

PROJECT MANUAL

OLD TRAILSIDE MUSEUM

SANITARY LIFT STATION

452 New Providence Road
Mountainside, New Jersey

for

UNION COUNTY IMPROVEMENT AUTHORITY

10 ELIZABETHTOWN PLAZA 5th FLOOR
ELIZABETH, NEW JERSEY 07207

PENNONI ASSOCIATES INC.
1085 RAYMOND BOULEVARD, SUITE 2102
NEWARK, NEW JERSEY

REQUEST FOR BIDS
DECEMBER 16TH, 2025

(N) = New Section (R) = Revised Section (D) = Deleted Section

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UNION COUNTY IMPROVEMENT AUTHORITY

REQUEST FOR BIDS

FOR

**Old Trailside Museum Sanitary
Lift Station**

ISSUED BY:

**Union County Improvement Authority
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207**

Bid Submission Date:

Tuesday the 16th of December 2025

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UNION COUNTY IMPROVEMENT AUTHORITY NOTICE TO BIDDERS -- The Union County Improvement Authority (UCIA) is soliciting bids for the Old Trailside Museum Sanitary Lift Station project, located at 452 New Providence Road, Mountainside New Jersey. Sealed bids will be received by the UCIA at its Administrative Offices located at 10 Elizabethtown Plaza, 5th Floor, Elizabeth, New Jersey 07202 on or before **Tuesday, December 16th at 10:30 AM** prevailing time, at which time the bids will be publicly opened and read aloud.

The bid plans and specifications, drawings, and other related documents for this work ("Bid Documents") may be obtained electronically on or after **Tuesday, November 11th, 2025** by completing the request form on the Union County Improvement Authority web site at:

<https://ucimprovementauthority.org>

Questions regarding the bid shall be directed in writing to Bibi Taylor of Union County Improvement Authority, Timothy Hennessy of RSC Architects and Stephen Hoyt of Pennoni Associates via email at btaylorUCIA@ucnj.org, bidding@rscarchitects.com and SHoyt@Pennoni.com. Written questions must be sent by **Tuesday, December 2nd, 2025 at 5:00 PM**. Any addendum may be obtained electronically on or after **Friday, December 5th, 2025 on the Union County Improvement Authority web site at: <https://ucimprovementauthority.org>**. It is the responsibility of the bidder to obtain the addendum.

A **pre-bid meeting** will be held on **Tuesday, November 18th at 10:30 AM** at the Old Trailside Museum, located at 452 New Providence Road, Mountainside, New Jersey. A site tour will be conducted immediately following the pre-bid meeting. Attendance at the prebid meeting is not mandatory. However it is strongly encouraged that the bidder attend the prebid meeting, either personally or through a representative identifying themselves as such.

Bids must be accompanied by a certified check, cashier's check or bond of a surety authorized to do business in New Jersey in the amount of ten percent (10%) of the total bid amount, but not exceeding \$20,000, and must be accompanied by a consent of surety stating that surety will provide the bonds required by the Bid Documents, if bidder is awarded a contract.

Bidders shall submit an **original and two copies** of their bid in a sealed envelope, clearly marked on the outside with the words "Old Trailside Museum Sanitary Lift Station," and with bidder's name, address, telephone & fax numbers, and date of bid opening. Bids must be delivered to Dr. Bibi Taylor, Executive Director of the UCIA, 10 Elizabethtown Plaza, 5th Floor, Elizabeth, New Jersey 07207, prior to the stated time of bid opening. Late bids will be returned, unopened, to the bidder. The UCIA will not be responsible for late delivery; bidders shall assume full responsibility for timely delivery of their bids.

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

The award or rejection of a contract for the project shall be made within sixty (60) days of the bid opening date, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. The UCIA reserves the right to (i) reject any Bid in accordance with N.J.S.A. 40A:11-13.2 and any Bidder that is deemed not responsible in accordance with the law; technical errors in accordance with law,

Union County Improvement Authority
10 Elizabethtown Plaza, 5th Floor
Elizabeth, New Jersey 07207

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ARTICLE 1
INSTRUCTIONS TO BIDDER

1.01 INVITATION TO BID

- A. Sealed bids will be received by the Union County Improvement Authority (UCIA) at its Administrative Offices located at 10 Elizabethtown Plaza, 5th Floor, Elizabeth, New Jersey 07207 at the time and place stated in the Notice to Bidders and shall be publicly opened and read aloud for:

OLD TRAILSIDE MUSEUM SANITARY LIFT STATION

1.02 PREPARATION OF BIDS

- A. Bids shall be submitted to the UCIA. Bids shall be submitted only on UCIA bid forms or a true copy thereof. Bids must be submitted in **triplicate (original and two copies)** in an envelope and shall be sealed and plainly marked on the outside to show bidder's name and address, telephone & fax numbers, bid due date, and the name of the bid: "Old Trailside Museum Sanitary Lift Station."
- B. Any bid not prepared and submitted in accordance with the provisions described herein may be considered informal by the UCIA, who reserves the right to waive any informalities in the bid or reject all bids. Any bid received after the time and date specified will not be considered. No bidder shall withdraw a bid within sixty (60) days after the date of the bid opening, except due to mistake pursuant to N.J.S.A. 40A:11- 23.3.
- C. Before submitting its bid, the bidder shall be familiar with the Bid Documents that will form part of the contract and shall have visited the site of the project to confirm for itself the character and amount of work involved. Bidder shall confirm also that it can secure the necessary labor and equipment and that the materials it proposes to use will comply with the requirements of the contract and can be obtained by bidder in the quantities and at the time required.
- D. Where unit prices are required, bidder shall fill in applicable unit prices. Unit prices shall prevail over extended totals, in the event of a discrepancy between them. All unit prices, whether filled in by the bidder or established by the Bid Documents shall become part of the contract. No bid will be considered or award made unless applicable unit prices, as required, are filled in.
- E. Should the bidder discover discrepancies in this Request for Bids, such discrepancies shall immediately be brought to the attention of the UCIA, and the discrepancies

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corrected by written agreement before proceeding further. The correction will be issued by addendum.

- F. Any interpretation or instruction regarding the Bid Documents will be in the form of an addendum to the Bid Documents, and will be furnished to all prospective bidders. Oral explanation or instruction will not be binding. Addenda are amendments to the Bid Documents and shall be considered in preparing bids. Addenda take precedence over all earlier documents and over each other according to the latest date.
- G. Failure of any bidder to receive an addendum shall not relieve such bidder from the obligation imposed by such addendum. Bidders should keep themselves currently acquainted with the Bid Documents during the bidding period and make inquiry on their own initiative as to issuance of any addenda. Receipt of all addenda shall be acknowledged on the Acknowledgement of Receipt of Addenda form provided at page B-15.

1.03 GENERAL INFORMATION

- A. Questions regarding the bid shall be directed in writing to Bibi Taylor of Union County Improvement Authority, Stephen Hoyt of Pennoni Associates and Tim Hennessy of RSC Architects via email at btaylorUCIA@ucnj.org , SHoyt@Pennoni.com and bidding@rscarchitects.com . Written questions must be sent by **Tuesday, December 9th at 5:00 PM.**
- B. Any bidder who has found to have prior negative experience, as defined in N.J.S.A 40A:11-4(b). The UCIA reserves the right to exercise this option as it deems proper and/or necessary and in its best interest.
- C. The UCIA is exempt from all taxes including federal excise tax, transportation taxes, state excise, sales tax and local taxes. Contractor is required to familiarize itself with all governing tax laws.
- D. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.
- E. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or the drawings and specifications, the UCIA's decision shall be final and conclusive.
- F. The UCIA may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, which includes investigation of any and all subcontractors listed with the bid. The bidder shall furnish any information and data

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for this purpose as may be reasonably requested by the UCIA. The successful bidder may be subject to a criminal background check in accordance with applicable law.

1.04 DELIVERY OF BIDS

- A. Bids shall be delivered to Dr. Bibi Taylor, Executive Director, Union County Improvement Authority, 10 Elizabethtown Plaza, 5th Floor, Elizabeth, New Jersey, no later than the time and date indicated in the Notice to Bidders in a sealed envelope. Bids that arrive after the specified date and time shall be returned to the bidder unopened.
- B. The UCIA shall not be responsible for late postal or overnight delivery, nor shall postmark dates or overnight dates be considered in honoring the bids. The UCIA shall not be responsible for hand delivered bids arriving late or at the wrong location. Unsealed, faxed or e-mailed bids will not be accepted. The UCIA shall not be responsible for, nor be required to, grant relief from non-delivery of bids forwarded by mail or third-party messenger/delivery services.

1.05 BID FORMS

- A. Attention is directed to the fact that this Request for Bids includes a complete set of bid forms.
- B. All bids shall be typewritten or printed in ink on the bid forms furnished by the UCIA. All bids must be signed by the officials of the corporation or company duly authorized to sign bid proposals, and all corrections or erasures shall be initialed by the person signing the proposal or by his/her authorized representative.
- C. In the event there is a discrepancy between the unit price bid and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.
- D. All alternates MUST be bid upon. Any bidder's failure to do so will be deemed a material, non-waivable defect and shall render the bid nonresponsive. The bidder shall clearly designate whether the change in price is an addition or subtraction, by using either as "+" sign or the word "addition," or in the alternative, a "-" sign or the word, "minus." If there is no other change in price, the bidder shall insert, "NC" or "No Charge."

1.06 BID SECURITY

- A. Bids must be accompanied by a Certified Check, a Cashier's Check or Bid Bond payable to the order of the UCIA, in the sum of not less than ten (10%) percent of the total amount of the bid, to a maximum of \$20,000.

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- B. All bid deposits shall be returned in accordance with the timeframes provided in N.J.S.A. 40A:11-24, except for the successful bidder(s) whose bid security shall be returned after execution of a formal contract and delivery of the performance bond/labor and material bond and certificates of insurance.
- C. Should the successful bidder fail to enter into a contract after acceptance of the bid by the UCIA, the check or security deposited by such bidder shall, at the option of the UCIA, be retained as liquidated damages, or if a bid bond has been supplied, principal and surety shall be liable to UCIA in the amount of the bid bond.

1.07 CERTIFICATION OF SURETY

- A. All bids shall be accompanied by a consent of surety from a surety company authorized to transact business in the State of New Jersey, stating that the surety will provide a bond in the sum equal to the full amount of the contract price if the contract is awarded to the bidder, conditioned on the faithful performance of the contract in strict accordance with the contract documents, and for the payment of labor, materials and all other indebtedness that may accrue on account of the work. Failure to submit a consent of surety with the bid will result in automatic rejection.

1.08 NON-COLLUSION AFFIDAVIT

- A. The Non-Collusion Affidavit at page B-14 must be filled in completely and sworn to before a Notary Public and provided with the bid. Failure to do so will result in rejection of the bid.
 - 1. Bidder certifies that, to the best of its knowledge, no UCIA official or employee has a vested interest, financial or otherwise, in the bid and if awarded a contract, will have no vested interest, financial or otherwise, in the contract. Bidder or contractor, as the case may be, agrees to comply in all respects with the Public Official and Employee Ethics Act. Bidder or Contractor will inform the UCIA in writing immediately if any potential conflict of interest arises during the course of bidding or during the performance of any contract entered into with the UCIA. Conflict of interest may constitute grounds for disqualification of bidder or termination of any contract following notification by the UCIA to bidder or contractor if same is not corrected by bidder or contractor within the time period established by the UCIA in such notice.

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1.09 OWNERSHIP DISCLOSURE STATEMENT

- A. The Ownership Disclosure Statement at page B-10 shall be completed and sworn to before a Notary Public and submitted with the bid. Failure to do so will result in rejection of the bid.

1.10 PERFORMANCE/PAYMENT BOND

- A. Simultaneously with delivery of the executed contract, the successful bidder shall be required to furnish the UCIA with an executed Performance/Payment Bond (in the sum of one hundred percent (100%) of the Contract amount) from a surety company authorized to do business in the State of New Jersey. The Bond shall be in a form that is satisfactory to the UCIA, and be conditioned for the faithful performance of the contract and for the prompt payment of all materials and labor supplied or performed in the prosecution of the work. It shall be a condition of the bond that labor and material providers furnishing labor and materials in, and for, the prosecution of the work, shall have the right, according to law, to sue in an action of assumpsit, in the name of the obligee, for their use upon said bond, for such sum or sums as may be justly due. A form of Performance/Payment bond acceptable to the UCIA is provided at page B-8. If bidder's surety uses a different form, it must be substantially similar to the form provided at B-8.

1.11 POWER OF ATTORNEY

- A. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

1.12 ACCEPTANCE/REJECTION OF BIDS

- A. The UCIA reserves the right to accept or reject any or all items covered in the bid request, or any portion(s) thereof, waive formalities, reject all bids, re-advertise and/or take such other steps decreed necessary and in accordance with all applicable law. Where two or more bidders are tied and all other relevant factors being equal, the UCIA reserves the right to make the award to one of the bidders.
- B. Except as provided in Section 1.13 hereof, the bid is irrevocable by the bidder or the bidder's representatives. The bid, and any award made to the bidder by the UCIA, shall bind the bidder and the bidder's heirs, executors, administrators, successors or assigns.

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- C. Any award of a contract shall be made to the lowest responsible and responsive bidder based on the total lump sum base bid price plus allowances and alternate(s) as selected by the UCIA.
- D. The award of a contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids, unless written extensions are requested by the UCIA and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made will be notified by receipt of the contract or a written "Notice to Proceed" from the UCIA (or its representative).

1.13 WITHDRAWAL OF BIDS

- A. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the UCIA prior to the specified time of the bid opening. Should a bidder request withdrawal of their bid after the bid opening date and time, the owner has the right to deny said request and require the lowest bidder to perform the work for the price provided in the bid, at the owner's discretion.
- B. Should the bidder refuse to perform the work for the price provided, it will forfeit its bid security and will be held liable for the difference between its low bid and the next highest/responsive bidder.
- C. A bidder may request withdrawal of its bid due to mistake pursuant to N.J.S.A. 40A:11-23.3.

1.14 INDEMNIFICATION

- A. The successful bidder shall be bound by the provisions of the Hold Harmless Clause at page B-13, which Clause shall become part of the contract.

1.15 ASSIGNMENTS

- A. Assignment to any third party of any monies due or to grow due the bidder or any contract based on this bid is prohibited and will not be recognized by the UCIA, except for financing.

1.16 CLASSIFICATION AND QUALIFICATION OF BIDDERS

- A. Pursuant to Resolution of the UCIA adopting the County of Union's policy pursuant to Ordinance No. 557-2002 of the Union County Board of County Commissioners, all bidders for building construction projects shall be classified and qualified in accordance

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with the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC). Bidders must be classified under DPMC classification code No. C008, C009.

1.17 UNCOMPLETED CONTRACTS

- A. The bidder shall submit with its bid a current Classification/Prequalification Certificate and accompanying form(s) indicating the dollar amount of uncompleted contracts, and a notarized and itemized list of uncompleted contracts in the form, “Uncompleted Contracts Affidavit,” provided at page B-20.

1.18 COMPLIANCE WITH LAWS

- A. The contractor shall comply with all State of New Jersey and federal laws as they pertain to the performance under the contract.

Prevailing Wages:

1. The New Jersey Prevailing Wage Law, N.J.S.A. 34:11-56.25 et seq. is hereby made a part of every contract entered into by the UCIA, except those, which are not within the scope of the Law. The successful bidder and its subcontractors shall be obligated to pay workers not less than the prevailing wage rate, to submit certified payrolls as documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by UCIA and State representatives. The bidder's signature on its proposal is its guarantee that neither bidder nor any of bidder's subcontractors employed to perform the work covered by this bid are listed or are on record as one who has failed to pay prevailing wages in accordance with the provisions of the New Jersey Prevailing Wage Law.
2. Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by the contractor in connection with a public work. Payroll records shall be preserved for a period of three (3) years from the date of payment.
3. In the event it is found that any worker employed by the contractor or any subcontractor covered by the contract has been paid a rate of wages less than the prevailing wage required to be paid by the contract, the UCIA may terminate the contractor's or subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise.

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B. Equal Employment/Affirmative Action:

1. The successful bidder shall be required to complete and submit an Initial Project Workforce Report Construction, New Jersey Department of Treasury Form AA-201, upon notification of award.
2. The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the UCIA.
3. The successful bidder expressly agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all other applicable federal, state and/or local laws, ordinances, rules, regulations and orders prohibiting discrimination in hiring or employment opportunities. Compliance is not delegable to any union, training program or other source of recruitment, which prevents the contractor from meeting his obligations
4. In the employment of persons for the performance of public work, no contractor or subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, discriminate against any individual who is qualified and available to perform the work to which the employment relates.
5. The successful bidder shall agree that:
 - a. The successful bidder will be required to comply with the Affirmative Action laws and regulations, including but not limited to, *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1 et seq.*
 - b. Exhibit B, Mandatory Equal Employment Opportunity Language – Construction, at page B-22, shall be part of any contract awarded to the successful bidder.
 - c. In the hiring of persons for the performance of work under the contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under the contract, the successful bidder, and his subcontractors and all persons acting on their behalf, shall not, by reason of, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

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orientation, gender identity or expression, disability, nationality or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

- d. The successful bidder, all subcontractors and all persons on their behalf shall not, in any manner, discriminate against or intimidate any employee engaged in the performance of work under the contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- e. There may be deducted from the amount payable to the successful bidder by the UCIA under the contract a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract by the successful bidder and the subcontractors or any person acting on their behalf;
- f. The contract may be canceled or terminated by the UCIA, and all money due or to become due under the contract may be forfeited for any violation of this Section 1.18 occurring after notice to the successful bidder/contractor from the UCIA of any prior violation of this Section.
- g. It shall be the successful bidder's (contractor's) responsibility to investigate the applicability of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990 and to comply in all respects to the provisions thereof.

C. Use American Goods and Products, Where Available:

- 1. Bidders shall comply with the requirements of *N.J.S.A. 40A11-18* and use only manufactured and farm products of the United States, wherever available, for the project.

E. OSHA Compliance:

- 1. The contractor shall guarantee that all materials, supplies and equipment to be provided under the contract shall meet all applicable requirements, specifications and standards of the Federal Occupational Safety and Health Act (OSHA) of 1970 as amended to date of acceptance by the UCIA, and shall also apply to contractor's construction procedures.

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F. Applicable Laws:

1. It shall be the responsibility of the contractor alone to investigate and determine the applicability of any and all federal statutes, New Jersey statutes, local ordinances, rules, regulations, etc., as they affect and impact upon this project, and to take all necessary steps to assure the contractor's compliance with the aforementioned requirements. It is specifically stipulated and agreed by and between the UCIA and contractor that no liability or responsibility whatsoever will attach to the UCIA, architect or construction manager in the event of non-compliance with any federal statute, state statute, local ordinance, rule, regulation, etc.
2. The following list of statutes and regulations, which may be applicable in whole or in part, is provided for the benefit of the contractor and is **not meant to be all-inclusive**. In the event that other laws are applicable, it shall be the responsibility and obligation of the contractor to ascertain and comply with them.

2.1 New Jersey Statutes and Regulations

1. N.J.A.C. 17:27-1 *et seq.*, Affirmative Action
2. N.J.S.A. 34:11-56.25 *et seq.*, Prevailing Wage Act,
3. N.J.S.A. 34:32-44, Business Registration Certificate
4. N.J.S.A. 34:11-56.48 *et seq.*; N.J.A.C. 12:62-1.2 *et seq.*, Contractor Registration Act
5. N.J.S.A. 52:25-24.2 Stockholder Certificate
6. N.J.S.A. 40A:11-25 Pre-classification of Bidders by NJDPMC

2.2 Federal Statutes

1. Immigration Control and Reform Act (1986) – 8 U.S.C.A. Section 1324(a) *et seq.*
2. Civil Rights Act of 1964 – 42 U.S.C.A. Section 1971 *et seq.*
3. The Americans with Disabilities Act of 1990.

