the facts. Failure to provide the written certification shall be grounds for rejection of the submittal.

1.5 QUALITY ASSURANCE

A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories’ “Recommended Requirements for Independent Laboratory Qualification” and that specialize in the types of inspections and tests to be performed.
1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.
2. Each independent inspection and testing agency engaged on the Project shall be pre-qualified by the Division of Building and Construction of the State of New Jersey to perform the types of tests and inspections required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 REPAIRS AND PROTECTION

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality control service activities, and protect repaired construction.

C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 014000
SECTION 014100 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including general conditions, general conduct of the work and special requirements, supplementary conditions, and other Division 1 specification sections, apply to this section. In the event of any conflicts between the requirements of these sections, the more stringent requirement shall apply.

1.2 SECTION INCLUDES

A. Selection and payment.
B. Contractor submittals.
C. Laboratory responsibilities.
D. Laboratory reports.
E. Limits on testing laboratory authority.
F. Contractor responsibilities.

1.3 RELATED SECTIONS

A. General Conditions: Inspections, testing, and approvals required by public authorities.
B. Individual Specification Sections: Inspections and tests required, and standards for testing.
C. Drawings and general provisions of the Contract, including General Conditions, General Conduct of the Work and Special Requirements, Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section. In the event of any conflicts between the requirements of these sections, the more stringent requirement shall apply.

1.4 REFERENCE STANDARDS

B. ASTM C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
C. ASTM D290 - Recommended Practice for Bituminous Mixing Plant Inspection.
D. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.


1.5 SELECTION AND PAYMENT

A. Contractor shall employ and pay for services of an independent Testing Laboratory, and Balancing Laboratory/Organization, approved by Owner and Architect/Engineer, to perform all specified inspecting and testing.

B. Employment of testing laboratory in NO WAY relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

1.6 QUALITY ASSURANCE


B. Testing Laboratory Qualifications: Shall have been inspected by a nationally recognized inspection agency, acceptable to Owner and Architect/Engineer. Evidence of such inspection and current status shall be provided to Owner and Architect/Engineer. In addition, the approved lab shall document participation in a nationally recognized soils and concrete reference testing program during the twelve (12) months preceding the start of work on this project. Results of reference testing shall indicate an acceptable rating for the laboratory to be considered by the Owner and Architect/Engineer.

C. Laboratory: Authorized to operate in the State in which Project is located.

D. Laboratory Staff: Maintain a full time registered Professional Engineer on staff to review services.

E. Testing Equipment: Shall be calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.7 CONTRACTOR SUBMITTALS

A. PRIOR TO START OF WORK, submit testing laboratory name, address, and telephone number, and names of full time registered Engineer and responsible officer.

B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.8 LABORATORY RESPONSIBILITIES

A. Test samples of required items submitted by Contractor.
B. Provide qualified personnel at site. Cooperate with Architect/Engineer and Contractor in performance of services.

C. Perform specified inspecting, sampling, and testing of Products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Architect/Engineer and Contractor of observed irregularities or non-conformance of Work or Products.

F. Perform additional inspection and tests required by Architect/Engineer.

1.9 LABORATORY REPORTS

A. After each inspection and test within five (5) business days, promptly submit three (3) copies of laboratory report to Owner, Architect/Engineer, and to Contractor. Include:

1. Date issued
2. Project title and number
3. Name of inspector
4. Date and time of sampling or inspection
5. Identification of product and specifications section
6. Location in the Project
7. Type of inspection or test
8. Date of test
9. Results of tests

B. When requested by Architect/Engineer, provide interpretation of test results.

1.10 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory MAY NOT release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory MAY NOT approve or accept any portion of the Work.

C. Laboratory MAY NOT assume any duties of Contractor.

D. Laboratory HAS NO authority to stop the Work.

1.11 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used, which require testing.

B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.

C. Provide incidental labor and facilities:

1. to provide access to Work to be tested,
2. to obtain and handle samples at the site or at source of Products to be tested,
3. to facilitate tests and inspections,
4. to provide storage and curing of test samples.

D. Notify Architect/Engineer, Owner and laboratory 24 hours prior to expected time for operations requiring inspecting and testing services.