1.19 EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS

- A. Each bidder shall visit the site(s) of the proposed work during the pre-bid conference and site tour as indicated in the Notice to Bidders and fully acquaint itself with the conditions as they exist so that bidder may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract.

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- B. Bidders shall thoroughly examine and be familiar with the Bid Documents. The failure to receive or examine any form, instrument or document, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any bidder from obligation with respect to its bid. By submitting a bid, the bidder agrees and warrants that it has examined the site, the Bid Documents, and that the specifications and drawings are adequate, and the required result can be produced under the drawings and specifications. No claim for any extra will be allowed because of alleged impossibilities in the productions of the results specified or because of unintentional errors or conflicts in the drawings and specifications. No change orders will be issued for items, materials or issues that existed on or with respect to the site prior to bidding.

1.20 DRAWINGS AND SPECIFICATIONS

- A. The project shall be performed in accordance with the requirements of the drawings and specifications, subject to modification as may be provided in General Conditions. The drawings and specifications are intended to complement and supplement each other.
- B. Any work required by either of them and not by the other shall be performed as if denoted in both. Should any work be required, which is not denoted in the specifications or on the drawings because of an obvious omission, but which is, nevertheless, necessary for the proper performance of the project, such work shall be performed as fully as if it were described and delineated.

1.21 NUMBER AND TITLE OF DRAWINGS

- A. The number and title of drawings accompanying the specifications, which form a part of the Bid Documents and upon which the bids shall be based, are listed within the Project Manual.

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1.22 PRE-BID CONFERENCE

- A. A pre-bid conference to answer any questions pertaining to the Bid Documents will be held at the time and place designated in the Notice to Bidders. Questions concerning the Bid Documents may be posed in writing at any time as indicated in the Notice to Bidders. Questions received after that date will not be addressed.
- B. All interpretations and supplemental instructions given by the UCIA or its representatives at the pre-bid conference will be issued in the form of an addendum to the contract documents, which will be sent to all bidders. All such data shall become a part of the Bid Documents. Failure of any bidder to receive any addendum will not relieve the bidder from any obligation under its bid as submitted.
 - No addenda will be issued later than seven (7) days prior to the bid due date, except to extend the bidding due date.

1.23 BRAND NAME OR EQUIVALENT

- A. Whenever a material, article, or piece of equipment is identified in the Bid Documents by reference to manufacturer's name, trade names, catalogue numbers, etc., it is intended to establish a standard. Similar materials, articles, or equipment of other manufacturers of the same general design will be considered provided the Contractor complies with the Division 01 Section "Product Requirements." No substitution will be permitted without the Engineers written approval.
- B. Whenever in the Division specifications a manufacturer or product is listed, it shall mean that it includes but is not limited to such manufacturer or product.**

1.24 SUBCONTRACTS

- A. Bidder is specifically advised that any person, firm, or other party to whom it proposes to award a subcontract under the contract must be acceptable to the UCIA, and the Bidder shall furnish all information deemed necessary by the UCIA to determine the qualifications of the proposed subcontractor.

1.25 FORM OF AGREEMENT

- A. The contract to be entered into with the successful bidder will be subject to all statutory provisions on the matter of Public Works, The Law Against Discrimination, the laws governing Equal Employment Opportunity and Affirmative Action, Prevailing Wages, and all other applicable federal and State laws.

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- B. The contract shall be executed by the successful bidder not later than twenty-one (21) days from the date of award by the UCIA.

1.26 MULTIPLE BIDS NOT ALLOWED

No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This will be cause for automatic rejection of each bid.

1.27 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Contractors performing covered "public works" as defined by *N.J.S.A. 34:11-56.48 et seq.* must comply with the requirements of *N.J.A.C. 12:62-1.2, 2.1 and 2.2* (as amended) and described below:

Subchapter 1. General Provisions

12:62-1.2 Definitions

“Act” means “The Public Works Contractor Registration Act” ([N.J.S.A. 34:11-56.48 et seq.](#)) and the rules promulgated thereunder.

“Commissioner” means the Commissioner of Labor and Workforce Development or his or her duly authorized representatives.

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

“Custom fabrication” means the fabrication of plumbing, heating, cooling, ventilation or exhaust duct systems and mechanical insulation.

“Department” means the Department of Labor and Workforce Development.

“Maintenance” means “maintenance work” as that term is defined at [N.J.S.A. 34:11-56.26](#), namely, the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased.

“Public work” means construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. “Public work” shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work done on any property or premises, whether or not the work is paid for from public

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funds, if, at the time of the entering into the contract the property or premises is owned by the public body or:

- 1. Not less than 55 percent of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and*
- 2. The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.*

“Subcontractor” means any subcontractor or lower tier subcontractor of a contractor, including owner operators or independent contractors.

“Worker” includes a laborer, mechanic, skilled or semi-skilled laborer and apprentices or helpers employed by any contractor or subcontractor and engaged in the performance of services directly upon a public work, regardless of whether their work becomes a component part thereof, but does not include material suppliers or their employees who do not perform services at the job site. For the purposes of these rules, contractors or subcontractors engaged in custom fabrication shall not be regarded as material suppliers.

12:62-2.1 Registration Required

(a) No contractor shall bid on any contract for public work unless the contractor is registered pursuant to the Prevailing Wage Act. In addition:

- 1. No contractor shall list a subcontractor in a bid proposal for a public works contract unless the subcontractor, as required, is registered pursuant to the terms of N.J.S.A. 34:11-56.48 et seq., the Public Works Contractor Registration Act, at the time the bid is submitted to the public entity; and*
- 2. No contractor or subcontractor not listed on the bid proposal shall engage in the performance of any public work project unless the contractor or subcontractor is registered pursuant to the Act.*

(b) Any contractor which seeks to register under the Act shall apply to the Division of Wage and Hour Compliance, within the Department of Labor and Workforce Development. For this purpose, the Department shall prepare a “New Jersey Department of Labor and Workforce Development Application for Public Works Contractor Registration.” This form shall be available from the Department.

(c) As part of its application to the Department, a contractor shall provide all required information and documents requested by the Application for Public Works Contractor Registration. The information to be submitted for review shall include:

- 1. The name, principal business address, telephone and fax number as well as any e-mail address of the business;*
- 2. Whether the contractor or subcontractor is a corporation, partnership, sole proprietorship, or other form of a business entity;*
- 3. The name and address of the custodian of records and agent for service of process within the State of New Jersey;*

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4. *The name, addresses of residence, and telephone number of each person with a financial interest in the business and the percentage of interest, except that if the business is a publicly traded corporation, the contractor shall supply the names and addresses of residence of the corporation's officers;*

5. *The business' Federal Employer Identification Number and State of New Jersey Taxpayer Identification Number;*

6. *A history of previous and/or current labor law violations and the final dispositions of such violations and any violations, or pending violations, brought by a governmental entity of criminal or civil statutes and/or regulations which would reflect upon the fitness of the applicant/contractor to bid on or engage in public work projects;*

7. *Proof of workers' compensation insurance; and*

8. *Any other relevant and appropriate information from a particular applicant as determined by the Commissioner*

(d) The contractor shall pay an initial, non-refundable, annual registration fee of \$300.00 to the Commissioner. The non-refundable fee for the second annual registration shall be \$300.00. Upon successful completion of two consecutive years of registration, a contractor may elect to register for a two-year period and pay a non-refundable registration fee of \$500.00. However, a two-year registration will only be granted if the applicant has not violated the Act and/or the Prevailing Wage Act or these rules during the period of licensure preceding submission of the renewal application.

(e) An applicant shall fully and accurately complete all relevant parts of the Application for Public Works Contractor Registration. Failure to provide a complete application shall result in rejection.

(f) An applicant who fails to provide specifically requested additional information or documentation shall be considered not in compliance with the Act and shall be subject to rejection.

(g) If the applicant knowingly supplies incomplete or inaccurate information to the Department in connection with his or her application, he or she shall be disqualified under these rules, barred from reapplying for registration for a period of up to one year from the date of notice of disqualification, and may be subject to other penalties described in [N.J.A.C. 12:62-2.3](#), [2.4](#) and [2.5](#).

12:62-2.2 Issuance and term of a certificate of registration

(a) Upon receipt of the fee, a fully completed form and all documentation required under [N.J.A.C. 12:62-2.1](#), the Commissioner shall issue a certificate of registration to the contractor within 30 days.

(b) An initial certificate of registration shall be valid only for a period of one calendar year from the date of registration.

(c) Registration shall be renewed not less than 30 calendar days prior to the expiration date of the immediately preceding registration. However, renewal shall be predicated

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upon the contractor not having knowingly or willfully violated the provisions of the Act or of the New Jersey Prevailing Wage Act during the period of licensure preceding the renewal application.

(d) Each contractor shall, after the bid is made and prior to the awarding of the public works contract, submit to the public entity for whom the work is to be performed the certificates of registration for all subcontractors listed in the bid proposal.

(e) A certificate of registration shall not be transferable.

(f) A registered contractor who allows his or her contractor registration certificate to expire prior to attempting to renew same, must subsequently apply for a registration certificate as if for the first time.

1.28 BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

- A. Business Registration: All for-profit New Jersey business organizations and foreign business organizations doing business in the State of New Jersey are required to obtain a Business Registration Certificate from the State of New Jersey Department of Treasury, Division of Revenue prior to conducting business in the State of New Jersey. "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.
- B. Proof of valid business registration with the State of New Jersey Department of Treasury, Division of Revenue shall be submitted by the bidder in the form of a valid Business Registration Certificate prior to the time a contract is awarded. The successful bidder must include proof of its own business registration and proof of the business registrations of those subcontractors required to be listed in the bid pursuant to N.J.S.A. 40A:11-16.
- C. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
- D. For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates, as defined in N.J.S.A. 52:32-44, shall collect and remit to the Director, New Jersey Division of Taxation, the sales and/or use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

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1.29 **PAY TO PLAY**

- A. Pursuant to *N.J.S.A.* 19:44A-20.27, contractors doing business with public entities must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) if they receive contracts in excess of \$50,000 per year from public entities. Bidders are responsible for determining whether a filing with ELEC is necessary. Additional information on this matter may be obtained from ELEC at 888-313-3532 or at www.elec.state.nj.us.

1.30 **PUBLIC INFORMATION**

- A. Any and all information submitted with or, where permitted by law, submitted subsequent to the bids, will be considered public information subject to disclosure to the public. Submission of a bid will constitute a full waiver by bidder of any right to confidentiality with regard to information that is submitted with the bid or subsequently provided to the UCIA pursuant to the requirements of the bid documents. However, if bidder chooses to include material of a proprietary nature in its bid, the UCIA will attempt to keep such material confidential to the extent permitted by applicable law. The bidder must specifically identify each page of its bid that contains such information by properly marking the applicable pages. Preferably, any sections which contain material of a proprietary nature shall be severable or removable from the bid to assist the UCIA in protecting this information. The bidder shall include the following notice in the introduction of the relevant section:

"The data on pages ___ identified by ___ (symbol) and labeled "Proprietary Information," contain information that is a trade secret and/or which, if disclosed, would cause substantial injury to bidder's competitive position. (Insert Name of Bidder) requests that such data be used only for the evaluation of its bid, and understands that disclosure will be limited only to the extent that the UCIA determines it proper or to the extent that the UCIA deems disclosure necessary according to law. If an award is made under this bid, the UCIA will have the right to use or disclose the data as permitted or required by law."

The UCIA will seek to prevent the unauthorized disclosure of this information in applying the proprietary standard to marked data. However, the UCIA assumes no liability for any loss, damage, or injury that may result from any disclosure or use of marked data or any disclosure of this or other information.

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1.31 LIQUIDATED DAMAGES

- A. **Liquidated Damages:** If the project is not completed within the time specified herein or within such further time as may have been granted by the UCIA, the contractor hereby agrees to pay to the UCIA as liquidated damages, but not as a penalty, \$1,500 per day for each and every calendar day that contractor is in default on the time to complete the project. Liquidated damages will be deducted from moneys due the contractor and if the damages exceed such amount, the contractor and/or its surety will be liable to pay the excess.

1.32 INSURANCE REQUIREMENTS

The UCIA requires all bidders to comply with the insurance requirements set forth in the Supplementary Condition to the Contract. A certificate of insurance evidencing the required coverage and amounts must be filed with the UCIA at the time of execution of the contract and prior to commencement of any work.

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BIDDERS CHECKLIST

BIDDER'S NAME _____

Items 1 through 27 are the forms which must be completed and/or provided in **TRIPLICATE (original and two copies)** with the Bid.

BIDDER MUST INITIAL EACH ENTRY AND SIGN AND DATE THIS FORM.

	<u>Bidder's Initials</u>
1. This Bidder's Checklist	_____
2. Bid Form, Pages B-3 to B5	_____
3. ** Bid Security in the form of Certified Check, Cashier's Check or Bid Bond; see Page B-6	_____
4. ** Consent of Surety, Page B-7 (See sample Performance/Payment Bond at Page B-8)	_____
5. ** Ownership Disclosure Statement, Page B-10	_____
6. Plumbers Compliance Affidavit, Page B-12	_____
7. Hold Harmless Clause, Page B-13	_____
8. Non-Collusion Affidavit, Page B-14	_____
9. ** Acknowledgement of Receipt of Addenda to Bid Documents, Page B-15	_____
10. ** List of Subcontractors as required by N.J.S.A.40A:11-16, Page B-16	_____
11. ** Certified Financial Statement prepared within last 12 months (See Page B-17) (Omitted)	_____
12. Public Contractors Registration Act Certificate for Contractor and Subcontractors listed in N.J.S.A.40A:11-16. See N.J.S.A. 34:11-56-48	_____
13. Business Registration Certificate for Contractor and Subcontractors listed in N.J.S.A. 40A:11-16. See N.J.S.A. 52:32-44; see also Page B-19	_____
14. N.J. Div. of Property Management & Construction (DPMC) Certificate/ Notice of Classification	_____
15. Uncompleted Contracts Affidavit, Page B-20	_____
16. Affirmative Action Compliance, Page B-21	_____
17. Certificate of Bidder Showing Ability to Perform Contract, Page B-26	_____

[Continued on next page]

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BIDDERS CHECKLIST (Continued)

BIDDER'S NAME _____

- | | | |
|-----|--|-------|
| 18. | Equipment Statement, Page B-27 | _____ |
| 19. | Americans with Disability Act Language, Page B-28 | _____ |
| 20. | Statement of Bidder's Qualifications, Page B-30 | _____ |
| 21. | Contractor Performance Record, Page B-33 | _____ |
| 22. | Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders, Page B-36 | _____ |
| 23. | Certificate of Insurance Statement, Page B-37 | _____ |
| 24. | Time of Completion, Page B-68 | _____ |
| 25. | Agreement for Use of Bid Documents in Electronic Form, Page B-69 | _____ |

** Failure to submit any of these items will result in MANDATORY rejection of the bid; failure to submit with the bid cannot be cured. Failure to submit any of the unstarred items may result in rejection of the bid.

The undersigned hereby acknowledges the above-listed requirements.

NAME OF BIDDER:

Person, Firm, or Corporation

Signature

Title

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Bidder's Name _____
BID FORM

Having inspected the site of the Work, the undersigned will furnish all labor, material, equipment and services necessary for the complete construction of the **Old Trailside Museum Sanitary Lift Station**, as defined in the Bid Documents, for the contract amount indicated below, in strict accordance with the Bid Documents:

ITEM NO	DESCRIPTION	TOTAL	UNIT
1	MOBILIZATION	1	LS
2	EXCAVATION AND REMOVAL OF MATERIAL	380	CY
3	SOIL EROSION AND SEDIMENT CONTROL MEASURES	1	LS
4	EXCAVATION, 5'x5'x5' TEST PIT, IF & WHERE DIRECTED	25	CY
6	HMA MILLING, 3" OR LESS	200	SY
7	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	350	SY
8	SUPERPAVE HOT MIX ASPHALT 9.5M64 SURFACE COURSE; 2" THICK	400	TON
9	SUPERPAVE HOT MIX ASPHALT 19M64 BASE COURSE; 4" THICK	15	TON
9	SUPERPAVE HOT MIX ASPHALT 19M64 BASE COURSE; 5" THICK	100	TON
10	TACK COAT	120	GAL
11	RESET GAS VALVE BOX	3	UNIT
12	RESET WATER VALVE BOX	1	UNIT
13	RESET EXISTING CASTING, MANHOLE	2	UNIT
13	RESET INLET TYPE B, CASTING	4	UNIT
10	RECONSTRUCT STRUCTURE, MANHOLE	1	UNIT
15	4" SOLID DOUBLE YELLOW STRIPE, THERMOPLASTIC	860	LF
15	4" SOLID WHITE STRIPE, THERMOPLASTIC	870	LF
17	4" DASHED DOUBLE YELLOW STRIPE, THERMOPLASTIC	100	LF
18	4" DASHED WHITE STRIPE, THERMOPLASTIC	65	LF
18	24" WHITE STOP BAR, THERMOPLASTIC	40	LF
11	TOPSOILING, 4" THICK, IF & WHERE DIRECTED	400	SY
12	FERTILIZING & SEEDING	400	SY
13	STRAW MULCHING	400	SY
15	4" PVC, SDR-26, SANITARY LATERAL PIPING	90	LF

16	SANITARY CLEANOUT	2	UNIT
17	2" HDPE, SDR-11 SANITARY FORCE MAIN PIPING	1,100	LF
18	SANITARY PUMP STATION	1	UNIT
19	ABANDONMENT OF EXISTING SANITARY SEPTIC FIELD	1	LS
20	EMERGENCY STANDBY GENERATOR AND PAD	1	LS
21	GENERATOR GAS SERVICE LINE	10	LF
21	CONTROL AND SIGNAL WIRING IN RMC THREADED CONDUIT, TO INCLUDE NEMA 4X CONTROL PANEL ENCLOSURE	1	LS

BASE BID ITEM:

(Identified individually for accounting and invoicing purposes)

Words

Figures

BID CONTINGENCY: (To be used if and when directed by the Union County Improvement Authority)

Thirty Five Thousand Dollars
Words

\$35,000.00
Figures

TOTAL BASE BID PLUS CONTINGENCIES:

Words

\$_____
Figures

**Old Trailside Museum Sanitary Lift Station
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Bidder's Name _____

BID FORM (continued from B-4)

Old Trailside Museum Sanitary Lift Station

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Bidder's Name _____

BID FORM (continued from B-4)

Further, the undersigned agrees, if awarded the contract, to execute an agreement for the above stated Work on the Standard Form of Agreement Between Owner and Contractor, AIA Document A132 - 2019/Construction Manager as Advisor Edition. The undersigned also agrees, if awarded the contract, that Bidder will pay the UCIA \$1,500 per day for each calendar day beyond the completion Date that is set forth in the schedule provided in the Bid Documents and further agrees to the liquidated damages to be applied to the (20) business day office shutdown (inclusive of State and Federal Holidays) .

The undersigned acknowledges that, during the progress of the Work or delivery of the materials to be furnished, two percent (2%) of the contract price shall be retained until said work is fully completed and accepted (including all punch list items, delivery of warranties and submission and acceptance of all contract close out documentation).

The undersigned, acting through its authorized officers and intending to be legally bound, agrees that this bid proposal shall constitute an offer by the undersigned to enter into a contract with the acts and things therein provided, which offer shall be irrevocable for sixty (60) calendar days from the date of opening hereof and that the Owner may accept this offer at any time during said period by notifying the undersigned of the acceptance of said offer.

No member, employee or officer of the Trailside Nature and Science Center or the Union County Improvement Authority is directly interested in this proposal, or in the supplies or work to which it relates, or to any portion of the profits thereof

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates, and hours of labor set forth in the contract documents.

NAME OF BIDDER

ADDRESS OF BIDDER

**ORIGINAL SIGNATURE OF
CORPORATE SECRETARY**

BY: _____ **ORIGINAL**
SIGNATURE

PRINT NAME OF CORP. SECTY

PRINT NAME

[Corporate Seal]

TITLE

FAX: _____

E-Mail: _____

Phone: _____

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Bidder's Name _____

BID FORM (continued from B-4)

NOTE:

1. If doing business under a **trade name, partnership or a sole proprietorship**, you must submit the bid under exact title of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner**, or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by a **Corporate Secretary** (corporate title must be exact) and **affix corporate seal**. If a Corporate Secretary does not exist, President or Vice President's signature shall be witnessed by a Notary Public.
3. Other persons **authorized** by **corporate resolution** to execute agreements on its behalf may also sign the bid documents. **Copy of a resolution must accompany the bid.**
4. The person who signs this bid form **must also** sign the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

SAMPLE BID BOND FORM

THIS SAMPLE BID BOND CONTAINS LANGUAGE THAT IS ACCEPTABLE TO THE UCIA; ANY LANGUAGE THAT LIMITS THE BID BOND TO THE DIFFERENCE BETWEEN THE BID AMOUNT AND SUCH LARGER AMOUNT FOR WHICH THE UCIA COULD CONTRACT SHALL NOT BE ACCEPTABLE

THIS BOND, made this _____ day of _____, 2022.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned,

_____, as Principal and
_____, as
Surety, are held firmly bound unto the Union County Improvement Authority, as Owner, in the sum of Ten Percent (10%) of Amount of Bid, but in no case in excess of \$20,000, for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above is such that whereas the Principal has submitted to the Union County Improvement Authority a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for

NOW, THEREFORE,

- (a) If said Bid be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **Principal and the Surety** have hereunto set their hands and seals, and in such of them as are corporations have caused their corporate seals to be hereto affixed and those present to be signed by their proper officers, the day and year first set forth above.

by Principal: _____ by Surety: _____

NOTE: POWER OF ATTORNEY OF OFFICERS OF SURETY COMPANY DEMONSTRATING AUTHORITY TO EXECUTE THE BID BOND MUST BE SUBMITTED WITH THE BID BOND.

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Bidder's Name _____

**CONSENT OF SURETY
TO ACCOMPANY PROPOSAL (BID)**

_____ (hereinafter called Surety), organized and existing under the laws of the State of _____ duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work and labor or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal to the Union County Improvement Authority (UCIA) for the Trailside Nature and Science Center Sensory Trail Drainage Improvements, and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance, and labor and material payment, and will provide the Contractor with a performance, labor and material payment bond in the full amount of the contract price.

NAME OF SURETY

ADDRESS: _____

By: _____
ORIGINAL SIGNATURE - ATTORNEY-IN-FACT FOR SURETY CO.

NOTE: POWER OF ATTORNEY OF OFFICERS OF SURETY COMPANY DEMONSTRATING AUTHORITY TO EXECUTE THIS DOCUMENT MUST BE SUBMITTED.

SAMPLE PERFORMANCE/PAYMENT/WARRANTY BOND
Consolidated Bond Form

- A. **Performance Bond**
- B. **Payment of Labor & Material Bond**
- C. **1-Year Warranty**

KNOW ALL MEN BY THESE PRESENT THAT WE, the undersigned, _____

as Principal, and _____
as the Surety, are held and firmly bound unto the Union County Improvement Authority, hereinafter called "the Union County Improvement Authority," and as hereinafter set forth, in the full and just several sum of

(a) _____ Dollars (_____)

for faithful performance of the contract as designated in Paragraph "A" and

(b) _____ Dollars (_____)

for payment of labor and materials as designated in Paragraph "B"

(c) _____ Dollars (_____)

to guarantee remedy of defects as designated in Paragraph "C" lawful money of the United States of America, to be paid to the Union County Improvement Authority or its assigns, to which payment well and truly to be made and done, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this ____ day of _____ 20__.

WHEREAS, the above bounden Principal has entered into a contract with the Union County Improvement Authority, bearing even date herewith, for Contract No. _____

_____ upon certain terms and conditions in said contract more particularly mentioned, and:

WHEREAS, it is one of the conditions of the award of the Union County Improvement Authority pursuant to which said contract is about to be entered into, that these presents be executed.

NOW THEREFORE, the joint and several conditions of this obligation are such:

"A" – That if the above bounden Principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of the said Contract therein referred to and made a part thereof and such alterations as may be made in said work as therein provided and which are hereby made a part of this Bond the same as though they were set forth herein, and shall indemnify and save harmless the said Union County Improvement Authority and all of its officers, agents and employees from any expenses incurred through the failure of said Contractor and any of its subcontractors to complete the work as specified and for any damages growing out of the manner of performance of said Contract by said Contractor or his subcontractors or his or their agents or servants, including patent, trademark and copyright infringements; then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

"B" – That if the above bounden Principal shall and will promptly pay or cause to be paid, all sums of money which may be due any person, co-partnership, association or corporation including any subcontractors for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

"C" – That if the above bounden Principal shall remedy without cost to the said Union County Improvement Authority any defects which may develop during the period of one (1) year from date of completion and acceptance of the work performed under said Contract, provided such defects, in the judgment of the Union County Improvement Authority or its successors, are caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Union County Improvement Authority of any extension of time for the performance of the contract or any other forbearance on the part of either the Union County Improvement Authority or the Principal and the Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties or any such alterations, extension, or forbearance being hereby waived.

The Principal and Surety hereby jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor in prosecution of the work as above provided and who has not been paid therefor, may sue in assumpsit of this bond in the name of the Union County Improvement Authority for his, their, or its use, prosecute the same to final judgment for such sum or sums as may be justly due him, them, or it and have execution thereon; provided, however, that the Union County Improvement Authority shall not be liable for the payment of any costs or expenses of any such suit and further provided that the subcontractors or otherwise shall not have the right to sue or bring action against the Union County Improvement Authority directly.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year above written.

WITNESS:

(Principal)

BY: _____
(Signature of Principal)

(Type Name and Title of
Principal's Signatory)

(Type Name of Surety Co.)

BY: _____
(Signature of Attorney-in-Fact)

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

OWNERSHIP DISCLOSURE STATEMENT

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

CHECK ONE

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned or of all partners/principals owning 10% or more of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned or that no one partner/principal owns 10% or more of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

Complete if Bidder is one of the 3 types of corporations:

Date Incorporated: _____ **Where Incorporated:** _____

All Bidders:

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders/Partners/Principals:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

[Continued on next page]

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

OWNERSHIP DISCLOSURE STATEMENT (Continued from B-10)

N.J.S.A. 52:25-24.2 (P.L. 1977 c. 33)

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

NAME OF BIDDER: _____

Subscribed and sworn before me this ____ day of _____, 2__.

By: _____
(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

AFFIDAVIT OF COMPLIANCE
PLUMBING CONTRACTOR

Public Law 1987, Chapter 442 (N.J.S.A. 45:14C-2) defines Plumbing Contractor as a licensed master plumber that shall be the holder of not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity engaging in the business of plumbing contracting in the State and shall employ either journeyman, plumbers or apprentice plumber or both.

Due to the enactment of Public Law 1987, Chapter 442, Plumbing Subcontractor listed in the Bid pursuant to N.J.S.A. 40A:11-16 must certify the following:

I certify that I own not less than (____) 10% of the issued and outstanding shares of stock in the plumbing subcontractor company set forth below, or not less than (____) 10% of the capital of the partnership, or not less than (____) 10% of the ownership of any other firm or legal entity.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment.

NAME OF PLUMBING SUBCONTRACTOR

SWORN AND SUBSCRIBED TO
BEFORE ME THE _____ DAY
OF _____, 20____

Signature of Notary Public
Notary Public of _____
My Commission expires _____

SIGNATURE OF MASTER PLUMBER

PRINT NAME OF MASTER PLUMBER

TITLE

NAME OF BIDDER FOR WHOM THE WORK WILL BE DONE:

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

HOLD HARMLESS CLAUSE

- A. The Contractor shall indemnify and save harmless the Union County Improvement Authority, the County of Union, the Old Trailside Museum Sanitary Lift Station, their elected and appointed officers, professionals, consultants, agents and employees, including their individual members, and the Engineer and Construction Manager, and their employees and agents (collectively, the "Indemnified Parties"), from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from the Indemnified Parties, including attorney's fees, by reason of any act or omission of the Contractor, its agents, employees, assigns, subcontractors and any entity acting in the Contractor's behalf and on the Contractor's direction in the execution of any work for the project, and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the Contractor in failing to review all plans, specifications, and other documents published by the Indemnified Parties in connection with the preparation and award of the contract.
- B. The Contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by Contractor's negligence, including its negligent failure to notify the Indemnified Parties of any dangerous condition requiring the Indemnified Parties' action, during the progress of the work provided for in the contract, including periods when the Contractor is not present on the site, until the work shall have been completed and accepted. The Contractor shall also assume all responsibility for any and all loss by reason of the Contractor's negligence or violation of any local, state, or federal law, regulation, practice, or order. The Contractor shall give the Union County Improvement Authority and all other appropriate authorities all required notices relating to the work provided for in the contract, including all notices of dangerous conditions.
- C. The Contractor, in executing the agreement for the work, represents to the Indemnified Parties that the contents of this hold harmless clause have been communicated to its subcontractors and employees and that this representation is made on behalf of both the Contractor and all persons and entities acting in the Contractor's behalf including subcontractors and employees.

Name of Bidder

ATTEST:

By: _____

Print Name: _____

Title: _____

UNION COUNTY IMPROVEMENT AUTHORITY

**Old Trailside Museum Sanitary Lift Station
452 New Providence Road, Mountainside, New Jersey**

Bidder's Name _____

NON-COLLUSION AFFIDAVIT

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

STATE OF _____)
)
COUNTY OF _____)

SS:

I _____, of the municipality of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law, on my oath depose and say that: I am _____ of the firm of _____, the bidder making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this Affidavit are true and correct, and made with full knowledge that the UNION COUNTY IMPROVEMENT AUTHORITY relies upon the truth of the statements contained in said proposal and in the statements contained in this Affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bonafide established commercial or selling agencies maintained by the Bidder, _____ (N.J.S.A. 52:34-15).

NAME OF BIDDER

SIGNATURE

TITLE

NOTE: This Affidavit must be executed by the same person who signed the BID FORM (pages B-3 to B-5).

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

Notary Public of the State of _____
My commission expires: _____

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Pursuant to N.J.S.A. 40A:11-23.2(e), the undersigned bidder, hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the UCIA's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received

IF NO ADDENDA ISSUED, INSERT "NONE" HERE: _____

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

SUBCONTRACTOR IDENTIFICATION STATEMENT

LIST OF SUBCONTRACTORS

*This form is **ONLY** required for plumbing and gas fitting, steam and hot water heating and ventilating apparatus, steam power plants, electrical work, structural steel, ornamental iron work, and any other trades required to be identified by the specifications if bidder is not using any subcontractors, certify below.*

In compliance with N.J.S.A. 40A:11-16 and the bid specifications, the undersigned hereby lists the name or names of the following subcontractors:

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: \$ _____
Description of Work Subcontracted: _____
License No. _____

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: \$ _____
Description of Work Subcontracted: _____
License No. _____

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: \$ _____
Description of Work Subcontracted: _____
License No. _____

NAME OF BIDDER

ADDRESS

By:

PRINT NAME AND TITLE

Date _____

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND SUBMIT ALL SHEETS WITH BID.

(THIS FORM HAS BEEN DELETED)

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

FINANCIAL STATEMENT

as of _____ 2022

NAME _____ RESIDENCE _____
OCCUPATION _____ BUSINESS _____
OR PROFESSION _____ ADDRESS _____

I make the following statement of all my assets and liabilities at the close of business on the date indicated above

(Name and Location of Financial Institution)

and give other material information for the purpose of obtaining advances on notes and bills bearing my signature, endorsement guaranty, and for obtaining credit upon present and future applications.

ASSETS		LIABILITIES and NET WORTH	
Cash on Hand	\$	Notes Payable to Banks-Unsecured Direct borrowings only	\$
Cash in Banks		Notes Payable to Banks-Secured Direct borrowings only	
Notes Receivable		Notes Payable to Others-Unsecured	
Accounts Receivable		Notes Payable to Others-Secured	
Loans Receivable		Accounts Payable	
Life Insurance-Cash Surrender Value (Do not deduct loans)		Loans against Life Insurance	
Securities-Readily Marketable U.S. Govt. & listed on Stock Exchanges		Real Estate Mortgages Payable	
Securities-Not Readily Marketable Unlisted stocks & bonds		Real Estate Taxes & Assessments Payable	
Mortgages Owned		Federal & State Income Taxes	
Real Estate Owned		Other Taxes	
Automobile(s) Registered in own name		Interest Payable on loans, mortgages, etc.	
Other Assets (Itemize)		Brokers Margin Accounts	
		Other Liabilities (Itemize)	
		Net Worth	
TOTAL ASSETS		TOTAL LIABILITIES & NET WORTH	

(THIS FORM HAS BEEN DELETED)

Certification – This is to certify that all the statements contained herein and in any supporting schedules are true and give a correct showing of any financial condition as of the date indicated. I further certify that I had no liabilities, direct or contingent, business or accommodation, except as set forth in this statement, and that the title to all assets therein set forth is in my name: Solely, except as may be otherwise noted. IN THE EVENT OF ANY MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION, I AGREE TO NOTIFY THE FINANCIAL INSTITUTION NAMED HEREIN IMMEDIATELY IN WRITING.

Signed this _____ day of _____, 20_____

(Signature)

NOTE: IF YOU ARE ENCLOSING AN ANNUAL REPORT OR AUDITOR'S REPORT IN CONNECTION WITH YOUR BID IN LIEU OF COMPLETING THE SAMPLE "FINANCIAL STATEMENT" INCLUDED IN THE BID PACKAGE, PLEASE SIGN THE CERTIFICATION STATEMENT LISTED BELOW AND ATTACH TO THE ANNUAL/AUDITOR'S REPORT.

CERTIFICATION: This is to certify that all the statements contained herein and in any supporting schedules are true and give a correct showing of my financial condition as of the date indicated. I further certify that I had no liabilities, direct or contingent, business or accommodation, except as set forth as in my name solely, except as may be otherwise noted.

Signed this _____ day of _____, 2022.

Signature

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

BUSINESS REGISTRATION

P.L. 2009, c.315, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the NJ Division of Revenue

Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.

Note: A NJ Certificate of Authority is not acceptable.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112813533	

ATTACH BRC HERE

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

UNCOMPLETED CONTRACTS AFFIDAVIT

PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK, FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS

Entity	Project Title	Original Contract Amount	Uncompleted Amount As Of Bid Opening Date	Name and Telephone Number of Party to be Contacted From Entity For Verification

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS \$ _____

Sworn and Subscribed to Before me
this _____ day of _____, 20__

Notary Public

BIDDER:

(Signature)

(Print Name)

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

AFFIRMATIVE ACTION COMPLIANCE

General Requirements of P.L. 1975, c. 127 – The undersigned bidder is hereby put on notice and acknowledges that:

Bidders are required to comply with Affirmative Action / Equal Employment Opportunity law as set forth in N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27.

In particular, Exhibit B, Mandatory Equal Employment Opportunity Language (Construction Contracts), attached hereto, shall be incorporated into the contract awarded by the UCIA for the construction of the Project.

Additionally, the bidder to whom the contract is awarded shall submit to the UCIA, prior to the signing of the contract, Form AA-201, Initial Project Workforce Report Construction.

Bidders are referred to the State of New Jersey website www.state.nj.us/treasury/contract_compliance for further information and forms regarding AA/EEO laws and regulations.

If the successful contractor does not submit the Initial Project Workforce Report Construction (AA-201) prior to signing of the contract, the UCIA will declare the contractor non-responsive and may award the contract to the next lowest responsible bidder.

NAME OF BIDDER

By: _____

Print Name: _____

Title: _____

Date: _____

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided,

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

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

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

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

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

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

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

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

(i) The contractor or subcontractor shall interview the referred minority or women worker.

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

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

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

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

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

EQUIPMENT STATEMENT

The undersigned hereby certifies that Bidder is fully prepared with the necessary capital, material, and machinery to conduct the Work as herein specified and further certifies that the equipment required for the proper execution of this contract in the time specified is available as follows:

LIST EQUIPMENT OWNED BY THE BIDDER:

(Attach additional sheets if necessary)

LIST EQUIPMENT TO BE LEASED BY THE BIDDER FOR THIS JOB:

(Attach additional sheets if necessary)

Include certifications from owner or person in control of equipment, including subcontractor, definitively granting the bidder control of the equipment as may be necessary for the completion of work.

Witness

NAME OF BIDDER

Date

ADDRESS

BY: _____

PRINT NAME

TITLE

YOU MAY ATTACH ADDITIONAL SHEETS, BUT YOU MUST SIGN AND WITNESS THIS SHEET

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor and the Union County Utilities Authority (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C.S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

AMERICANS WITH DISABILITIES ACT (Continued)

may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name of Bidder _____

By: _____
Signature

Print Name: _____

Title: _____

Date _____

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. _____
(Name of Bidder)

2. _____
(Permanent Main Office Address)

3. _____
(When Organized)

4. _____
(If a Corporation, Where Incorporated)

5. Number of years engaged in construction or contracting business under present firm or trade name?

6. Contracts on hand: (Show gross amount of each Contract and the appropriate dates of Completion)

7. General character of work performed by you. _____

8. Have you ever failed to complete any work awarded to you? _____

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

9. Have you ever defaulted on a Contract? _____ If so, complete details, including where and why?

10. List your major equipment available for this Contract. (Attach separate sheet, if necessary)

11. Experience in the Construction work similar in importance to this Project.

12. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five (5) years? _____. If so, list prior classification.

13. Background and experience of the principal members of your organization, including the officers.

14. Bank Reference. (Name, Address, Phone, Representative) _____

15. Will you, upon request, furnish any other information that may be required by the UCIA?

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the UCIA in verification of the recitals comprising this Statement of Bidder's Qualifications.

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

17. Bidder's telephone number, fax number and e-mail address.

Phone _____

Fax _____

E-mail _____

Mobile _____

NAME OF BIDDER

By: _____

Print Name: _____

Title: _____

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

Notary Public of New Jersey

My Commission Expires:

_____, 20__.

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

CONTRACTOR PERFORMANCE RECORD

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

How many years experience in construction work has your organization had (a) as a general contractor? _____; (b) as a subcontractor? _____.

What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Yrs. of Construction Experience	Magnitude & Type of Work	In What Capacity

Has bidder ever failed to complete any work contracted to you?

If so, where and why? (Attach separate sheet if necessary)

Has any officer or partner of your organization ever failed to complete a construction contract handled in its own name?

If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete.

PERFORMANCE RECORD (Continued) List of all contracts completed by you within past 10 years.

Bidder's Name _____

Name of Owner	Name & Location of Project: Type Of Work	Prime or Sub-Cont.	Engineer or Architect in Charge for Owner	Contract Price (Omit Cost)	Date Completed	Was Time* Extension Necessary	Were Any Penalties Imposed	Were Liens* Claims or Stop Notice Filed

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

CONTRACTOR PERFORMANCE RECORD (Continued)

Explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles experience, liens, claims and notices filed again contracts listed in preceding item "Performance Record:"

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

(Name of Bidder)

By: _____
(Signature)

(Title)

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

A Notary Public of New Jersey
My Commission Expires: _____, 20__.