PART 2– PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 014100
SECTION 014200- REFERENCE STANDARDS

PART 1 –GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic contract definitions are included in the Conditions of the Contract.

B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.

C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases, unless any item associated with these terms will result in a monetary change order to the project. If the items associated with these terms require a change order the Owner must be notified prior to any action being taken.

D. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, and the Architect's and Owners duties and responsibilities are limited as specified by the Conditions of the Contract.

E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conversations and agreements within the construction industry that control performance of the Work.

F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are
The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.

Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name. However, work resulting from any construction activity performed by a "Trade" must meet all quality standards acceptable to the Architect and Owner.

"Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

"Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

If Requested: If requested by the Owner.

Where: Where or when practicable in the judgment of the Owner.

Satisfactory: Acceptable in the judgment of the Owner.

As Required: As required by the Architect, or as field conditions dictate.

Replace: To remove an existing product or service, and furnish and install an indicated product in its place.

Specifications: The total and complete specifications of this Project as identified by the Architect, and the Architects consultants through the Architect, including referenced standard specifications, the General Specifications and the Technical Specifications as indexed.

System/ Assembly: In the context of this Project, where a 'system' or an 'assembly' as indicated in the Specifications and/or Drawings, it shall consist of the sum of all the relevant parts and/or materials specific to the use of the system or assembly indicated; installed complete, in place, and in working order. All said parts and/or materials required for a complete system indicated, shall be supplied and installed as part of the Base Bid Price for a complete, proper, and fully functional installation, whether specifically detailed or not. All materials for the system or assembly shall be installed completely, all necessary connections to other construction shall be provided. Upon completion of this system or assembly, the sum of all the parts that constitute the make-up of this unit, shall function and/or operate properly according to its intended design.

Mandatory: Means as required by code, any Building Authority, and any and all governing laws. All mandatory requirements for construction shall be included in the Base Bid Price for the Project.

Functional: Items(s) installed that are to operate properly or as intended.
U. Typical: A condition, detail, or other item that is common to an identified system, assembly, or any other construction condition where the essential characteristics are the same.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on the 16-division format and CSI/ICSC’s “MasterFormat” numbering system.

B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows.

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated, as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
   a. The Technical Specifications are of the abbreviated type and include incomplete sentences. Omissions of words or phrases such as “the Contractor shall”; “in conformance with”; “shall be”; “as noted on the Drawings”; “according to the Plans”; “a” “an”; “the”; and “all” are intentional. Omitted words and phrases shall be supplied by inference in the same manner, as they are when a “note” occurs on the Drawings. Works “shall be” “shall have”, and “shall” will be supplied by inference where a colon (:) is used within sentences or phrases.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Section Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
   a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   b. Abbreviated references to trade associations, technical societies, recognized authorities and other institutions are included in the contract documents. Any abbreviation or organization not recognized by the Contractors shall be requested from the Architect for interpretation. Failure to request and receive an interpretation shall not relieve the Contractor from performing and/or supplying materials or workmanship in compliance with specified references to the satisfaction of the Architect or Owner.

C. References: References to known standard specifications shall mean and intend the latest edition of such specifications adopted and published as of the date of the invitation to bid.

D. Divisions: Divisions of the specifications into sections is done for the convenience of reference and is not intended to control the Contractor in dividing the Work among subcontractors or to limit the scope of work performed by any trade under any section.

1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.

C. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books’ "National Trade & Professional Associations of the U.S.," which are available in most libraries.

1.5 GOVERNING REGULATIONS AND AUTHORITIES

A. Copies of Regulations: Obtain copies of the following regulations and retain at the Project site to be available for reference by parties who have a reasonable need:

1. Any and all Federal, State or Local regulations required by the Agency having jurisdiction to be retained or posted at the project site.

1.6 SUBMITTALS

A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 DRAWINGS

A. The Contractor shall provide all quantities, items, articles, materials, operations, or methods listed, mentioned, implied, scheduled, or specified, on the Drawings, including all labor, materials, equipment, and incidentals required for their completion.