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trainside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY _____)

) SS:

COUNTY OF _____)

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

I am _____ of the firm of _____,
the Bidder making the Proposal for the above named Project. I have executed the said Proposal with full
authority to do so. Said Bidder is not at the time of the making of this bid included on the New Jersey
State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a
result of action taken by any State or Federal Agency.

Name of Bidder

By: _____
(Signature of Authorized Representative)

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

Notary Public of New Jersey
My Commission Expires: _____, 20____.

UNION COUNTY IMPROVEMENT AUTHORITY

Old Trailside Museum Sanitary Lift Station

452 New Providence Road, Mountainside, New Jersey

Bidder's Name _____

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the UCIA's insurance requirements as stated in the Bid Documents as well as the Owner/Contractor Agreement and agrees to provide all insurance required by these documents prior to the issuance of the Notice to Proceed.

NAME OF BIDDER _____

By: _____
(Signature)

Print Name : _____

Title: _____

UNION COUNTY IMPROVEMENT AUTHORITY

**Old Trailside Museum Sanitary Lift Station
452 New Providence Road, Mountainside, New Jersey**

Bidder's Name _____

TIME OF COMPLETION

The undersigned agrees that, if awarded the Contract, the scope of work will begin within ten (10) Calendar Days after Notice to Proceed by the Owner and will be completed within 60 calendar days.

I, _____ of _____
NAME (Print or type) NAME OF COMPANY

agree to complete work in the time frame specified

SIGNATURE

Date: _____, 20____

TITLE

**Old Trailside Museum Sanitary Lift Station
452 New Providence Road, Mountainside, New Jersey**

Bidder's Name _____

AGREEMENT FOR USE OF BID DOCUMENTS IN ELECTRONIC FORM

This Agreement is made in reference to the following project: **Old Trailside Museum Sanitary Lift Station** ("Project") for **Union County Improvement Authority** ("Owner").

The Union County Utilities Authority (UCIA) will provide to _____ ("Recipient") certain drawings, specifications and other documents prepared by Pennoni Associates, Inc. ("Pennoni") in electronic or other machine-readable format. These documents shall be referred to herein as the "Electronic Documents." It is understood and agreed that Recipient may wish to make certain Electronic Documents available to other individuals and entities in connection with the Project. This Agreement is intended to govern the use of the Electronic Documents by the Recipient and other individuals and entities.

In consideration of Pennoni's agreement to release the Electronic Documents to Recipient, Recipient agrees as follows:

1. Any distribution by Recipient of all or any portion of the Electronic Documents shall be limited for use on this Project only. Such distribution is subject to Pennoni's approval and may be made only after written notice is given to Pennoni by Recipient, and any additional recipient agrees in writing to be bound by the terms of this Agreement.

2. This Agreement shall be incorporated in the General Conditions for the Contract for Construction and shall become binding on all parties who use the Electronic Documents. Any individual or entity, including the Owner, to whom Pennoni release all or any portion of the Electronic Documents, or who thereafter receives all or any portion of the Electronic Documents, shall be a Recipient for purposes of this Agreement.

3. All drawings, specifications or other documents of any kind prepared by RSC as the case may be, whether in hard copy or any electronic or machine readable format including the Electronic Documents (collectively the "Pennoni Documents"), are instruments of Pennoni's services prepared solely for use in connection with the Project. Pennoni shall reserve all rights, including copyrights, for their respective Documents. This Agreement is not intended in any way to alter the respective interests of the parties in the Pennoni Documents as may be set forth in any other agreement, notwithstanding Pennoni's agreement to release the Electronic Documents to Recipient.

4. The Electronic Documents are provided to the Recipient in connection with the Recipient's performance of its responsibilities and obligations relating to the Project, including bidding. Pennoni shall retain a set of paper copies of the Electronic Documents, which Recipient may review at the UCIA at a mutually agreeable time. If it is determined that any difference exists between the paper copies and the Electronic Documents, the paper copies shall be presumed to be correct and take precedence over the Electronic Documents, unless Pennoni specifically advises Recipient to the contrary in writing.

5 The parties agree that the Electronic Documents are not, and shall not be construed

to be, a product. It is expressly agreed by the Recipient that there are no warranties of any kind in the Electronic Documents or in the media in which they are contained, either express or implied.

6. Recipient agrees not to add to, delete from, or otherwise modify or alter in any way, or to allow others to add to, delete from, or otherwise modify or alter in any way, the Electronic Documents or any copies Recipient prints from the Electronic Documents. Recipient recognizes that additions, deletions, alterations or modifications to the Pennoni Documents introduced by anyone other than Pennoni, as the case may be, may result in adverse consequences that Pennoni can neither predict nor control. Therefore, even in the event that Pennoni may have specifically given the Recipient permission to use the Electronic Documents in connection with Recipient's obligation to prepare certain documents for the Project which requires Recipient to add to, delete from, modify or alter the Pennoni Documents, Recipient shall be subject to the provisions of Paragraphs 9 and 10 of this Agreement. Furthermore, if Recipient receives Pennoni's permission to add to, delete from, modify or alter the Pennoni Documents, Recipient shall, in addition to the other obligations set forth herein, remove Pennoni's title block, as the case may be, from the paper copy of the Electronic Documents used by Recipient.

7. The Electronic Documents are supplied in the following format: **PDF Format**.

Any conversion of the format is solely the responsibility of the Recipient. Recipient understands and agrees that the conversion of the paper copies of the Pennoni Documents into electronic or machine-readable format or the conversion of the Electronic Documents from the machine-readable formats to a different format may introduce errors and inaccuracies. Recipient therefore agrees to confirm the accuracy of the Electronic Documents before using them. Recipient shall accept all responsibility for any errors or inaccuracies and shall release Pennoni and the UCIA from any liability or claims for recovery of damages or expenses arising as the result thereof.

8. Recipient further agrees that the Pennoni Documents were prepared for use in connection with this Project only, and that the Electronic Documents are supplied to Recipient only for the limited purpose stated herein. Recipient agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated herein.

9. Recipient agrees to waive any and all claims and liability against Pennoni and the UCIA, and their respective subconsultants and consultants, as the case may be, arising under this Agreement or as a result of Recipient's use of the Electronic Documents.

10. Recipient agrees to indemnify and save harmless Pennoni and their respective subconsultants, and each of their partners, officers, shareholders, directors and employees, and the Owner and its officers and employees and professionals, from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of 1) Recipient's failure to comply with any of the requirements of this Agreement; or 2) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the paper copies of the Contract Documents; or 3) from any addition, deletion, modification or alteration to, or the misinterpretation of the Electronic Documents.

RECIPIENT

Name: _____ **Date:** _____
Title: _____
Company: _____

DRAFT AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the «» day of «» in the year «»
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«»
«»
«»
«»

and the Contractor:
(Name, legal status, address, and other information)

«»
«»
«»
«»

for the following Project:
(Name, location, and detailed description)

«»
«»
«»

The Construction Manager:
(Name, legal status, address, and other information)

«»
«»
«»
«»

The Architect:
(Name, legal status, address, and other information)

«»
«»
«»
«»

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.

This document is intended to be used in conjunction with AIA Documents A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
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EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

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, 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 Modifications, 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 DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

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.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

<< >>

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

Portion of Work	Substantial Completion Date
<< >>	

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

Not later than <> (<>) calendar days from the date of commencement of the Work.

By the following date: <>

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
<< >>	

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 4.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be <> (\$ <>), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<< >>	

§ 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. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
<< >>		

§ 4.2.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
<< >>	

§ 4.2.4 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.)*

Item	Units and Limitations	Price per Unit (\$0.00)
<< >>		

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee: *(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

<< >>

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

<< >>

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

<< >>

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed <> percent (<> %) of the standard rental rate paid at the place of the Project.

§ 4.3.6 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.)*

Item	Units and Limitations	Price per Unit (\$0.00)
<< >>		

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee: *(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

<< >>

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

<< >>

§ 4.4.4 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

<< >>

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed <> percent (<> %) of the standard rental rate paid at the place of the Project.

§ 4.4.6 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.)

Item	Units and Limitations	Price per Unit (\$0.00)
<< >>		

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed <> (\$ <>), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
<< >>	

§ 4.4.7.2.2 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.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
<< >>		

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
<< >>	

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption.)

<< >>

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

« »

§ 4.6 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and 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 Construction Manager not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 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.

§ 5.1.4.3.2 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 A232–2019;
- .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 A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 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 A232–2019;
- .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 A232–2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 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.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 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 A232–2019;
- .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 A232–2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor’s Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 5.1.6.7 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.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, 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.)

« »

§ 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.)

« »

§ 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 when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, 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 when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

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§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 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 A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

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§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 5.2.2.1 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 A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

§ 5.2.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

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§ 5.3 Payments due and unpaid under the Contract shall bear 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.)

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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.)

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Arbitration pursuant to Article 15 of AIA Document A232–2019.

[] Litigation in a court of competent jurisdiction.

[] 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 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, 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.)

« »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

- 1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- 2 Add the Contractor’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

§ 7.2.1.2.2 When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

§ 7.2.1.2.3 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such

subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

§ 7.2.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, 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.)

« »

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term “profit” shall be understood to mean the Contractor’s Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 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)

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§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

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§ 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 A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, 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 A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, 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 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor’s Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Building Information Modeling Exhibit, if completed:

<>

- .5 Drawings

Number	Title	Date
<input type="checkbox"/> <>		

- .6 Specifications

Section	Title	Date	Pages
<input type="checkbox"/> <>			

- .7 Addenda, if any:

Number	Date	Pages
<input type="checkbox"/> <>		

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 A132™–2019, Exhibit B, Determination of the Cost of the Work

[<>] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

<>

[« »] The Sustainability Plan:

Title	Date	Pages
« »		

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
« »			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 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 is entered into as of the day and year first written above.

« »

OWNER *(Signature)*

« »« »

(Printed name and title)

« »

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

DRAFT AIA® Document A232® – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

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<< >>

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

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THE OWNER:

(Name, legal status, and address)

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<< >>

THE ARCHITECT:

(Name, legal status, and address)

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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.

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.8 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.5, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the

Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the

Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section

15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special

warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of

bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded.

The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 Suspension by the Owner for Convenience

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

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

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

CONSTRUCTION MANAGEMENT EDITION

ARTICLE 16

MODIFICATION OF THE GENERAL CONDITIONS
OF AIA DOCUMENT A232-2019 - GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISER EDITION
(the "GENERAL CONDITIONS")

16.1 PRECEDENCE

16.1.1 Wherever these Supplementary Conditions make deletions, revisions, and insertions to the General Conditions, the Supplementary Conditions shall take precedence over the General Conditions.

16.2 MODIFICATIONS OF ARTICLE 1. CONTRACT DOCUMENTS

16.2.1 Add the following under Paragraph 1.1:

1.1.9 ENUMERATION OF THE DRAWINGS, SPECIFICATIONS AND ADDENDA

The Drawings and Specifications which form a part of this Contract are enumerated in the List of Drawings and the List of Contents of the Specifications. The Addenda which form a part of this Contract are enumerated in Article 9 of the Owner-Contractor Agreement.

16.2.2 Add the following under Paragraph 1.4:

1.4.1 The Architect shall be the sole interpreter of the plans and specifications and the Contractor's performance therewith. It is the intent of these plans and specifications to provide materials of a quality consistent with the average of those provided under similar circumstances in the same general geographical area. The Architect shall be the sole authority in making such determination.

16.3 MODIFICATIONS OF ARTICLE 2. OWNER

16.3.1 Delete Subparagraph 2.2.3 in its entirety.

1.6.3.2 Delete Subparagraph 2.2.5 in its entirety and insert the following:

2.2.5 The Architect shall furnish the Contractor, without charge, the following number of sets (black line prints) of drawings and specifications. The Contractor shall make his own additional sets at their expense.

General Contractor - 3 sets

16.4 MODIFICATIONS OF ARTICLE 3. CONTRACTOR

16.4.1 Add the following under Paragraph 3.2:

3.2.5 The Contractor shall forward, through the Construction Manager, to the Architect written request for supplementary drawings and data needed by him to carry on his work. Such request shall be timed so as to enable the Construction Manager and the Architect to properly act well in advance of need at the site.

16.4.2 Add the following under Paragraph 3.6

3.6.1 All Contractors, subcontractors, suppliers, etc. are required to pay all applicable taxes as required by law, outside of those taxes for which the Union County Improvement Authority is exempt.

Old Trailside Museum Sanitary Lift Station
452 New Providence Road, Mountainside, New Jersey

16.4.3 Delete Subparagraph 3.7.1 and substitute the following:

3.7.1.1. All fees and charges, including engineer review charges are the responsibility of the Contractor for the Work in question. The Contractor is responsible for procuring all permits required by the Bidding and Contract Requirements and by law.

3.7.1.2 If a permit fee is required, the Contractor shall pay the fee s and be reimbursed by the Owner upon presentation of receipt for same for the cost of the fee only.

3.7.1.3 If a fee is required for any utilities connection, the Contractor shall pay the fee and be reimbursed by the Owner upon presentation of a receipt for same for the fee only. .

16.4.5 Add the following under Subparagraph 3.12.8:

3.12.8.1 Work performed contrary to this procedure shall be at the risk and expense of the Contractor. All shop drawings used for fabrication and erection shall be those approved by the Architect, without change. If change is found to be necessary on any approved shop drawing, product data or sample, it shall be resubmitted for record purposes only.

Add the following under Paragraph 3.12.6

3.12.6.1 All shop drawings shall be submitted within 90 calendar days of the Notice to Proceed, unless required earlier for the progress of the project. No monthly Applications for Payment will be processed thereafter until all shop drawings have been submitted.

16.5 INTENTIONALLY OMITTED

16.6 MODIFICATIONS OF ARTICLE 5. SUBCONTRACTORS

16.6.1 Delete Subparagraph 5.2.1 in its entirety and insert the following:

5.2.1 Within 15 days after Notice to Proceed, the Contractor shall furnish to the Construction Manager in writing for review by the Owner, Construction Manager, and the Architect, a list of the names of all Subcontractors, Sub-subcontractors, fabricators, manufacturers, sources of supply, articles, devices, fixtures, pieces of equipment, materials and processes proposed for each item of Work on List of Subcontractors, AIA Document G805. The Construction Manager will promptly notify the Contractor in writing if either the Owner, Construction Manager or Architect, after due investigation, has reasonable objection to any names on such list. Failure of the Owner, Construction Manager, and Architect to make objection within 10 working days to any name on the list shall constitute acceptance of such name.

5.2.1.1 In submitting the names of Subcontractors, the Contractor shall list 1) the extent or limitations of the trades or work included by Specifications paragraph number, 2) the name and address of the Subcontractor, 3) the name and address of all Sub-subcontractors for each significant subdivision of the trade or work, and if required by the Construction Manager, 4) reference in the form of a list of at least 3 jobs similar in size and quality to this Project performed in the last 5 years, with name and location of work, dollar value and names of the Owner and Architect.

5.2.1.2 In submitting sources of supply of materials, articles and pieces of equipment including those under subcontracts and sub-subcontracts, the Contractor shall list 1) the extent or limitations of the trades or work included by Specifications paragraph number 2) the name and address of the source of supply 3) the name of the manufacturer of the items.

16.7 MODIFICATION OF ARTICLE 8. TIME

16.7.1 Add the following Paragraph under Article 8:

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8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 The Owner shall have right to defer the beginning or to suspend the whole or any part of the Work herein Contracted to be done whenever, in the opinion of the Architect/Engineer, it may be necessary or expedient for the Owner to do so. If the Contractor is delayed in completion of the Work by any act or neglect or default of the Owner or of any other Contractor employed by the Owner, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the Contractor's control or by any cause which the Architect/Construction Manager shall decide to justify the delay, then for all such delays and suspensions the Contractor shall be allowed one day additional to the time limitations herein stated for each and every day of such delay so caused in the completion of the Work, the same to be ascertained solely by the Architect/Construction Manager, and a similar allowance of extra time will be made for such delays as the Architect/Construction Manager may find to have been caused by the Owner.

- (1) No such extensions of time shall be made for any one or more delays unless within 24 hours after the beginning of such delays a written request for additional time shall be filed with the Architect/Construction Manager. In case of a continuing cause of delay, only one request is necessary.
- (2) No claim for damages or any claim other than for extensions for time as herein provided shall be made or asserted against the Owner/Architect /Construction Manager by reason of any of the delays herein mentioned.
- (3) Anything contained in the Contract to the contrary notwithstanding, the Contractor shall not be entitled to damages or extra compensation.

8.3.4 Where the cause of delay is due to weather conditions, extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term "historical data" as used in the preceding sentence shall be construed according to this formula: Average rainfall (or snow or low temperature) for the past five years for the month in question, plus 10 percent. In other words, weather is not deemed to be unusually severe unless it is 10 percent worse than the average for that month over the last five years.

8.3.5. Apart from extension of time, and notwithstanding anything to the contrary in the General Conditions, no payment or allowance of any kind shall be made to the Contractor as compensation for damages on account of hindrance or delay from any cause in the progress of the Work, whether such delay be avoidable or unavoidable, unless such delay is caused solely by the act(s) of the Owner. The Contractor agrees that he will make no claim for compensation, damages for any such delays, and will accept in full satisfaction for such delays said extension of time.

8.4 COMPLETION AND LIQUIDATED DAMAGES

8.4.1 The Contractor shall substantially complete all the Work included in the Contract Documents ready for the Owner's utilization and occupancy as defined in Subparagraphs 8.1.3 of the General Conditions within the time stated in these Documents subject to extensions of Contract time as provided in Paragraph 8.3 of the General Conditions.

8.4.2 Pursuant to the provisions of Subparagraph 8.4.1, for each calendar day delay in said completion, the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, the sum noted in Section 1.32 of the Request for Bids, and each Contractor and his surety shall be liable for the amount thereof.

8.4.3 Any delay attributable to lack of coordination or cooperation by or between the Contractor and his Subcontractors will not be recognized by the Owner as the basis for any claim for increase in the Contract Sum, but shall be settled as provided in Paragraph 6.2 of the General and Supplementary Conditions.

8.4.4 In the event of the failure of the Contractor to complete the said Work within the time stated in his

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proposal, the Contractor shall be liable to the Owner in the sum listed in these documents for each calendar day that the Work shall be and remain in an incomplete state of construction, alteration or repair, as the case may be, and for added administrative and inspection costs to the Owner on account of delay. The liquidated damages provided for herein shall not prevent the Owner, in the alternative, from seeking other consequential losses or damages that the Owner may incur by reason of such delay, such as, but not limited to, added costs of the project and the cost of furnishing temporary services, if any. Any such sums for which the Contractor is liable may be deducted by the Owner from any monies owed to the Contractor.

8.4.5 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the Contract are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

8.4.5.1 The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time stated in the Bidding and Contract Requirements and the Contractor's proposal.

8.4.6 If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work.

8.4.6.1 Liquidated Damages in the amount set forth in the Bidding and Contract Requirements is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain for such breach, and said amount is agreed to be the amount of damages the Owner would sustain. Liquidated Damaged shall be retained from time to time by the Owner from current periodical estimates.

8.4.6.2 The Contractor shall not be charged with liquidated damages or any excess cost if the Owner has determined that the Contractor is without fault and the Contractor's reasons for a request for an extension of time are acceptable to the Owner. The Contractor shall not be charged with liquidated damages of any excess cost when the delay in the completion of the Work is due to:

- a. any preference, priority or allocation order duly issued by the Owner;
- b. unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner which acts are contrary to the terms of such contract, fires, floods, epidemics, quarantine restrictions, freight embargoes, and severe weather; as defined herein, and
- c. any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:
- d. provided, further, that the Contractor shall, within 24 hours from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing of the causes of the delay. The Owner shall first ascertain the facts and extent of the delay and notify the Contractor within a reasonable time that good cause has been shown to warrant the granting of an extension.

8.4.7. It is further agreed that time is of the essence of each and every portion of this Contract and the specifications wherein a definite and certain length of time is fixed for performance of any act whatsoever. In the event additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract.

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8.4.7.1 If job progress has been adversely affected by the unexcused non-attendance of the Contractor at a scheduled job meeting of which he has been duly notified, such adverse effect shall be considered as job delay, the Contractor shall be subject to payment of damages to the Owner in an amount not to exceed \$100.00 for each occurrence.

16.8 MODIFICATIONS OF ARTICLE 9. PAYMENTS AND COMPLETION

16.8.1 Delete Subparagraph 9.3.2 in its entirety and insert the following:

9.3.2 Payments on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing, will be made by the Owner subject to the following conditions:

9.3.2.1 Such materials or equipment shall have been fabricated or assembled specifically for the Project and delivered to storage no earlier than needed for the orderly progress of the Work as demonstrated by the Progress Schedule.

9.3.2.2 Title to such materials or equipment shall pass to the Owner pursuant to the Contractor's bill of sale which shall contain guarantee of replacement thereof in the event of damage thereto or disappearance thereof due to any cause. The Contractor shall also affirm that he will pay for such materials or equipment immediately upon receipt of payment therefor from the Owner.

9.3.2.3 In the case of offsite storage, the Contractor shall also provide consent of Surety to such payment and insurance of such materials or equipment against the perils set forth in Subparagraph 11.3.1 of the General Conditions both while storage and during transportation to the site.

9.3.2.4 Raw materials or other materials or equipment readily duplicated or usable on other projects will be paid for only after the materials are incorporated in the construction.

16.8.2 Add the following under Subparagraph to 9.4.1.

9.4.1.1 Until final completion of the entire Project, the Owner shall retain 2% of the amount due to Contractor on account of progress payments, until all Releases, Guarantees, Warranties, Record Documents, Certificates of Inspection of Governing Authorities, Maintenance Manuals, Certifications, etc., are delivered to the Architect at the end of the entire Contract.

16.8.3 Add the following under Subparagraph t 9.9.1

9.9.1.1 The Owner reserves the right to occupy any portion of the Project which is ready for occupancy prior to completion and acceptance of the Project, so long as all required governmental permits have been obtained.

9.9.1.2 The occupancy of any portion of the Project does not waive the Owner's right to liquidated damages or constitute the Owner's acceptance of any Work, as the Project will be accepted as a whole and not in units. Prior to partial occupancy, the Architect, a representative of the Owner, and the Contractor shall fully inspect the portions of the Project to be occupied, and prepare a complete list of omissions of materials, faulty workmanship, and items to be repaired, torn out, or replaced. The Owner shall assume responsibility for damage to the premises so occupied of any items not on the aforesaid list when such damage is due to greater than normal wear and tear; however, the Owner shall not assume responsibility for improper, omitted, or defective workmanship or materials.

16.9 MODIFICATIONS OF ARTICLE 11. INSURANCE AND BONDS

ARTICLE 11 – INSURANCE AND BONDS

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Delete 11.1, 11.2, 11.3, and 11.4 in their entirety and substitute the following:

Note: 1.5, Bonding, in AIA Document A20, should be retained unless the Owner wishes to use alternative wording.

11.1 - General Insurance Requirements

11.1.1 The Contractor shall not commence the Work until the Contractor has obtained, at the Contractor's own expense, all of the insurance required hereunder and such insurance has been approved by the Owner; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been obtained and approved by the Contractor. The Owner shall approve the insurance required of the Contractor only upon the Contractor's submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owner's request, certified copies of the required insurance policies.

11.1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and for one year after final acceptance of the Project by Owner in accordance with 11.3.1.1.iv hereof. Original certificates signed by authorized representatives of the insurers or, at the Owner's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for one year after final acceptance of the Project by Owner.

11.1.3 During the term of the Contract, the Contractor shall require all Subcontractors to maintain Contractor commercial general liability insurance, business auto liability insurance, workers compensation insurance, and employers liability insurance, (and umbrella excess or excess liability insurance) to the same extent required of the Contractor in 11.3.1.1, 11.3.1.2 and 11.3.1.3 (and 11.3.1.4) unless any such requirement is expressly waived or amended by the Owner in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Owner immediately upon request.

11.1.4 All insurance policies required hereunder shall be endorsed to provide that the policy may not be cancelled, non-renewed or materially reduced in coverage until sixty (60) days prior written notice has been given to the Owner. Accordingly, the phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

11.1.5 No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

11.1.6 Not used.

11.1.7 All required insurance coverage must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Owner. The insurers must also have a policyholders' rating of "A" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Owner grants specific approval for an exception.

11.1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to Owner's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

11.1.9 Any and all return premiums and/or dividends for insurance coverage directly charged to the Owner by the Contractor in connection with this Contract shall belong to and be payable to the Owner.

11.1.10 If the Owner is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Owner, then the Contractor shall bear all costs properly attributable thereto.

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11.2 - Owner's Liability Insurance

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. In the alternative, and solely at the Owner's option, the Owner may self-insure its liability exposures.

11.3 - Contractor's Liability Insurance

11.3.1 The Contractor shall purchase and maintain the following insurance coverage to insure against claims which may arise out of or result from the Contractor's operations under the Contract, and for which the Contractor may be legally liable, whether such operations be by the Contractor or a Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.

11.3.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000 each occurrence;
\$1,000,000 personal and advertising injury;
\$2,000,000 general aggregate per project;
\$2,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per project basis;
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse, or underground (XCU) hazards.

11.3.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto; and
- ii. Automobile Contractual liability.

11.3.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or federal law, including "other states" coverage; employers liability insurance with minimum limits of:

\$100,000 each accident for bodily injury by accident;
\$100,000 each employee for bodily injury by disease; and
\$500,000 policy limit for bodily injury by disease.

11.3.1.4 Umbrella excess liability to be purchased by the Prime Contractors and Sub-Contractors

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with minimum limits:

Contractors:

(\$5,000,000) per occurrence:

(\$5,000,000) aggregate for other than products/completed operations and auto liability and

(\$5,000,000) products/completed operations aggregate.

Sub-contractor:

(\$1,000,000) per occurrence:

(\$1,000,000) aggregated for other than products/completed operations and auto liability and

(\$1,000,000) products/completed operations aggregate

and including all of the following coverage on the applicable schedule of underlying insurance:

i. Commercial general liability;

ii. Business auto liability; and

iii. Employers liability.

11.3.1.5 Owner, Union County Improvement Authority, and the County of Union, and their elected and appointed officials, officers, consultants, agents and employees (the "Insured Parties") shall be named as additional insured on the Contractors commercial general liability insured and umbrella excess or excess liability insurance policies with respect to liability arising out of the Contractors products, installation, and/or services products provided under this Contract. Such coverage shall extend to cover the additional insured for liability arising out of the following:

i Ongoing operations;

ii Owner's general supervision and/or services as provided by the Contractor under this Contract; and

iii Products and completed operations.

The commercial general liability policy and the umbrella liability or excess liability policies, if required herein, must include additional insured language in i., ii. and iii. as follows:

"This policy is amended to include as insured Owner (Union County Improvement Authority), the County of Union, and their elected and appointed officials, officers, consultants, agents and employees, but only for liability arising out of "your product" or "your work" for the Union County Improvement Authority by or for you."

Special Note: ISO forms GC 2009 and CG 2010 entitled, "Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization" (previously Forms A and B respectively) and CG 2033 entitled, "Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement with You" are not acceptable. A manuscript endorsement with the above wording is required. Copy of the endorsement is to be included with all certificates of insurance.

11.3.1.6 Insurance or self-insurance provided to the Insured Parties under any Contractor's liability insurance or self-insurance required herein, including, but not limited to, umbrella or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

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11.3.1.7 Insurance or self-insurance provided to the Insured Parties shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees shall be excess of and non-contributory with insurance or self-insurance provided to the Owner and Owner's elected and appointed officials, officers, consultants, agents and employees as specified herein.

11.3.1.8 Installation Floater All Risk form, on a replacement cost basis for supplies and materials until they have been inspected and approved by the Owner.

11.3.2 If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

11.3.2.1 The Contractor shall agree to provide certificates of insurance evidencing the above coverage for a period of one year after final payment of the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the Work under this Contract; or

11.3.2.2 The Contractor shall purchase, at its own expense, an extended (minimum two years) reporting period endorsement for each "claims made" policy in force as of the date of final acceptance. The Contractor shall provide evidence the purchase of an extended reporting period endorsement by means of certificate of insurance or a copy of the endorsement itself, which shall state a retroactive date no later than the beginning of the Work under this Contract.

11.3.3 Certificates of Insurance shall show the Certificate Holder as follows:

THE UNION COUNTY IMPROVEMENT AUTHORITY

10 ELIZABETHTOWN PLAZA – 5TH FLOOR

ELIZABETH, NEW JERSEY 07207 Certificates of Insurance that do not contain the above-stated Certificate Holder information will not be accepted by the Owner and may delay Contract approval.

INSURANCE SPECIFICATION ADDENDUM

Prior to Contractor submitting a Certificate of Insurance to the Owner, it is suggested that the Contractor check with their insurance agent to assure that the insurance company shown on their Certificate has a proper spread of risk, soundness of reinsurance, quality of assets, adequacy of loss reserves and experience of management which qualifies it to receive the A.M. Best Rate as described herein.

The insurance should be furnished by insurance companies with an "A:VII" or better as published in the most recent edition of Best Insurance Key Ratings and shall be authorized to conduct business in the State of New Jersey.

11.4 - Builders Risk Insurance (Owner to Purchase)

11.4.1 The insurance required by this Paragraph 11.4 is not intended to cover machinery, tools or equipment owned or rented by the Contractor, or its Subcontractors, which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor and its Subcontractors, shall, at their own expense, purchase and maintain property insurance coverage for owned, leased or rented machinery, tools or equipment. The Contractor, and its Subcontractors, hereby waive all rights against the Owner and its elected and appointed officials, officers, agents, employees and consultants for property damage to or loss of use of such machinery, tools or equipment to the extent that such property damage or loss of use is covered by the Contractor's or Subcontractor's property or equipment floater insurance or other similar property insurance maintained by the Contractor or its Subcontractors. The policies shall provide such waivers of subrogation by endorsement or otherwise.

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Note: 11.5, Bonding is to be retained unless the Owner wishes to use alternative means

16.9.2 Change paragraph 11.4 Performance Bond and Payment Bond to 11.5, change subparagraph 11.4.1 to 11.5.1, change subparagraph 11.4.2 to 11.5.2

16.9.3 Add the following under Paragraph 11.5:

11.5.3 The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

16.10 MODIFICATIONS OF ARTICLE 12. UNCOVERING AND CORRECTION OF WORK

16.10.1 Delete Subparagraph 12.1.1 in its entirety and insert the following:

12.1.1 If any portion of Work should be covered contrary to the instruction of the Architect or the Construction Manager, or to requirements specifically expressed in the Contract Documents, it shall, if required by the Owner, the Architect and the Construction Manager, be uncovered for observation, inspection, testing or approval, and the Work shall be replaced, as the case may be, at the Contractor's expense.

16.10.2 Add the following Subparagraph under Paragraph 12.2:

12.2.6 If, in the opinion of the Architect and the Construction Manager, the Contractor delays final completion of his work beyond a reasonable time after the Date of Substantial Completion of the Project to such extent that the period between the Date of Substantial Completion of the Project and the end of the guarantee period becomes less than eleven months, the start of the guarantee period shall be the date of the final Project Certificate of Payment in lieu of the Date of Substantial Completion of the Project.

16.11 MODIFICATIONS OF ARTICLE 13. MISCELLANEOUS PROVISIONS

16.11.1 Delete Subparagraph 13.5.1 in its entirety and insert the following:

13.5.1 The Owner, through a licensed independent testing agent and laboratory, shall conduct all tests, inspections and approvals of portions of the Work, as required by the Contract Documents and applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Except as provided in Section 13.5.1.1, and Section 15.2.1, the Owner shall bear the costs of such testing.

13.5.1.1 When Work has been installed contrary to any Contract requirement and the Contractor requests the privilege of testing in lieu of removal, such testing shall be at the Contractor's expense.

Delete Subparagraph 13.5.2. in its entirety

Subparagraph 13.5.3 becomes new Subparagraph 13.5.2.

Delete Subparagraphs 13.5.4., 13.5.5 and 13.5.6 in their entirety

16.12 MODIFICATIONS OF ARTICLE 15 CLAIMS AND DISPUTES

The following will take precedence over Article 15 CLAIMS AND DISPUTES:

- 1 General. All Claims asserted by the Contractor against the Authority shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59: I - I ct seq.
- 2 Notice of Claim. The Contractor shall file notice of its Claim on a form provided by the Authority, which form shall be completed in its entirety and signed by the Contractor. Incomplete forms will be rejected and have no effect.

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- 3 False Claims Liability. The Contractor shall be held liable and subject to all penalties and damages under the New Jersey False Claims Act. N.J.S.A. 2A:32C- I et seq., for any false or fraudulent Claim submitted to the Authority.
- 4 Review of Claims. The administrative process for review of Claims is sequential in nature and mandatory. The Authority's Claims procedure is composed of the following steps:
Step One: Review by the Authority
Step Two: Non-binding Mediation

Completion of the two (2) steps of Claims review is a mandatory prerequisite to the initiation of litigation by either Party.

- 5 Compliance with Claim Review Procedure. Each Claim will begin its review at Step One. A Claim will not proceed to the next step unless the Contractor submits a written objection to the prior step and requests that its Claim proceeds to the next step. If at any step in the process a Claim is resolved, the Contractor must sign a full and final release as to any and all matters arising from the Claim.
- 6 Step One: The Authority's Review.
- 6.1 The Contractor must provide to the CM and the Authority the required forms as required by this Section in order to begin the Authority's administrative process for the review of Claims. The Contractor shall also submit to the Authority all documentation supporting the Contractor's Claim. The documentation provided to the Authority will serve as the basis for evaluation of the Contractor's position regarding the Claim throughout Step One of the administrative process. The Contractor shall submit additional information upon request by the Authority. No formal action will be taken by the Authority unless and until the Authority receives complete Claim documentation from the Contractor.
- 6.2 Authority Review and Decision. At the option of the Authority, a meeting may be scheduled with the Contractor, the Authority and the CM to discuss the Claim. The Authority shall render its decision regarding the Claim in writing within thirty (30) Days of the receipt of the required forms and all supporting documentation or within thirty (30) Days of any meeting with the Contractor, the Authority and the CM, whichever is later. This time limit may be extended by mutual agreement of the Parties. The Contractor, within fifteen (15) Days of the receipt of the decision by the Authority, shall accept or reject the Authority's decision in writing. If the Contractor neither accepts nor rejects in writing the Authority's decision within fifteen (15) Days, the Claim will be considered withdrawn from the administrative process and there will be no further administrative remedy available to the Contractor for the subject Claim.
- 7 Step Two: Non-Binding Mediation. If the Contractor rejects in writing the decision of the Authority, there is no further automatic administrative review of the Claim. Within fifteen (15) Days after issuance of a Certificate of Occupancy or Certificate of Acceptance for this Project, the Contractor may request in writing that any or all outstanding Claims regarding this Project, which include any or all Claims that have been processed through Step One of the Claim resolution process, and that were neither withdrawn nor considered withdrawn from the process be submitted to Step Two, non-binding mediation. Such request shall be sent to the Authority and shall specifically identify which Claim(s) are to be submitted to Step Two. Any Claim not specifically identified shall be deemed withdrawn. No Claim will proceed automatically to Step Two and the Contractor must make a specific written request that the Claim be elevated to Step Two. Step Two will not be available until after the issuance of a Certificate of Occupancy or Certificate of Acceptance, unless an earlier time for submission of the Claim to Step Two is agreed to by the Contractor and the Authority. The cost of non-binding mediation shall be shared equally by the Contractor and the Authority. The mediator shall be selected by the Authority, with the concurrence of the Contractor. The rules for the mediation shall be agreed to by the Authority, the Contractor and the mediator prior to the start of the mediation. The mediation will not proceed, however, if the Parties fail to agree on the rules for the mediation, in which case Step Two will be deemed complete.

16.12.1 Delete Paragraph 15.3.2 in its entirety and insert the following:

15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties agree otherwise, shall be conducted by a mediator chosen by the parties. The mediator shall conduct the mediation in accordance with the rules of the American Arbitration Association, unless the parties agree otherwise. A party's request for mediation shall be made in writing to the other party.

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16.12.2 Delete Paragraph 15.4 in its entirety and add the following:

15.3.4 In the event the parties are unable to mediate a Claim(s) to conclusion, either party may proceed to litigate the Claim(s) in any court of competent jurisdiction in the State of New Jersey.

END OF SUPPLEMENTARY CONDITIONS

**UNION COUNTY IMPROVEMENT AUTHORITY
Old Trailside Museum Sanitary Lift Station
452 New Providence Road, Mountainside, New Jersey**

GENERAL SPECIFICATIONS

1. LABOR AND MATERIALS

The prices shall cover all costs of any nature incident to and growing out of the Work, including all labor, material, equipment, transportation, loss by damage or destruction of the Project, settlement of damages, and for replacement of defective work or materials. N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the UCIA from sales or use taxes and should not be included in the prices provided on the Bid Form.

When applicable, The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended, and Supplemental Specifications for State Aid Projects, herein after referred to as the "Standard Specifications", are made a part of these specifications and contract for the improvements, and will govern the construction of this Project, the material used and the execution of this Project, except as revised and modified herein. The references to the foregoing specifications are given herein for the purpose of aiding in the rapid location of the description of the various items herein specified.

2. GUARANTEE AGAINST DEFECTIVE WORK

Prior to final payment being made or before the release of the Performance/Payment Bond required by Section 1.10 of the Request for Bids, the Contractor and Surety shall execute and deliver to the Owner an original Maintenance Bond with an original signature and seal having a penal sum equal to:

- A) One hundred percent (100%) of the final adjusted Contract amount, if such amount is \$50,000.00 or less;
- B) Fifty percent (50%) of the final adjusted Contract amount, if such amount be greater than \$50,000.00 but less than \$250,000.00; and,
- C) Twenty-five percent (25%) of the final adjusted contract amount, if such amount is \$250,000.00 or more.

The Bond and Surety shall be satisfactory to the UCIA. The Surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995 c.384, codified as N.J.S.A. 2A:44-143, 144. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A: 44-143, 144, shall be attached to the Bond. Such Maintenance Bond shall remain in full force and effect for a period of one (1) year from the date of Final Completion. Such Maintenance Bond shall also provide that the Contractor and the Surety guarantee to replace for the said period of one (1) year from the date of Final Completion, all Work performed and/or all materials furnished that were not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent

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before the expiration of one (1) year. If, during that period, any part of the Project, in the judgment of the Engineer, is found defective, the Contractor will repair or replace same within five (5) days of receipt of notice from the Owner. If the Contractor refuses or neglects to do such Work in the time specified, the Owner may have the Work done by others and the Contractor or his Surety thereof will pay the cost.

The Contractor will furnish the Owner a Maintenance Bond for a percentage of the final adjusted contract price, as stated above. The one (1) year period will start the day of Final Completion of Project by the Owner. Final payment is conditional on the receipt of a maintenance bond in a form acceptable to the Owner.

3. LINES AND GRADES

Normally, horizontal and vertical control points will be provided in the technical specifications. All other surveying will be the responsibility of the Contractor unless otherwise noted.