B. Intent of the Drawings:
1. As with any plan, the Contractor shall be responsible for verifying all field conditions, whether or not noted in the plans prior to construction. Any discrepancies shall be resolved with the Owner prior to construction. The start of construction will not be delayed due to the Contractors need to verify all field conditions. Verification of items must be scheduled by the Contractor so as not to impede the progress of the work. The Contractor shall be responsible for correcting damage resulting from Contractor’s failure to verify field conditions. Architect/Engineer and Owner liability for accuracy of survey information.

2. The implied intent of the Drawings, includes the overall layout of the Project, inclusive of site structures, site improvements, location of all items required during construction, the extent of construction and the extent of the materials.

3. All such Drawings and Specifications constitute the Project as a whole, and are as a result, directly related to one another. The Drawings and Specifications are not divided into, or are intended to be divided into separate entities according to building trades or local practice. It is the responsibility of the Contractor to disseminate all information represented on the Drawings and Specifications so that all trades and sub-trades will have complete and thorough knowledge of the Project intent. No requests for Change Orders, time extensions, or other considerations will be accepted if the Contractor fails to properly coordinate information to the various trades/sub-trades.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 014200
SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection. Temporary utilities include, but are not limited to, the following:
   1. Temporary water service and distribution.
   2. Temporary electric power and light.
   3. Temporary heat.
   4. Telephone service.
   5. Sanitary facilities, including drinking water.
   6. Storm and sanitary sewer.

B. Support facilities include, but are not limited to, the following:
   1. Field offices and storage sheds.
   2. Temporary roads, paving and truck wash-down station.
   3. Dewatering facilities and drains.
   4. Temporary enclosures.
   5. Hoists.
   6. Temporary project identification signs and bulletin boards.
   7. Waste disposal services.
   8. Rodent and pest control.
   9. Construction aids and miscellaneous services and facilities.
   10. Security and protection facilities include, but are not limited to, the following:

C. Security and protection facilities include, but are not limited to, the following:
   1. Temporary fire protection.
   2. Barricades, warning signs, and lights.
   3. Sidewalk bridge or enclosure fence for the site.
   4. Environmental protection.

D. The Contractor is responsible for all costs associated with the supply, maintenance or usage of temporary utilities and construction related facilities unless indicated otherwise in this Section.

1.3 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of
authorities having jurisdiction including, but not limited to, the following:

1. Building code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, fire department, and rescue squad rules.
5. Environmental protection regulations.


   1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.4 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

C. Provide waste removal services as required to maintain the site in a clean and orderly condition.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. If acceptable to the Owner, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for 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 Contractors responsibility. Cost shall be included in the bid.**

D. Initial temporary service shall be three (3) phase, or single phase. Temporary light and power installations, wiring and miscellaneous electrical hardware must meet the electric code. Electrical characteristics shall be provided to meet all temporary light and power reasonably required as herein and hereinafter specified or as included under the general conditions. The contractor shall pay the cost of running temporary services. **All costs shall be included in the bid.**

1. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic-sheathed cable where overhead and exposed for surveillance.

E. Power outlets shall be fed independently of the temporary lighting system. The extension of service shall include the necessary wiring of sufficient capacity to the location of the well for the operation of the well pump in the event a water well is the source of water supply for the project. Where service of a type other than herein mentioned is required, the contractor requiring it shall pay all costs of such special service.

F. Temporary Lighting: Provide temporary lighting with local switching. **Cost of temporary lighting usage is the contractors' responsibility. Cost shall be included in the bid.**

1. The contractor shall provide double sockets at a maximum of thirty feet (30’) on centers in large areas. One (1) socket shall contain a 150-watt lamp and the other socket shall be a grounding type to accept a receptacle plug for small, single-phase loads to be used for short periods of time.

2. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.

G. The contractor shall observe the requirements of the Federal Occupational Safety and Health Act (OSHA) of 1970 with regard to temporary light and power.

H. Temporary Heat: Provide temporary heat required by construction activities. Select safe equipment that will not have a harmful effect. **Any cost associated with the supply, maintenance and usage of temporary heat will be the responsibility of the contractor. Cost of temporary heat shall be included in the bid.**

I. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
J. Should electricians be required to supervise and maintain equipment required for the provision of heat, the payment for the services of the supervisors and/or maintenance personnel shall be the responsibility of the Contractor. The contractor shall pay the cost of all fuel consumed in the operation of the generating unit for supplying temporary heat.

K. All heating equipment shall be NFPA approved. Heaters shall be approved by a recognized testing laboratory and must be equipped with a positive shut-off safety valve. Notwithstanding the above, all temporary heating equipment will comply with all Federal and State laws and regulations.

L. Temporary Telephones: Contractor shall utilize their own cell phones for service.

M. The contractor may utilize the Owner’s sanitary/wash facilities, drinking water, etc. if these amenities are available. The contractor shall only use these facilities with Owner’s permission. The contractor will be responsible to reimburse the Owner for all Owner provided utilities use by the Contractor. Further, should the contractor elect to utilize Owner provided utilities the contractor will be responsible to repair all damage and replace all damaged items before the project will be considered substantially completed. The Owner will not be required to make final payment to the contractor until such damage is repair or replaced to its original or better than original condition.

3.3 SUPPORT FACILITIES INSTALLATION

A. Temporary storage sheds are not permitted on the Owner’s property.

B. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

1. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

C. Temporary Lifts and Hoists: Contractor may utilize the existing elevator for bringing materials to the area of work and disposing materials to the area of work provided that:

1. The Contractor provides temporary protection materials, padding, etc. for the elevator cab.
2. The Contractor observes the weight capacity of the existing elevator cab.
3. The Contractor is only permitted to use the existing elevator from the hours of 9:00 p.m. to 6:00 a.m. Monday through Friday.
4. The Contractor notify the Owner of the elevator use three (3) business days prior to use.

D. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.

1. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

E. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather
or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, 
dangerous, or unsanitary waste materials separately from other waste by containerizing 
properly. Dispose of material lawfully.

1. Provide containers with lids. Dispose of waste off-site periodically.

F. Individual Project circumstances may require use of other construction aids and miscellaneous 
facilities, such as walkways, 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

A. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of the 
types needed to protect against reasonably predictable and controllable fire losses. Comply 
with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for 
Safeguarding Construction, Alterations, and Demolition Operations."

1. Locate fire extinguishers where convenient and effective for their intended purpose, but 
not less than one extinguisher on each floor at or near each usable 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 
errection 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. Re-
strict use of noise-making tools and equipment to hours that will minimize complaints from 
per- sons 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. $1000.00 per day for the first thirty (30) days beyond substantial completion.
2. **$1000.00 per day for each day beyond the thirty (30) days beyond substantial completion.**

C. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List items below that are incomplete in request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
   a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
   b. If 100 percent completion cannot be shown, include a list of incomplete items (a project punch list), the value of incomplete construction, reasons the Work is not complete, and a timeline during which the work must be completed.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel.
9. Disconnect and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. When mechanical, electrical or other equipment is installed, it shall be the responsibility of the contractor to maintain, warrant and operate it for such period of time as required by the contract documents or as necessary for the proper inspecting and testing of the equipment for adequately instructing the University's operating personnel. All costs associated with the maintenance, warranty, operations, inspection and testing of equipment in addition to instructing University personnel shall be borne by the contractor. All tests shall be conducted in the presence of and upon timely notice to the contracting officer, Project Manager and Architect/Engineer prior to acceptance of the equipment.
11. Owner's warranties will start at Final Acceptance of the Project.

D. Pre-final Inspection:

1. When the Contractor has completed all work and is satisfied the Project is in compliance with the Contract Documents, it will notify the Owner and Architect, in writing, that the Project is complete and ready for inspection. The Owner and Architect will arrange for and conduct an inspection of the Project by the Owner, Architect, Engineers and the Contractor. The Owner will be provided with a reasonable time to arrange for and conduct an inspection.
2. The Owner and Architect will document any deficiencies on a written punch list and will arrange a meeting with the Contractor to review the punch list, explain deficient items and designate a time frame in which the punch list must be completed. The Contractor will correct all the deficiencies within the designated time frame and notify the Owner in
writing, when the Project is ready for re-inspection. The Owner will arrange and conduct the re-inspection of the Project to review the corrected items.

3. The formal list of deficiencies found shall not be considered a final list of all deficient items. Any deficiencies found during instructions to the Owner, inspection for Substantial Completion, beneficial occupancy, or inspection for final acceptance, the Contractor will correct all deficient items per the contract documents prior to final acceptance.