**4. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS
(NJ Prompt Payment Act)**

Pursuant to NJSA 2A:30A-1 et. seq., payment to the Contractor, other than for Work done pursuant to a contract allowance, where applicable, shall be processed and paid as follows:

1. All contractor bills shall be either approved for payment, or notice provided as to why the bill or any portion of it will not be approved by the representative(s) of the governing body no later than the next scheduled public meeting of the UCIA following 20 calendar days of the billing date as defined in the statute.
2. If the billing is approved at such meeting, said bill shall be paid in the UCIA's subsequent payment cycle.

5. STOPPING WORK ON ACCOUNT OF BAD WEATHER

Work must only be performed in weather suitable for the type of construction planned or underway. Extremes in temperature, humidity, precipitation, evaporation, etc. can detrimentally affect the constructed product. Refer to manufacturer's product data installation requirements.

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6. ACCESS FOR OTHER CONTRACTORS

The Contractor for this Work shall give proper access to other contractors who may be employed upon the Project and must not hinder or delay unnecessarily any Work that may be progressing under other contracts.

7. REJECTED MATERIALS AND WORK

Any materials and or part of the Work that may be rejected by the Owner shall be removed and replaced by the Contractor or otherwise rectified, as may be directed by the Owner. No payment will be made upon the Work until such faulty work has been made good as may be directed. In the event the Contractor refuses or neglects to make good such faulty work, he will be deemed to have abandoned the contract and proceedings may be taken against him as provided herein.

8. SAFETY

The Contractor shall observe all rules and regulations of the federal, State, and local health officials. Attention is directed to federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit to the site, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall make available to the Contractor's employees, subcontractors, the Owner, and the public, all information pursuant to OSHA 29 CFR Part 1926.59 of The Hazard Communication Standard 29 CFR 1910.1200, and shall also maintain a file on each job site containing all Material Safety Data Sheets (MSDS) for products in use at the Project. These Material Safety Data Sheets shall be made available to the Engineer upon request.

The Contractor shall at all times conduct the Work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Commerce shall be observed.

9. MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS

Any Work, material, or method, not specifically described in these specifications, but shown upon the plans of the Work, shall be carried out as shown on said plan.

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10. PERMITS

The Contractor shall obtain all necessary permits required by law and provide the Owner with necessary approvals prior to commencement of permitted Work.

11. PROGRESS PAYMENTS

In the event of any conflict between this Paragraph 11 of the General Specifications and Section 01290 – PAYMENT PROCEDURES, the latter shall control. Monthly progress payments will be made based on the value of labor and materials incorporated in the Work and of materials suitably stored at the site. An itemized schedule of values shall be submitted with each Application for Payment.

In accordance with N.J.S.A. 40A:11-16.3, Contractor agrees that Owner shall withhold 2% of the amount due on each progress payment pending completion of the contract.

All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, and affidavit(s) by Subcontractors whose Work was included in the next to the last application to the effect such Work and such materials have been paid for.

All Applications shall require the Certified Payroll to be uploaded to the “NJ Wage Hub” and hard copies supplied to the UCIA in support of each Payment Application submitted.

No payment shall be made without Contractor having provided all submittals set forth in this Section, and the approval of same by the Owner.

For contracts exceeding \$100,000.00, monthly payments will be made on the Work to the extent of 98% of the value of the Work done which is considered to be retainage.

For contracts less than \$100,000.00, monthly payments will be on the Work to the extent of 90% of the value of the Work done. In lieu of the retainage, the Contractor will, at his/her/its option, deposit with the Owner negotiable bearer bonds of the State of New Jersey or any political subdivision thereof, equal to the amount otherwise withheld as retainage.

When the Project is completed, the final cost of the Project will be based on actual quantities of authorized Work done under each item scheduled in the bidding sheet and approved Change Orders, if any. The money due to the Contractor as determined by said final certificate after deduction of previous monthly payments on account, will be paid to the Contractor in accordance with the terms of the contract dealing with Prompt Payment, providing, however that before such final payment is made, all outstanding claims against the Contractor must be satisfied. Before final payment is released, the Contractor must furnish: a) Maintenance Bond; b) Certification of Compliance, New Jersey Prevailing Wage Act; and c) General Release in a form satisfactory to Owner Counsel; d) complete set of as-

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built plans in the latest AutoCad on compact disc; and e) a complete set of in-progress photos in jpg, jpeg, or bmp digital format on a compact disc, and must comply with the Final Payment Application requirements under Section 01290, "Payment Procedures. "

12. INSPECTION

The Work must be done in accordance with the plans and specifications, and will be inspected by the Owner. An inspector may be placed upon the Work at any time by the Owner to see that the plans, specifications, and instructions of the Owner are carried out.

13. UTILITIES

Attention of the bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the Work are shown on the plans and described herein. The accuracy and completeness of this information is not guaranteed by the Owner and the bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor shall not proceed with his/her/its Work until he/she/it has made diligent inquiries of all public utility and municipal officials to determine the exact location of all underground structures and pipes within the site of the Project. The Contractor shall notify utility owners not less than ten (10) days in advance of the time he/she/it proposes to perform any Work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the Work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the Owner. The Contractor shall, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final acceptance of the Work.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the Project as planned, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the Work in order to relocate or protect their facilities and not hinder or delay unnecessarily the Work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or for the performance of any Work in connection with the moving of said structures unless the Contractor is specifically ordered by the Owner to furnish such materials, equipment, or services. If directed by the Owner to do any Work or furnish any materials or equipment, payment will be allowed the Contractor in accordance with the unit prices bid for such Work, or, if such items are not scheduled in the proposal, such Work shall be allowed "Supplemental Work" as provided in Article 7, Changes in the Work, of the General Conditions of the Contract (AIA Document A232 – 2009). The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers are listed in the beginning of the Technical Specifications.

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14. MATERIAL COMPLIANCE AND SHOP DRAWINGS

The Contractor shall require the manufacturer or supplier to furnish three (3) copies of manufacturer's product data with each delivery of materials, components and manufactured items for the Project. Two (2) copies will be furnished to the Owner; one copy will be retained by the Contractor. Manufacturer's product data shall be accompanied by the following information:

1. Project to which material is consigned;
2. Name of the Contractor to which the material is supplied;
3. Kind of material supplied;
4. Quantity of material represented by the Certificate;
5. Means of identifying the consignment, such as label marking, seal number, etc.;
6. Date and method of shipment;
7. That the material is in conformity with the pertinent specifications stated in the certificate; and
8. Signature of a person having legal authority to bind the supplier.

The Contractor shall submit to the Owner for its approval five (5) copies of complete and fully detailed shop or working drawings for those work items requiring submission as identified in each of the Divisions of work within the technical specifications.

Each drawing shall identify the name of the job, location and Contractor. Contractor is referred to Section 01330, Article 2.1C, SHOP DRAWINGS, for specific requirements. In the event of a conflict between this Paragraph 14 of the General Specifications and Section 01330, Article 2.1C, the latter shall control.

All drawings will be approved in accordance with the technical specifications. Refer to the Technical Specifications for specific items.

15. PRECONSTRUCTION

In order to provide full coordination of this Project among the parties concerned, the Owner will arrange for a preconstruction meeting between the Contractor, Owner and other interested parties as soon as possible after the contract is executed. At this meeting the Contractor will present his proposed schedule of Work which shall be subject to review and approval of the Owner through its designated representatives.

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16. NEW JERSEY SALES AND USE TAX REQUIREMENTS,

Contractors are required to comply with the following:

New Jersey Sales and Use Tax Requirements: All contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (NJSA 54:32B-1 et, seq.), regardless of whether the tangible personal property is intended for a contract with the contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. NJSA 52:32-44(g)(3).

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END OF GENERAL SPECIFICATIONS

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SPECIAL CONDITIONS

1. DEFINITIONS

- a) OWNER: Union County Improvement Authority (UCIA)
- b) PROJECT SITE: Trailside Nature and Science Center Sensory Trail
452 New Providence Road, Mountainside, New Jersey
- c) PROJECT TITLE: Old Trailside Museum Sanitary Lift Station
- d) ENGINEER: **Pennoni Associates, Inc.**
1085 Raymond Boulevard, Suite 2102
Newark, New Jersey 07102
Telephone: (973) 265-9775
- e) EXECUTIVE DIRECTOR: Dr. Bibi Taylor
- f) INSPECTOR: An authorized representative of the UCIA Executive Director assigned to make all necessary inspections of the work performed by the Contractor.
- g) PRONOUNS: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- h) PERSON: Any individual, partnership, society, association, joint company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals.
- i) OR EQUAL: Whenever in the technical specifications and Plans, any particular brand, make of materials, device, or piece of equipment is shown or specified, such brand make of material or device or piece of equipment shall be regarded merely as a standard and the expression "or equal" shall apply to the same extent as if it is being written therein in full. If two or more brands, make of materials, devices, or pieces of equipment are shown as specified, each is to be regarded as the equal of the other. Any other brand, make of material, device or piece of equipment which, in the opinion of the Architect, is the recognized equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, will be accepted, subject to the submission process described at Section 01600.
- j) BIDDER: Any person who submits a Proposal upon the project described in the Invitation for Bids
- l) BID DOCUMENTS: The Bid Documents, sometimes referred to as the "plans and specifications," shall mean and include the following:
1. Legal Documents (Notice to Bidders; Instructions to

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Bidders; Bid Forms; AIA Standard Contract; AIA General Conditions of Contract; Supplementary Conditions of the Contract; NJ Prevailing Wage Determination

2. General Specifications
3. Special Conditions
4. Division 01 General Requirements
5. Division 02 through 14; 21 through 23; 26; 28 and 31 through 33 Specifications
6. Addenda, if any
7. Plans and Drawings
8. Clarifications to Plans or Specifications

- k) **CONTRACTOR:** The person whose proposal shall be accepted by the Owner and who shall thereafter enter into a formal Contract with the Owner to furnish the materials and do the work as bid upon.
- l) **SUBCONTRACTOR:** A person supplying material, labor, equipment and appurtenances for work at the site of the project. Such person has contractual relations with the Contractor, but not with the Owner.
- m) **PRINCIPAL:** When used in the Bid Bond, the word Principal means the same as the word Bidder. When used in the Performance Bond, the word Principal means the same as the word Contractor.
- n) **SURETY:** The corporation or individual, bound by the Performance Bond, with and for the Contractor and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the Work for which the Contract has been made, and for his payment of all debts pertaining thereto.
- o) **CONTRACT** The Contract Documents DOCUMENTS shall be those documents enumerated in the Standard Form of Agreement (AIA Document A132-2019 CMA), and shall include the Bid Documents and the successful bidder's proposal:
- p) **WORK:** All the work to be performed by the Contractor in the fulfillment of the contract, including all necessary materials, labor, equipment and transportation, as described in the Contract Documents for the contemplated improvement.
- q) **SCOPE OF WORK:** The specified work, improvement or job, to which these Contract Documents apply, as described in the Contract.
- r) **PLANS:** The prints of the drawings which show the location, character, dimensions and details of the Work to be done and which are to be considered part of the Contract Documents, the same as though attached thereto.
- s) **NOTICE TO PROCEED:** The official letter from the Owner to the successful Bidder, notifying him that he has been awarded the Contract.

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- t) **SUBSTANTIAL COMPLETION:** Date when a certificate of occupancy or temporary certificate of occupancy is issued, allowing the building to be occupied by the owner.
- u) **DATE OF FINAL ACCEPTANCE:** The date the Owner accepts the completed Work and authorizes final payment therefor.

2. CORRELATION, INTENT AND INTERPRETATION OF THE CONTRACT DOCUMENTS

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor for the benefit of the Owner. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. Performance by the Contractor (and its sub-contractors, consultants, agents and those acting on the Contractor's behalf), shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results, and in accordance with the priority established by Paragraph 10 of these Special Conditions. Any ambiguities in or conflicts between any of the Contract Documents shall be resolved in favor of the Owner, including, without limitation, Owner's design intent, and the rights, remedies and protections to which the Owner is entitled. In the event of a discrepancy and/or ambiguity between or among any Contract Documents, the document that provides greater rights, remedies or protections to the Owner shall govern, as determined by the Owner.

3. INTENT OF CONTRACT

The contract includes, but is not necessarily limited to, Demolition and Clearing Site, General Construction Work, Sanitary Sewer Work, Electrical Work, Generator Installation. All labor and equipment shall be provided as necessary to satisfactorily complete all work within the project as specified within the Contract Documents. The contractor shall be responsible for investigating existing conditions on the site and shall be responsible for doing whatever is required to keep the site fully operational without any adverse impact on the existing facilities on site.

This is a lump sum contract for all work. Each **contractor** or **subcontractor** shall refer to **ALL** drawings to completely familiarize him/herself with the work.

4. NO PRODUCT OR MANUFACTURER SPECIFIED

Whenever in the Division specifications a manufacturer or product is listed, it shall mean that it includes but is not limited to such manufacturer or product

5. TEMPORARY FIELD OFFICE

The Contractor shall set up a field office on site as specified in Division 01 Section "Temporary Facilities."

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6. PROJECT COORDINATION

Throughout the project, the Contractor shall coordinate all activities with the CM as well as the UCIA staff and with department heads affected by the work taking place, in an effort to cause the least amount of disturbance to the daily operations of those departments.

7. PROJECT SITE, BUILDING LIMITATIONS AND JOB CONDITIONS

The Contractor shall cause the least amount of disruption to the operations, the facility operations, the personnel and visitors to the Project Site and existing facilities on the Project Site.

The Contractor shall be aware that the existing **Trailside Nature and Science Center Building** will be occupied for the entire duration of the construction period and in full operation at all times with exception of the consecutive (20) business day shutdown (inclusive of State and Federal Holidays) provided to the contractor for specific scopes of work, Contractor shall maintain security during construction. Construction operations shall not impact in any way operations and the ability to quickly respond to emergencies. Proper security shall be coordinated with CM.

Phasing of the project must be coordinated with the **CM** as well as the Architect and Owner.

The Contractor shall schedule phasing and deliveries of materials from 7:00am-8:00am with the Building so as not to cause undue hardship to the Building Occupants or to the Building Occupant's operations and to ensure that no unsafe conditions are caused on the Project Site. Contractor shall also coordinate with the Owner for removal of demolition and construction debris, and a staging area for storage of materials.

Upon suspension of Work, at the end of the day or for protracted periods, the Contractor shall remove all rubbish and materials from the Work site to the approved storage/staging location. All road cuts, saw cuts, and trenches that may pose hazard to vehicular, pedestrian, or bicycle traffic, to include handicapped users, shall be filled to the surface of the roadway or sidewalk. At no time will steel plates or settled trenches be allowed at the daily suspension of Work, unless specifically approved by the Owner.

With respect to pedestrian traffic, the Contractor shall install signs restricting access of the general public and, as necessary, Trailside Nature and Science Center tenants/employees to the area of construction. The Contractor shall provide safe access to required areas and place physical barriers to restricted areas. These barriers may range from caution tape to actual barriers, at the direction of the Owner.

8. TRAFFIC AND STREET MAINTENANCE

The Work must be started and performed by the Contractor in such a manner as to minimize delays to the traveling public, students and pedestrians. It must be completed in a timely fashion, with little or no inconvenience to traffic, students and pedestrians, where such inconvenience may be avoided.

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Should the CM deem it expedient for the best interest of the Trailside Nature and Science Center Sensory Trail and Owner or for the safety of the public, the CM may concentrate the Work at specific places or may suspend the Work entirely for a period not to exceed seven (7) days, providing that, if necessary, the further suspension of the Work due to inclement weather will not be a detriment to the entire Work operation. Upon any suspension of Work, all unused materials shall be placed so as not to impede traffic and all rubbish shall be removed. Whenever a street is partially closed, the Contractor shall erect plainly worded signs announcing such fact, together with proper barricades at the nearest cross street upon each side of such obstruction and upon intersecting streets. Contractor shall also receive approval from the appropriate departments of Cranford.

All municipal, county, and state roadways shall remain open to traffic unless otherwise provided for in the technical specifications.

If modified traffic patterns are authorized in order to provide a safe working or traveling environment, the Contractor is responsible for providing all equipment, barrels, cones, signs, and barricades to implement the work zone and detours, unless otherwise specified in the technical specifications. All work zones and detours shall be established in accordance with the technical plans and specifications if provided or in strict compliance with the current version of the Manual for Uniform Traffic Control Devices (MUTCD). The Contractor shall obtain approval for these work zones and detour plans from the Municipal Police or applicable police agency and the Union County Bureau of Traffic Maintenance prior to implementation. Contractor shall pay for all required police safety officers during road construction work.

All traffic control plans shall provide for safe movement of vehicular, bicycle, and pedestrian traffic. Particular attention shall be given to requirements of the Americans with Disabilities Act.

No portion of any street or alleyway may be used for the storage of any materials or equipment without the approval of the Municipal Police or other applicable police agency. Sidewalks, gutters, drains, fire hydrants and private drives shall be maintained for their intended use unless specifically approved by the Owner.

Contractor shall coordinate the use of cranes or other hoisting equipment with Owner and local authorities so as to minimize disruptions on Project Site and adjoining streets. If use or blocking of streets is necessary, Contractor shall obtain and pay for required permits or approvals and pay all fees and police security officer/flagmen as required. Contractor shall provide all of the materials, tools, equipment and labor for cleaning the public streets, public sidewalks, roadways, alleys, driveways, etc., which are affected and/or disturbed by the Work.

Use of Traffic Control Officers shall be determined by the Owner in accordance with the provisions of N.J.S.A. 40A:11-23.1(c). If applicable to the Project, the Owner shall have provided an allowance for same as set forth in the Bid Form.

9. CONSTRUCTION SIGNS

The contractor shall install signs restricting access of the general public to the area of construction. As a minimum, they should state “**CONSTRUCTION AREA – NO ADMITTANCE**”. Restricted areas, however, shall not block public exit ways. Provide temporary signs as required where work is being phased.

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10. GUARANTEES AND WARRANTIES:

All guarantees and warranties shall start at the time a Certificate of Occupancy is issued, not at the time of start up of equipment. This applies to ALL equipment, systems and services of the building.

11. PRECEDENCE OF LARGE SCALE DETAILS AND DOCUMENTS

A. The general character of the detail work is shown on the drawings, but minor modifications may be made in large-scale details. Where the word "similar" occurs on the drawings, it shall be used in its general sense and not as meaning identical. All details shall be worked out in relation to their location and their connection to other parts of the work. On any drawings where a portion of the work is drawn out and the remainder is indicated in outline, the parts indicated in outline shall also apply to other like portions of the work. Where details are indicated by starting only, such details shall be continued throughout the courses or parts where it occurs and shall also apply to all other similar parts in the work unless otherwise noted. In case of differences between small and large- scale drawings, the larger scale drawings shall take precedence. Any discrepancies shall be referred to the Architect/Engineer before any work affected thereby has been performed.

B. Work specified but not shown on the drawings, or shown on the drawings but not specified, shall be considered as if indicated in both. In the event of conflict between various parts of the plans and specifications, the document shall take precedence in the following order: (1) for extent, sizes, quantity of work, and design intent, drawings shall govern over specifications; and (2) for quality of materials and workmanship, specifications shall govern over drawings. If there are conflicts between drawings, the Architect shall render a decision, which shall be final. The Contractor shall not increase the Contract price due to any interpretations made by the Architect.