E. Substantial Completion:

1. Upon completion of deficient items and instruction to the Owner, the Contractor will arrange for an inspection of the Project with the Owner and the Architect. This inspection may result in a list of additional items to complete after occupancy, but before final payment and/or may require additional correction prior to occupancy by the Owner.

2. Upon formal notice from the Owner, the Contractor shall then arrange for the submission of all outstanding record documents, including: maintenance manuals, guarantees, warranties, maintenance contracts, and any additional instructions necessary for the operation of the project. The Contractor shall acquaint the Owner with acceptance tests, guarantees, warranties, and maintenance manuals. The Contractor shall also obtain a 'Certificate of Occupancy' or similar releases required to permit the Owner's occupancy of the Project.

3. Should the instruction period find deficiencies, the Owner will notify the Contractor in writing of deficient items.

4. If the inspection confirms that the Project is 'substantially complete' and is 'ready for occupancy', the Owner through the Architect/Engineer will issue a "Certificate of Substantial Completion". The Certificate will confirm that the Project can be occupied for its intended use. Attached to the Certificate will be any final punch list to be completed. Prior to issuance of the Certificate, the Contractor shall submit a schedule for completion of remaining deficiencies, approved or amended by the Owner.

5. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
   a. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
   b. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 BENEFICIAL OCCUPANCY

A. Upon issuance of the 'Certificate of Substantial Completion', the Owner may then occupy the Project (or the designated area of the Project).

1.5 FINAL ACCEPTANCE

A. Final Inspection: Upon completion of any remaining deficiencies the Contractor shall notify the Owner in writing, that the Project is complete and ready for final inspection. The Contractor shall arrange for and conduct the final inspection of the Project with the Owner.

B. Final Acceptance: If the final inspection indicates satisfactory completion of the Work, the Owner through the Architect/Engineer will issue a Change Order adjusting to the final quantities. Following acceptance of the final Change Order, receipt of required affidavits, final release of liens, consent of surety for final payment along with all other documentation
required by the contractor documents, the Owner through the Architect will authorize a final Certificate for Payment.

1. Mandatory or Final Completion: Final Completion shall be accomplished and the full project, and all designated portions thereof, completed and ready for use without any further work required within the time frame identified for each phase of work from the date of issuance and as listed on the Certificate of Substantial Completion by the Architect.

2. The guarantee period for all materials, equipment and workmanship shall start on the date of ‘Final Acceptance’ unless otherwise noted on the Certificate.

C. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit a final liquidated damages settlement statement.
7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

D. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner.

1. Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, re-inspection will be repeated.
3. Should the Project require inspections beyond the inspections noted above, i.e. a pre-final and a final inspection only the Owner will reduce from the Contractor’s final payment those monies necessary to provide for the cost of the additional inspections. The reduction shall not be considered as a part of any “Liquidated Damages” for failure to complete within the specified Contract Time. The reduction shall not be considered as a penalty to the Contractor; but shall be for the actual cost of monies required for the reimbursement of fees for the Architect, Engineers, Owner and any other specialists necessary for obtaining final approval of the Work.

1.6 EXCESSIVE DEFICIENCIES

A. During any inspection for Project completion, if it is determined by the Owner, that the Contractor has not sufficiently completed the Work in compliance with the Contract Documents, the Owner may declare that the Project is not sufficiently complete to continue the inspection of the Work. Within three (3) working days of this declaration, the Owner will
issue in writing, a list of excessive deficiencies found. Upon receipt of the Owners notice of excessive deficiencies the Contractor will have ten (10) working days to remove such deficiencies. If such deficiencies have not been corrected in the time frame herein specified the Owner can at its' option complete the Work. Any costs incurred by the Owner as a result of its' assuming the responsibilities of the Contractor in this regard will be deducted from any monies remaining to be paid to the Contractor. Should the costs associated with the Owner having to assume responsibility for the work to correct excessive deficiencies exceed the amount of funds remaining to be paid the Contractor shall be liable to the Owner for the difference.

1.7 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.

1. All of the record documentation listed herein shall be provided by the Contractor in hard copy and digitally. Digital copies shall be provided by the Contractor in PDF format, and issued to the Owner via CD. Hard copy shall be provided by the Contractor in an 8-1/2” x 11” binder.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
3. Note related change-order numbers where applicable.
4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
3. Note related record drawing information and Product Data.
4. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.

3. Upon completion of markup, submit complete set of record Product Data to the Architect for the Owner's records.

E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Architect and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.

F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Architect for the Owner's records.

G. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions.
2. Spare parts list.
4. Wiring diagrams.
5. Recommended "turn-around" cycles.
6. Inspection procedures.
7. Shop Drawings and Product Data.
8. Fixture lamping schedule.

H. Roughing Drawings and Operating Manuals: Plumbing, HVAC, electrical and other machinery and mechanical equipment items requiring utility service connections shall have their respective shop drawings accompanied by manufacturer's certified roughing drawings indicating accurate locations and sizes of all service utility connections.

I. Sleeve and Opening Drawings: Prior to installing service utilities or other piping, etc. through structural elements of the building, the contractor shall prepare and submit accurate dimensioned drawings to the Construction Manager for approval of the Architect and/or Structural Engineer for approval indicating the positions and sizes of all sleeves and openings required to accommodate his/her work and installation of his/her piping, equipment, etc. and all with reference to the established dimensional grid of the building. Such drawings must be submitted in sufficient time to allow proper coordination with reinforcing steel shop drawings and proper placing in the field.

J. Control Valve and Circuit Location Charts and Diagrams: The contractor shall prepare a complete set of inked or typewritten control valve and circuit location diagrams, charts, diagrams and lists under frame glass in appropriate designed equipment rooms as directed. The contractor shall also furnish one-line diagrams as well as such color-coding of piping and wiring and identifying charges as specified or required. This information is to be framed under glass and installed where directed. The Contractor shall also provide the University a
second complete set of the control valve and circuit location diagrams, charts, diagrams and lists not under glass.

K. Warranties:

1. For equipment or component parts of equipment put into service during construction with Owner’s permission, submit documents within the (10) days after completion of the applicable item of work. Leave the date of beginning of time of warranty until the Date of Final Acceptance of the building and prior to receipt of final payment.

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

3. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, submit within (10) days after written acceptance, listing the date of acceptance as the beginning of the warranty period. Final payment will not be approved until the Owner has received all warranties.

4. Warranty periods for all items installed as part of the Work under this Contract will start at ‘Final Acceptance’ of the entire scope of Work on the Project.

5. Co-execute submittals when required.

6. Warranty Manual: Bind all warranties and bonds in a commercial type 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.

7. A certificate of Asbestos shall certify that no asbestos or asbestos-containing products are or have been installed as part of this project.

1.8 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Startup.
2. Shutdown.
3. Emergency operations.
5. Safety procedures.
7. Effective energy utilization.

C. Allow a minimum of three (3) hours training for all of the Owners personnel who will be involved with the maintenance or operation for each piece of equipment or system that requires any type of maintenance or operation.

D. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit completed documents within ten (10) days after written acceptance and prior to receipt of final payment.

E. The contractor shall submit the as-built documents to the Owner’s Project Manager for review by the Architect/Engineer whether altered or not with a certification as to the accuracy of the information thereon at the time of contract completion and before final payment will be made to the contractor. After acceptance by the Architect/Engineer, the contractor will furnish two (2) sets of all shop and/or erection drawings used for as-built documentation.

1. All as-built drawings as submitted by the contractor shall be labeled "as-built" and dated above the title block. This information shall be checked, edited and certified by the Architect/Engineer who shall then transpose such information from the contractor's as-built drawings to the original tracings and certify that such tracing reflect "as-built" status and deliver said tracings to the University. Where shop drawings have been used by the contractor for as-built documentation the tracing provided shall include cross-reference information, which shall be included in the set of as-built drawings furnished to the University. The Contractor shall be responsible for and shall pay for the cost of erasable transparencies for its as-built drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 Section “Construction Facilities and Temporary Controls.”