12. THE BIDDER SHALL ALSO THOROUGHLY EXAMINE AND BECOME FAMILIAR WITH ALL BID DOCUMENTS.

The Bidder shall review all drawings for the project and not limit his/her/its bid to only work that is shown on drawings referenced for a Prime Contractor. The drawings are done so for ease of reference only and not intended to limit the work of the Contractor. If work is shown to be done on one drawing that usually requires work of another contractor or trade and is standard in the industry as such, then the contractor whose trade it is shall include the work in his/her/its bid. It is assumed to be reasonable since the contractor whose trade must do the work has reviewed and familiarized itself with the entire set of drawings and specifications, and therefore knew that it had to be furnished or hooked up and installed. Also if equipment is shown on one drawing but not shown as being hooked up on other drawings, the contractor whose trade usually does the hook up shall do so at no additional charge since he/she/it reviewed and familiarized himself/herself/itself with the entire set of drawings and therefore knew the equipment was there and it had to be hooked up. If steel work is shown on the architectural, but not on the structural, it still shall be provided since the steel subcontractor reviewed the entire set of drawings. By submitting a proposal, the Bidder covenants that he/she/it has carefully examined the complete set of Bid Documents, Addenda, if any, and the Site; and that from Bidder's investigation Bidder has satisfied himself/herself/itself as to the nature and location of the work, the phasing required for the work, the general and local conditions and all matters that may in any way affect the work or its performance and that as a result of such examination,

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Bidder fully understands the intent and purpose thereof, Bidder's obligations thereunder, and that Bidder will not make any claim for, or have any right to damages, because of a lack of any information.

13. CONSTRUCTION START AND DURATION

The Contractor shall begin construction and shall complete the work in/or before the time of completion set forth in the Bid Form (B-68), reference Section 01100 Summary for schedule and phasing duration requirements. Failure of the Contractor to begin construction activities within 20 days for any reason not approved by the Owner shall constitute a Contractor default for which the owner may take whatever action that is deemed appropriate under the contract. The Contractor shall include within his bid all costs associated with the coordination required between the various subcontractors to meet these dates.

END OF SPECIAL CONDITIONS SECTION

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Work restrictions.
- 4. Work Phasing
- 5. Specification and Drawing conventions.

- B. Related Requirements:

- 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
- 2. Division 01 Section "Execution" for coordination of Owner-installed products.

1.3 DEFINITIONS

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

1.4 PROJECT INFORMATION

- A. Project Identification: Old Trailside Museum Sanitary Lift Station.

- 1. Project Location: 452 New Providence Road, Mountainside, New Jersey.

- B. Owner Representative: RSC Architects

- 1. Representative: Jeffrey Schlecht
3 University Drive, Suite 600
Hackensack, NJ 07601
Telephone: 201-941-3040

- C. Engineer: Pennoni Associates, Inc.

- 1. Architect's Representative: Stephen Hoyt
1085 Raymond Boulevard, Suite 2102
Newark, NJ 07102
Telephone: 973-265-9775

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
1. Abandonment of Existing Septic Tanks, Septic Field, and Lateral Piping
 - a. The work consists of pumping and cleaning the existing tanks prior to providing drainage holes in the bottom of the tanks. Existing tank walls shall be collapsed or removed and resulting void shall be filled with clean sand. Existing septic field shall be abandoned in-place. Work shall include all excavation and restoration.
 2. Environmental One Sanitary Lift Station
 - a. The work consists of installation of an E-One, Model #WH484-92, lift station. Work shall include all excavation, base material, concrete ballast, and restoration.
 3. Sanitary Lateral Piping to Proposed E-One Lift Station
 - a. The work consists of removal of existing sanitary lateral to within 5' of the existing building and re-routing to the proposed lift station. Work shall include excavation and restoration of existing asphalt pavement.
 4. Sanitary Lateral Piping to Public Sanitary System
 - a. The work shall consist of installation of sanitary force main piping to the public sanitary sewer system. Connection to existing manhole and reconstruction of manhole shall be included. Work shall include all excavation and restoration of landscaping and asphalt pavement.
 5. Standby Emergency Generator
 - a. Work shall consist of installation of proposed Cummins natural gas emergency standby generator. Work shall include generator pad and natural gas connection, and power and signaling wiring from generator to proposed automatic transfer switch.
 6. Electrical
 - a. Work shall consist of installation of power and signaling wiring in RMC conduit from control/alarm panel to lift station, and installation of wall-mounted control/alarm panel. All excavation and restoration work shall be included.
- B. Type of Contract:
1. Project will be constructed under a single prime contract.

1.6 WORK RESTRICTIONS

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

1.7 SPECIFICATION AND DRAWING CONVENTIONS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 012100 - ALLOWANCES

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 governing allowances.
- B. Types of allowances include the following:
 - 1. Contingency allowances.
- C. Related Requirements:
 - 1. Division 01 Section "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.
- D. The work included in any accepted allowance is to be completed within the original activity milestone dates stated in these documents, as accepted at time of award. No additional time will be awarded to the Contractor as the result of an allowance being utilized.

1.3 DEFINITIONS

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. It is to be clearly understood that the Allowances are to be used for work beyond the Contractor's base scope of work and at the sole option of the Owner. It is the Contractor's responsibility to perform all work required to comply with the requirements of the Contract Documents and to deliver a complete project without the use of any allowances.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 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 markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost 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.

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.

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

- A. Allowance No. 1: Owner's contingency allowance of \$35,000.00.

END OF SECTION 012100

SECTION 012500 – “OR EQUAL” SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the acceptance of “Or Equal” substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: See this section
 - 2. Documentation: Show compliance with all specified requirements for “Or Equal” substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples.
 - f. Certificates and qualification data.

- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with current IBCNJ.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
4. Architect or his consultant will evaluate and render only one (1) decision on any "Or Equal" Substitution. Re-evaluation of any "Or Equal" Substitution will be paid for by the Contractor at a rate of \$155.00 dollars an hour for reimbursement to the Architect.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. If a product or material requires testing to evidence that it is an equivalent, engage a qualified testing agency to perform compatibility tests recommended by Architect.

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

- b. The contractor is responsible for all system accessories and required components necessary for the installation of requested “or equals” or substitutions.
 - c. Requested substitution provides sustainable design characteristics that specified product provided for achieving sustainable design prerequisites and credits.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
2. Additional Responsibilities: Contractor shall be responsible to compensate the Owner for Architect redesign and evaluation services, increased cost of other construction by Owner, and similar considerations due to Contractor’s requests for substitution.
- B. “Or Equal” Substitutions: Architect will consider requests for substitution if received within 21 days after the Notice of Contract Award. Requests received after the 21 days will be rejected by the Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided for achieving sustainable design prerequisites and credits.
 - c. Substitution request is fully documented and properly submitted. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - COMPENSATION (Not used)

END OF SECTION 012500

PROJECT NAME: _____
PENNONI PROJECT #: _____
CONTRACT NO. _____
SUBSTITUTION NO. _____

REQUEST FOR SUBSTITUTION / "OR EQUAL"

Submit a copy of this form for each requested substitution within 21 days after Notice of Contract Award. Fill in all blanks, check all boxes that apply and attach all necessary supporting data.

Specified Item: _____

Specification Section(s)/Paragraph(s): _____

Drawing Number(s): _____

Proposed Substitute: _____

(include, as applicable, manufacturer's name & address, trade name & model number of product and name of fabricator or supplier)

Reason for Proposed Substitution: _____

Net Change to Contract Sum: No Change Deduct \$ _____ Add \$ _____

Change to Contract Time: No Change _____ Days

The following required supporting documents are attached (Check all that apply):

Complete Product Data

Detailed Itemized comparison of all properties of proposed product vs. the specified product. All information required is the responsibility of the contractor.

List of other projects on which proposed has been used, with project name, design professionals name and owner contact.

List of maintenance services and replacement materials available.

Statement of effect of substitution on construction schedule.

Description of change that will be required in other work or products if substitute product is approved.

FOR SUBSTITUTION REQUEST

The undersigned testifies that he/she:

- Is submitting this substitution request within the limits set forth in the Contract Documents.
- Has investigated the proposed product and determined that it is equal or better than the specified product.
- Will provide the same warranty for the proposed product as for the specified product.
- Will coordinate installation and make other changes as required for the work to be complete in all respects, including: (a) redesign and (b) additional components and capacity required by other work affected by the change.
- Waives all claims for additional costs for evaluation of the substitution request, redesign if required, and reapproval by authorities having jurisdiction, if required.
- Will reimburse the Architect for additional costs for evaluation of the substitution request, redesign if required, and reapproval by authorities having jurisdiction, if required.

Contractor's Signature: _____

Typed or Printed Name: _____

Title: _____

Company: _____

Address: _____

Phone Number: _____

Owner Approval: _____ Date: _____

RSC Architects Approval: _____ Date: _____

Consulting Engineer Approval: _____ Date: _____

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 MINOR CHANGES IN THE WORK

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

1.4 CHANGE ORDER PROCEDURES

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

1.5 CONSTRUCTION CHANGE DIRECTIVE

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

1.6 PROPOSAL REQUESTS

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

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

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

1.5 APPLICATIONS FOR PAYMENT

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

2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: At the sole option of the Owner, payments may be made for materials stored off site. If this billing is permitted, include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored on-site, but not yet installed.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner's Representative, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner's Representative and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Progress meetings.
 - 5. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's Representative property.

1.1 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of demolition coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Provide a plan that shows the project site logistics including staging and work areas, traffic routes, crane access, contract limits, entry/exit points, contractor parking, temporary fencing, signage, phasing, etc.
 - c. Coordinate the addition of trade-specific information to the demolition coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
- B. Coordination Digital Data Files: Prepare coordination digital data files in accordance with the following requirements:
 - 1. File Preparation Format: Same digital data software program, version, and operating system as the original Drawings.
 - 2. File Preparation Format: DWG, Version AutoCad, operating in Microsoft Windows operating system.

3. File Submittal Format: Submit or post coordination drawing files using format same as file preparation format and Portable Data File (PDF) format.

1.2 KEY PERSONNEL

- A. Key Personnel Names: Within twenty (20) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.3 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Engineer will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Engineer.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. Engineer's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
 1. The following RFIs will be returned without action:

- a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Engineer's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within five (5) days of receipt of the RFI response.
- D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within five (5) days if Contractor disagrees with response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log to keep track of RFI's is required. Include the following: [Software log with not less than the following:]
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- 1.4 PROJECT MEETINGS
- A. General: Contractor will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Architect, within four (4) days of the meeting.
- B. Preconstruction Conference: Contractor will schedule and conduct, a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than fifteen (15) days after execution of the Agreement.
1. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

- C. Project Closeout Conference: Contractor will schedule and conduct a Project closeout conference, at a time convenient to Owner's Representative and Engineer, but no later than ninety (90) days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Requirements for demonstration and training.
 - d. Preparation of Contractor's punch list.
 - e. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - f. Submittal procedures.
 - g. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- D. Progress Meetings: Contractor will conduct progress meetings at bi-monthly interval.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Start-up construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Field condition reports.
 - 6. Special reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Start-up construction schedule.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. Daily Construction Reports: Submit at weekly intervals.

- E. Field Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion and final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 2. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 3. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed and Substantial, with Punchlist and Final Completion.
- D. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

2.2 START-UP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within 14 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within 30 days of date established for issuance of permits. Base schedule on the start-up construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in ten (10) percent increments within time bar.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 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.
 - 12. Emergency procedures.
 - 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. 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 a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner's Representative, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For photographer and Web-based photographic documentation service provider.
- B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- C. Digital Photographs: Submit image files within three (3) days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of eight (8) megapixels.
 - 2. Format: Minimum 1600 by 1200 pixels, 400 dpi minimum, in unaltered original files, with same aspect ratio as the sensor, uncropped, date- and time- stamped, in folder named by date of photograph, accompanied by key plan file.
 - 3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.
- D. Demolition Construction Photographs: Submit two (2) prints of each photographic view within seven (7) days of taking photographs.

1. Format: 8-by-10-inch smooth-surface matte prints on single-weight commercial-grade photographic paper, [mounted on linen or card stock to allow a 1-inch- wide margin and enclosed back to back in clear plastic sleeves that are punched for standard three-ring binder.
2. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following information:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Date photograph was taken if not date stamped by camera.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.

1.4 COORDINATION

- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs.

1.5 USAGE RIGHTS

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

PART 2 - PRODUCTS (NOT REQUIRED)

PART 3 - EXECUTION

3.1 DEMOLITION PHOTOGRAPHS

- A. Pre-demolition Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by the Architect.
 1. Take twenty-five [25] photographs to show existing conditions adjacent to property before starting the Work.
 2. Take twenty-five [25] photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
- B. Periodic Photographs: Take twenty-five [25] photographs monthly, with the cutoff date associated with each Application for Payment. Select vantage points to show status of work and progress since last photographs were taken.
- C. Final Completion Photographs: Take fifty [50] color photographs after date of Substantial Completion for submission as project record documents. Architect will inform photographer of desired vantage points.

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Submittal schedule requirements.
- 2. Administrative and procedural requirements for submittals.

- B. Related Requirements:

- 1. Division 01 Section "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
- 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
- 3. Division 01 Section "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
- 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Engineer's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled date of fabrication.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.1 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 1. Project name.
 2. Date.
 3. Name of Engineer.
 4. Name of Contractor.
 5. Name of firm or entity that prepared submittal.
 6. Names of subcontractor, manufacturer, and supplier.
 7. Category and type of submittal.
 8. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 9. Drawing number and detail references, as appropriate.
- B. Options: Identify options requiring selection by Engineer.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.2 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 1. Email: Prepare submittals as PDF package and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.

- a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer 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 10 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

1.3 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.

- b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 4. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Notation of coordination requirements.
 - c. Relationship and attachment to adjoining construction clearly indicated.
 - d. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 6. 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.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- E. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and

summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

F. Test and Research Reports:

1. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
2. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
3. Research Reports: Submit 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:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.4 DELEGATED-DESIGN SERVICES

- 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 insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file paper copies of certificate, 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.

1.5 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include 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.
 1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.6 ENGINEER'S REVIEW

- A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Engineer will return without review or discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Engineer without action.
- G. Continued submission of revised rejected submittals is not allowed. Architect will review a maximum of two re-submittals of a previously rejected submittal. Additional submission will require compensation to Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

- F. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

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

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
 - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
 - 2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

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

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

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- C. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
 3. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- D. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Retain first subparagraph below if required or is not common practice in Project vicinity.
 6. Delivery of samples to testing agencies.
 7. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 8. Security and protection for samples and for testing and inspecting equipment at Project site.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

- F. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
 - 1. Distribution: Distribute schedule to Owner, Architect testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

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 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- F. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- G. "Provide": Furnish and install, complete and ready for the intended use.
- H. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 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 date of the Contract Documents unless otherwise indicated.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water Service from Existing System: Provide connections and extensions of services as required for construction operations.
 - 1. Pay water-service use charges for water used by all entities for construction operations.
- C. Electric Power Service from Existing System: Provide connections and extensions of services as required for construction operations.
 - 1. Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch , 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Definition: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Field Office: The Contractor shall provide and maintain in good condition (1) one field office
- C. Availability: Make the field office and its facilities available to the Architect, the Owner and other Prime Contractors throughout the entire construction period. One (1) complete set of Contract Documents including Addenda and Change Orders shall be kept in the field office at all times.
- D. Additional Field Offices: The General Contractor shall provide a separate trailer or shed for use of his workmen, or the storage of tools and materials.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- E. Data Service: Computer and phone lines can be provided to site trailers by the Owner, but the costs for such installations and monthly usage costs must be reimbursed to the Owner.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control:
 - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from the project site during the course of the project.
 - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products and special warranties.
- B. Related Requirements:
 - 1. Division 01 Section "References" for applicable industry standards for products specified.
 - 2. Division 01 Section "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications.
- D. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Division 01 Section "Submittal Procedures."

1.4 QUALITY ASSURANCE

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

1.5 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved equal products.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.
- C. Storage:
 - 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
 - 2. Store products to allow for inspection and measurement of quantity or counting of units.
 - 3. Store materials in a manner that will not endanger Project structure.
 - 4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
 - 5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Where products are accompanied by the term "as selected," Architect will make selection.
4. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
5. Or Equal: For products specified by name and accompanied by the terms "or equal," "or approved equal," or "or approved," comply with requirements in "Or Equal" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.

B. Product Selection Procedures:

1. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
2. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or an equal product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Or Equal" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.

1. Select products for which sustainable design documentation submittals are available from manufacturer.

2.2 "OR EQUAL" PRODUCTS

- A. Conditions for Consideration of "Or Equal" Products: Architect will consider Contractor's request for an equivalent product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:

1. Evidence that proposed equivalent product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 2. Contractors detailed evaluation of significant qualities of proposed equivalent product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 3. Evidence that proposed equivalent product provides specified warranty.
 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples of proposed equivalent product, if requested.
- B. Architect's Action on "Or Equal" Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Division 01 Section "Submittal Procedures."
1. Form of Approval of Submittal: As specified in Division 01 Section "Submittal Procedures."
 2. Use product specified if Architect does not issue a decision on use of a proposed equivalent product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of a proposed equivalent is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Field engineering and surveying.
 - 2. Demolition work.

1.3 INFORMATIONAL SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- B. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Prior to performing any excavation work, the contractor shall call for a utility mark out and notify the Owner's Project Manager.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for

compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
 - 1. Public utilities will be marked out by the appropriate utility and the Owner's personnel will mark out the College utilities.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 DEMOLITION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

- B. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- D. 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.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:

- 1. Recycling nonhazardous and construction waste.

- B. Related Requirements:

- N/A

1.3 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- C. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for commencement of the Work.

1.6 INFORMATIONAL SUBMITTALS

- B. Owner requires a legible copy of weight tickets/receipts for recyclable materials (concrete, asphalt, metals, wood, gypsum, brick, insulation etc.). Whenever possible, Owner prefers materials which are scheduled for demolition, to be recycled.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS

1.1 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

1.2 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Wood Materials:
 - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
- C. Paint: Seal containers and store by type.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
- B. Related Requirements:
 - 1. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.

1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 1. Participate with Owner's representative in conducting inspection and walkthrough.
 2. Complete final cleaning requirements.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
 1. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.

2. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. Three paper copies.

PART 2 - PRODUCTS (NOT REQUIRED)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
- B. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Systems and equipment operation manuals.
 - 3. Systems and equipment maintenance manuals.
 - 4. Product maintenance manuals.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
 - 2. Submit three sets of Operation and Maintenance manuals, bound in 3-ring binders, for all equipment and products installed in the project for Owner.
- C. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
 2. Name and contact information for Contractor.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

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

1.8 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Operating procedures.
 3. Wiring diagrams.
 4. Control diagrams.
- C. Descriptions: Include the following:
 1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Engineering data and tests.
 6. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
 1. Startup procedures.
 2. Routine and normal operating instructions.
 3. Instructions on stopping.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.9 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 4. Aligning, adjusting, and checking instructions.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.
- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of maintenance manuals.

1.10 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. Schedule for routine cleaning and maintenance.
 - 4. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Division 01 Section "Execution" for final property survey.
 - 2. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints and three set(s) of file prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Documents:
 - 1. Maintenance Bond
 - 2. AIA document G706 - Contractor's Affidavit of Payment of Debts and Claims
 - 3. AIA document G706A - Contractor's Affidavit of Release of Liens
 - 4. AIA document G707 - Consent of Surety to Final Payment
 - 5. Manufacturer's warranties
 - 6. Certified payroll reports
 - 7. Final monthly project manning report

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Duct size and routing.
 - h. Changes made by Change Order or Change Directive.
 - i. Details not on the original Contract Drawings.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic and Auto CAD files as follows:
 - a. Provide a complete set of updated as-built mylar drawings.
 - b. Provide an electronic copy of the drawings in AutoCAD 2014, including title blocks, names, and logos. It may be restricted by the consultant to prevent revisions.
 - 1) This shall be used by owner for its record archives and for printing additional copies as required.
 - c. Provide a second electronic copy of the drawings in AutoCAD 2014. It may be provided with the consultants' name, title block, logo, and other such information removed in order to protect the consultant from future liability due to drawing revisions by others.
 - 1) This shall be provided with unlocked layers, including all "X-REF's" in a format that will allow owner to make revisions in order to update facility drawings.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.