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
a. Remove labels that are not permanent labels.

b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are vision-detracting materials. Replace chipped or broken glass and other damaged transparent materials.
   1) removal of putty stains from glass and mirrors; wash and polish inside and outside;

c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean and dust free. Vacuum carpeted surfaces.
   1) removal of spots, paint and soil from resilient, glaze and unglazed masonry and ceramic flooring and wall work;

d. Vacuum as required and advisable and wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps to a mark free condition.

e. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, mud, stones and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
   1) restoration of all landscaping, roadway and walkways to pre-existing condition; damage to trees and plantings shall be repaired in the next planting season and such shall be guaranteed for one (1) year from date of repair and/or replanting;

f. removal of marks, undesirable stains, fingerprints, other soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile and equipment surfaces;

g. removal of temporary floor protections; clean, wash or otherwise treat and/or polish all finished floors as directed;

h. clean exterior and interior metal surfaces, including doors and window frames and hardware, of oil stains, dust, dirt, paint and the like; polish where applicable and leave without fingerprints or blemishes;

i. removal of all pollutants of any kind or nature deposited or remaining upon the site or upon the University's property as a result of the construction work on this project;

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests.

D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

   1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 017700
SECTION 017820 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Maintenance manuals for the care and maintenance of products, materials, and finishes systems and equipment.

B. Related Sections include the following:

1. Division 1 Section "Summary" for coordinating operation and maintenance manuals covering the Work of multiple contracts.
2. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
3. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
4. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
5. Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Initial Submittal: Submit two (2) draft copies of each manual at least fifteen (15) calendar days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Owner will return one copy of draft and mark whether general scope and content of manual are acceptable.

1. In lieu of hard copies, Contractor may submit digital copies in PDF format.
B. Final Submittal: Submit two copies of each manual in final form at least fifteen (15) calendar days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Submit four (4) sets prior to final inspection, bound in 8 1/2” X 11” binders with durable plastic covers, acceptable to the Owner.
2. In addition, Contractor shall submit digital copy in PDF format.
3. Submit final volumes revised, to the authorized representative of the Owner as required in these Contract Documents.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
2. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets. These manuals shall include a complete description of all systems and equipment, diagrams indicating connectors, oiling requirements, types of lubricants to be used and method of operating equipment. Included within the manuals shall be a list of names, addresses and telephone numbers of subcontractors involved in the installation and firms capable of performing services for each mechanical item.
3. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual. Internally subdivide the binders contents with permanent page dividers, logically organized as described below and with tab titling clearly printed under reinforced laminated plastic tabs.
   a. PART 1: Directory, listing names, addresses, contact persons and telephone numbers of Architects, Engineers, Contractors, Subcontractors and suppliers.
   b. PART 2: Maintenance instructions subdivided by MasterSpec Format Sections as listed within these Contract Documents. For each Section identify names, addresses, contact persons and telephone numbers of Subcontractors and suppliers. Identify the following (in addition to the items listed in "G" above):
      1) Significant design criteria
      2) List of equipment.
      3) Parts list for each component.
      4) Maintenance instructions for equipment and systems.
      5) Maintenance instructions for special finishes, including recommended cleaning
methods and materials and special precautions identifying detrimental agents.

4. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.

5. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.

6. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   5. Power failure.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions.
   2. Performance and design criteria if Contractor is delegated design responsibility.
   3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard printed maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training videotape, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of
required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts, Extra Materials and Maintenance Materials

1. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections. If there are no quantities specified then provide a minimum of five percent (5%) of:
   a. all interior finish materials (attic stock).
   b. the number of lamps and ballast needed for every light fixture.
   c. the total number of automatic light sensors
   d. the total number of each filter type required for each Mechanical Unit requiring filters.
2. Provide 100% of all spare parts necessary to operate and maintain all equipment and building systems within the design parameters and/or as recommended by the manufacturer or supplier.
3. Deliver to Project Manager and obtain receipt prior to final payment.
4. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Special Tools

1. Provide any "special tools" (one of each type) if required as part of the operation and maintenance of any of the systems herein specified. "Special tools" are devices that are considered unique to a specified system and necessary for maintenance and operation of that system, and not normally part of the maintenance department inventory.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

G. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017820
SECTION 018200 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.
3. Demonstration and training videotapes.

B. Related Sections include the following, as applicable to this project:

1. Division 1 Section "Allowances" for administrative and procedural requirements for demonstration and training allowances.
2. Division 1 Section "Project Management and Coordination" for requirements for pre-instruction conferences.
3. Divisions 2 through 16 Sections for specific requirements for demonstration and training for products in those Sections.

C. Allowances: Furnish demonstration and training instruction time under the Demonstration and Training Allowance as specified in Division 1 Section "Allowances."

D. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up.

1.3 SUBMITTALS

A. Instruction Program: Submit two (2) copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. At completion of training, submit two (2) complete training manual(s) for Owner's use.

B. Qualification Data: For instructors.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Evaluations: For each participant and for each training module, submit results and
E. Demonstration and Training Videotapes: Submit two (2) copies within seven (7) days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:
   a. Name of Project.
   b. Name and address of photographer.
   c. Name of Architect.
   d. Name of Contractor.
   e. Date videotape was recorded.
   f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding videotape. Include name of Project and date of videotape on each page.

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Control Requirements," experienced in operation and maintenance procedures and training.

C. Photographer Qualifications: A professional photographer who is experienced photographing construction projects.

D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:

   1. Inspect and discuss locations and other facilities required for instruction.
   2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
   3. Review required content of instruction.
   4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data
PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:

1. Motorized doors, including overhead coiling doors, overhead coiling grilles, and automatic entrance doors.
2. Equipment, including stage equipment, projection screens, loading dock equipment, waste compactors, food-service equipment, residential appliances and laboratory fume hoods, etc.
3. Fire-protection systems, including fire alarm, fire pumps and fire-extinguishing systems.
4. Intrusion detection systems.
5. Conveying systems, including elevators, wheelchair lifts, escalators and cranes.
6. Medical equipment, including medical gas equipment and piping.
7. Laboratory equipment, including laboratory air and vacuum equipment and piping.
8. Heat generation, including boilers, feed water equipment, pumps, steam distribution piping, and water distribution piping.
9. Refrigeration systems, including chillers, cooling towers, condensers, pumps and distribution piping.
10. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices.
11. HVAC instrumentation and controls.
12. Electrical service and distribution, including transformers, switchboards, panel boards, uninterruptible power supplies and motor controls.
13. Packaged engine generators, including transfer switches.
14. Lighting equipment and controls.
15. Communication systems, including intercommunication, surveillance, clocks and programming, voice and data and television equipment.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.
2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Operations manuals.
   c. Maintenance manuals.
   d. Project Record Documents.
   e. Identification systems.
f. Warranties and bonds.
g. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.
   j. Operating procedures for system, subsystem, or equipment failure.
   k. Seasonal and weekend operating instructions.
   l. Required sequences for electric or electronic systems.
   m. Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.

7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.

8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

   A. Assemble educational materials necessary for instruction, including documentation and training
module. Assemble training modules into a combined training manual.

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner with at least seven (7) calendar days' advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral and a demonstration performance-based test.

E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEOTAPES

A. General: Engage a qualified commercial photographer to record demonstration and training videotapes. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.

1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Videotape Format: Provide high-quality VHS color videotape in full-size cassettes.

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

D. Narration: Describe scenes on videotape by dubbing audio narration off-site after videotape is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.

E. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

END OF SECTION 018200
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

Section I Instructions to Bidders dated Pages 1 through 7
Section II General Conditions dated Pages 1 through 79 - Separate Document
Section III Construction Contract dated Pages 1 through 10
Allowance Authorization Form dated October 2010 Page 1
Allowance Charge Request Form dated September 2010 Page 1
Request for Information Form --- Page 1
Change Order Request Form --- Page 1
Change Order Form --- Page 1
Hourly Labor Rate Breakdown Form --- Page 1
Daily Job Report Form --- Page 1
Application and Certificate for Payment Form (AIA G702) --- Page 1
Attachment to G702 Certification --- Pages 1 through 2
For Payment Contractor’s Partial or Final Release --- Page 1
And Waiver of Liens Rowan Tax Exempt Letter --- Page 1
Consent of Surety Company to Final Payment (AIA G707) --- Page 1

DIVISION 01 GENERAL REQUIREMENTS DATED July 25, 2017

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

TECHNICAL SPECIFICATIONS