- b. Date.
- c. Designation "PROJECT RECORD DRAWINGS."
- d. Name of Engineer.
- e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Note related Change Orders and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file, paper copy or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file, paper copy or scanned PDF electronic file(s) of marked-up paper copy of Product Data.
 - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 26 00 00 – ELECTRICAL WORK - GENERAL

PART 1 - GENERAL

1.1 The contractor shall furnish all labor, materials and equipment necessary to install a complete, functioning electrical system as shown on the drawings and/or referenced in these specifications.

- A. The light, power and control systems as covered herein shall be capable of performing the functions for which they are specified.

1.2 CONTRACT DRAWINGS

- A. It is understood that the drawings accompanying these specifications are intended to show the general arrangement and extent of the work to be done, but the exact location and arrangement of all parts shall be determined as the work progresses. All motor power distribution and control equipment, conductors, conduit and related appurtenances are sized in accordance with National Electric Code average values. The expense of any changes in, component sizes that may be required as a result of the use of motors with different characteristics shall be borne by the Contractor.
- B. The locations of equipment, outlets, etc., as given on the drawings are approximately correct, but it should be understood that they are subject to such modifications as may be found necessary or desirable at the time of installation in order to meet any structural condition. Such changes shall be made by the Contractor without extra charges.

1.3 SHOP DRAWINGS

- A. The Contractor shall furnish in quadruplicate to the Engineer for his approval, detailed drawings as may be required to make clear the work intended or to show its relation to adjacent work or to the work of other Contractors. Shop drawings shall include complete dimensional drawings, control schematics and interconnection diagrams.

1.4 MATERIALS AND LABOR

- A. All materials shall be new, of the best quality of their respective kinds. Workmanship shall be of the highest grade and completed to the best of practice for the trade.
- B. The Contractor shall provide, when required, for the approval of the Engineer, labeled samples of any material or equipment specified herein, or proposed to be used in the contract.
- C. All materials and equipment shall meet NEC and NEMA specifications for the atmosphere in which they are to operate.

1.5 ORDINANCES AND NATIONAL ELECTRICAL CODE RULES

- A. The Electrical Contractor shall be held responsible for the proper installation of all work in accordance with the requirements of all State and local authorities having jurisdiction and in accordance with National Fire Protection Association Article 70- National Electrical Code (NEC) and NEMA Specifications. The contractor shall obtain all permits, certificates and approvals necessary and pay fees for same.

1.6 TESTING

- A. Before final acceptance of the electrical system, the entire system shall be metered and the resistance thus determined shall comply with the NEC. All electrical equipment shall be tested by the Contractor to insure correction operation, continuity, proper splicing, correct motor rotation and freedom from unspecified grounds. The entire electrical system shall be tested for balanced current flow and acceptable voltage drop under full load conditions. The Contractor shall test, correct and retest as required for compliance.

1.7 APPROVAL

- A. When the installation is reported in writing by the Electrical Contractor as being completed and ready for acceptance, tests and inspections shall be made by said Contractor, as directed by and in the presence of the Engineer, to determine whether it complies with the specifications and contract. Should it fail, the Electrical Contractor shall at once remedy all defects and shortcomings and shall make any additional tests that may be required entirely at his own expense. When the work is found to be satisfactory, the Electrical Contractor shall furnish a certificate of inspection and approval issued by the National Board of Fire Under-writers and the local utility.

1.8 GUARANTEES

- A. The Contractor guarantees all electrical apparatus furnished to be free from defects in design, workmanship, and material, and to give satisfactory service under the conditions required and specified. The Contractor agrees to replace without expense to the Owner any part of the apparatus which may prove defective within one (1) year after the plant is finally accepted.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. All circuits are to be labeled at point of origin, with legible, indestructible tags.
- B. All wiring, except where otherwise specified, shall be in rigid heavy wall conduit, standard weight, mild steel, galvanized or sherardized, standard ten (10) feet lengths bearing manufacturers and UL label. Conduit shall be run, the shortest route without interfering with other equipment or piping, or cause unnecessary or undesirable destruction. Expansion joints shall be watertight and shall be approved by the Engineer.
- C. The conduit shall be installed in such a manner as to eliminate all sharp edges or burrs which might injure the electrical conductors. All connections and couplings are to be watertight. All bends shall be of proper radius to permit easy pulling of the wires.
- D. Underground installations shall have a minimum cover of two (2) feet. All underground circuits, ducts, and pull boxes shall be of a type suitable for such service. All conduits entering structures shall be sealed tight against water and gas at the structure wall. All underground conduits shall slope away from the structures and contain a drain at a low point. Oakum and an approved sealing compound shall be used for sealing. Other types of underground conduit shall have appropriate treatment. In the event that non-metallic conduit is buried underground, magnetic tape shall be installed directly above the conduit.
- E. Rigid conduit at fixed motors shall terminate in watertight flexible metal conduit of suitable length for each motor but not more than eighteen (18) inches. Wherever conduit terminates in non-watertight below grade equipment, a watertight seal to prevent water flowing back into the conduit, shall be provided.
- F. Conduit shall be fastened to masonry walls using lead expansion anchors and 1-hole malleable iron galvanized pipe straps. Other installations of conduit shall have appropriate fasteners. Fastenings to other materials shall be equally secure. Fasteners shall be installed every five (5) feet, or less if necessary.
- G. Conduit fittings covers and junction boxes, shall be of cast metal type Crouse-Hinds or approved equal. They shall be made of rust-resisting alloys. Termination of flexible conduit must be in fittings from which it cannot be pulled. Non-metallic items will be permitted when specified, or otherwise approved by the Engineer.
- H. Conduits and fittings shall be sized to conform with Article 370 of the NEC. Conduit and all equipment, shall be grounded in accordance with NEC.

- I. Conduits shall not have wires installed in them until all masonry or other work, involving the use of water has been completed. Before installing wires in conduits, conduits shall be clean and freed of moisture, either by using dry compressed air or by drawing a cloth swab through them.

2.2 WIRES

- A. The electric conductors shall be UL 600 volt THW or THWN copper and not smaller than number twelve (#12).
- B. All wire shall be stranded. No solid wire shall be allowed. There shall be no splices permitted in any conduit.
- C. Each wire shall be color coded in accordance with the NEC so that it may be identified in any part of the wiring system. Label all circuits at point of origin with legible, indestructible tags.
- D. Color coded control wire shall be of proper size, electrically and mechanically, to assure continuity of services in the control system. They shall not be smaller than number (#14) wire. All control wiring external to equipment, cubicles, etc., shall be in rigid conduit.

2.3 CUTTING, PATCHING, DRILLING

- A. Without exception, all cutting or drilling of work in place shall be done by the Contractor for whose work such cutting or drilling becomes necessary. All such cutting and drilling shall be kept to a minimum, and shall not endanger any work already existing or executed.

2.4 DEVICE BOXES AND FIXTURES

- A. The Electrical Contractor shall indicate the grouping of the various circuits and home runs to the distribution panels on the shop drawings submitted to the Engineer for his approval. The exact locations shall then be carefully laid out by the Electrical Contractor in conference with the Owner and Engineer. The Engineer reserves the right to change the location of any device or the grouping of any circuit before permanent installation, and such changes shall be made by the Electrical Contractor without extra charge.
- B. Device boxes shall be of approved design and construction and of such form and dimensions as are best adapted to the specific location.
- C. Only such holes as are used for entering conduits shall be open, all other holes must be properly closed.
- D. On exposed work, approved cast outlets, junction boxes, or fittings shall be used of such form and dimensions as are best adapted to the specific location and purpose.

2.5 PUMPING STATION POWER SOURCE

- A. Power for the station electrical system shall be provided from the existing 120/208 volt, 3 phase, 4 wire distribution panelboard in the existing Facility Services Building mechanical room.
- B. The existing station branch circuit breaker, wiring and conduit shall be replaced as indicated on the plans.

PART 3 - EXECUTION

- 3.1 Contractor shall follow all rules and regulations stipulated by NEC.

END OF SECTION 26 05 00

PART 1 - GENERAL

1.1 SCOPE

- A. Provide complete factory assembled generator set equipment with digital (microprocessor-based) electronic generator set controls, digital governor, and digital voltage regulator.
- B. Rebranding and OEM (original equipment manufacturer) agreements: Only equipment manufactured by the listed OEM manufacturers will be acceptable. Units that are manufactured by others and rebranded will NOT be acceptable for this contract and will be rejected. Letters from OEM stating that re-branded units are “equal” shall be rejected.
- C. Provide factory test, startup by a supplier authorized by the equipment manufacturer(s), and on-site testing of the system.
- D. The generator set manufacturer shall warrant all equipment provided under this section, whether or not it is manufactured by the generator set manufacturer, so that there is one source for warranty and product service.
- E. This specification is not a performance specification. Any/all suggested manufacturer substitutions the contractor elects to submit to the engineer MUST be fully 100% equal to or better than that specified or the product will be rejected. This includes all equipment components such as but not limited to: dip ratios, horsepower, torque, capacity, cubic inch engine size, alternator, charger, coolant system, etc.

1.2 RELATED DOCUMENTS

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

1.3 SUMMARY

- A. This Section includes packaged engine-generator sets suitable for use in mission critical applications with the features as specified and indicated. Engine generators will be used as the Standby power source for the system, but shall be capable of providing reliable power with no run-time limitations while the primary source of power is unavailable.

1.4 DEFINITIONS

- A. Emergency Standby Power (ESP): Per ISO 8528: The maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage or under test conditions for up to 200 hours of operation per year with the maintenance intervals and procedures being carried out as prescribed by the manufacturers. The permissible average

power output (Ppp) over 24 hours of operation shall not exceed 70 percent of the ESP unless otherwise agreed by the RIC engine manufacturer.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Thermal damage curve for generator.
 - 2. Time-current characteristic curves for generator protective device.
 - 3. Sound test data, based on a free field requirement.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, and location and size of each field connection.
 - 1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.
 - 2. Wiring Diagrams: Control interconnection, Customer connections.
- C. Sizing Report; Provide generator sizing report verifying generator performance, voltage and frequency dips using loads on the specification one line, panel schedules and notes.
- D. Certifications:
 - 1. Submit statement of compliance which states the proposed product(s) is certified to the emissions standards required by the location for EPA, stationary emergency application.

1.6 INFORMATIONAL SUBMITTALS

- A. Source quality-control test reports.
 - 1. Certified summary of prototype-unit test report. See requirements in Part 2 "Source Quality Control" Article Part A. Include statement indicating torsional compatibility of components.
 - 2. Certified Test Report: Provide certified test report documenting factory test per the requirements of this specification, as well as certified factory test of generator set sensors per NFPA110 level 1.
 - 3. List of factory tests to be performed on units to be shipped for this Project.
 - 4. Report of exhaust emissions and compliance statement certifying compliance with applicable regulations.

B. Warranty:

1. Submit manufacturer's warranty statement to be provided for this Project.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 75 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- D. Comply with NFPA 37 (Standard For the Installation and Use of Stationary Combustion Engines and Gas Turbines).
- E. Comply with NFPA 70 (National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702).
- F. Comply with NFPA 110 (Emergency and Standby Power Systems) requirements for Level 1 emergency power supply system.
- G. Comply with UL 2200.

1.8 PROJECT CONDITIONS

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 1. Ambient Temperature: 0.0 deg C (32.0 deg F) to 25.0 deg C (77.0 deg F).
 2. Relative Humidity: 0 to 95 percent.
 3. Altitude: Sea level to 16.0 feet (5.0 m).

1.9 WARRANTY

- A. Extended Warranty: Manufacturer shall offer extend coverage of 5 years from date of registered commissioning and start-up.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Only approved manufacturers shall supply equipment provided under this contract. Equipment specifications for this project are based on generator sets manufactured by Cummins Power Generation with microprocessor-based controls.
- B. Proposals for substitutions must include a line by line compliance statement based on this specification in a hard copy formal written submission provided only by the 'bidding contractor' (those that have purchased the contract documents). Note: This does not ensure the approval of the product. No manufacturer sales representatives requesting approval will be reviewed.

Other acceptable manufacturers listed below will be considered however must comply with the specification in its entirety (no exception).

- a. Cummins Power (Onan) Basis of Design

2.2 ENGINE-GENERATOR SET

- A. Cummins Model C20N6
- B. Factory-assembled and -tested, engine-generator set.
- C. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
 - 1. Rigging Information: Indicate location of each lifting attachment, generator-set center of gravity, and total package weight in submittal drawings.
- D. Capacities and Characteristics:
 - 1. Power Output Ratings: Electrical output power rating for Standby operation of not less than 20kW at 80 percent lagging power factor, 120/240VAC 1 phase, 4 -wire, 60 hertz.
 - 2. Alternator shall be capable of accepting maximum 25 kVA in a single step and be capable of recovering to a minimum of 90% of rated no load voltage. Following the application of the specified kVA load at near zero power factor applied to the generator set.
 - 3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component. The engine-generator nameplate shall include information of the power output rating of the equipment.
- E. Generator-Set Performance:
 - 1. Steady-State Voltage Operational Bandwidth: 1.0 percent of rated output voltage from no load to full load.
 - 2. Transient Voltage Performance: Not more than 15 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state

operating band within 2 seconds. On application of a 100% load step the generator set shall recover to stable voltage within 10 seconds.

3. Steady-State Frequency Operational Bandwidth: 0.25 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
5. Transient Frequency Performance: Not more than 6 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within 2 seconds. On application of a 100% load step the generator set shall recover to stable frequency within 10 seconds.
6. Output Waveform: At full load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for any single harmonic. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50.
7. Sustained Short-Circuit Current: (For engine-generator sets using a PMG-excited alternator) For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 8 seconds without damage to generator system components. For a 1-phase, bolted short circuit at system output terminals, system shall regulate both voltage and current to prevent over-voltage conditions on the non-faulted phases.
8. Start Time: Comply with NFPA 110, Level 1, Type 10, system requirements.
9. Ambient Condition Performance: Engine generator shall be designed to allow operation at full rated load in an ambient temperature under site conditions, based on highest ambient condition. Ambient temperature shall be as measured at the air inlet to the engine generator for enclosed units, and at the control of the engine generator for machines installed in equipment rooms.

2.3 ENGINE

- A. Model: QSJ2.4
- B. Fuel: Natural Gas
- C. Engine displacement 2.4L in line 4 cylinder configuration with minimum of 40 BHP
- D. Rated Engine Speed: 1800rpm
- E. Lubrication System: The following items are mounted on engine or skid:
 1. Lube oil pump: shall be positive displacement, mechanical, full pressure pump.

2. Filter and Strainer: Provided by the engine manufacturer of record to provide adequate filtration for the prime mover to be used.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- F. Engine Fuel System: The engine fuel system shall be installed in strict compliance to the engine manufacturer's instructions
- G. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity and performance.
1. Designed for operation on a single 120VAC 1 phase, 60hz power connection. Heater voltage shall be shown on the project drawings.
 2. Installed with isolation valves to isolate the heater for replacement of the element without draining the engine cooling system or significant coolant loss.
 3. Provided with a 12VDC thermostat, installed at the engine thermostat housing
- H. Governor: Adjustable isochronous, with speed sensing. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate as appropriate to the state of the engine generator. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed, and operating in various isochronous states.
- I. Cooling System: Closed loop, liquid cooled
1. The generator set manufacturer shall provide prototype test data for the specific hardware proposed demonstrating that the machine will operate at rated standby load in an outdoor ambient condition of 50C
 2. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 3. Size of Radiator overflow tank: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 4. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
 5. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.

6. Duct Flange: Generator sets installed indoors shall be provided with a flexible radiator duct adapter flange.
- J. Muffler/Silencer: Selected with performance as required to meet sound requirements of the application, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements. For generator sets with outdoor enclosures the silencer shall be inside the enclosure.
- K. Air-Intake Filter: Engine-mounted air cleaner with replaceable dry-filter element and restriction indicator.
- L. Starting System: 12V, as recommended by the engine manufacturer; electric, with negative ground.
 1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
 2. Cranking Cycle: As required by NFPA 110 for level 1 systems.
 3. Battery Cable: Size as recommended by engine manufacturer for cable length as required. Include required interconnecting conductors and connection accessories.
 4. Battery Compartment: Factory fabricated of metal with acid-resistant finish.
 5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation. The battery charging alternator shall have sufficient capacity to recharge the batteries with all parasitic loads connected within 4 hours after a normal engine starting sequence.
 6. Battery Chargers: Unit shall comply with UL 1236, provide fully regulated, constant voltage, current limited, battery charger for each battery bank. It will include the following features:
 - a. Operation: Equalizing-charging rate based on generator set manufacturer's recommendations shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 20 deg C to plus 40 deg C to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.

- d. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
- e. Provide LED indication of general charger condition, including charging, faults, and modes. Provide a LCD display to indicate charge rate and battery voltage. Charger shall provide relay contacts for fault conditions as required by NFPA110.
- f. Enclosure and Mounting: NEMA, Type 1, wall-mounted cabinet.

2.4 CONTROL AND MONITORING

- A. Engine generator control shall be microprocessor based and provide automatic starting, monitoring, protection and control functions for the unit.
- B. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. (Switches with different configurations but equal functions are acceptable.) When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.
- C. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.
- D. Configuration: Operating and safety indications, protective devices, system controls, engine gages and associated equipment shall be grouped in a common control and monitoring panel. Mounting method shall isolate the control panel from generator-set vibration. AC output power circuit breakers and other output power equipment shall not be mounted in the control enclosure.
- E. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level 1 system, and the following:
 - 1. AC voltmeter (3-phase, line to line and line to neutral values).
 - 2. AC ammeter (3-phases).

3. AC frequency meter.
4. AC kVA output (total and for each phase). Display shall indicate power flow direction.
5. Ammeter-voltmeter displays shall simultaneously display conditions for all three phases.
6. Emergency Stop Switch: Switch shall be a red “mushroom head” pushbutton device complete with lock-out/tag-out provisions. Depressing switch shall cause the generator set to immediately stop the generator set and prevent it from operating.
7. Fault Reset Switch: Supply a dedicated control switch to reset/clear fault conditions.
8. DC voltmeter (alternator battery charging).
9. Engine-coolant temperature gage.
10. Engine lubricating-oil pressure gage.
11. Running-time meter.
12. Generator-voltage and frequency digital raise/lower switches. Rheostats for these functions are not acceptable. The control shall adjustment of these parameters in a range of plus or minus 5% of the voltage and frequency operating set point (not nominal voltage and frequency values.)
13. AC Protective Equipment: The control system shall include over/under voltage, over current, short circuit, loss of voltage reference, and over excitation shut down protection. There shall be an overload warning, and overcurrent warning alarm.
14. Status LED indicating lamps to indicate remote start signal present at the control, existing alarm condition, not in auto, and generator set running.
15. A graphical display panel with appropriate navigation devices shall be provided to view all information noted above, as well as all engine status and alarm/shutdown conditions (including those from an integrated engine emission control system). The display shall also include integrated provisions for adjustment of the gain and stability settings for the governing and voltage regulation systems.
16. Panel lighting system to allow viewing and operation of the control when the generator room or enclosure is not lighted.
17. DC control Power Monitoring: The control system shall continuously monitor DC power supply to the control, and annunciate low or high voltage conditions. It shall also provide an alarm indicating imminent failure of the battery bank based on degraded voltage recover on loading (engine cranking).

- F. Control Heater: Generator sets that are installed in outdoor enclosures, or are in tropical or coastal environments shall be provided with control heaters for anti-condensation protection.

2.5 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Model: CA115-J14 with an MSKVA of 62
- B. Comply with NEMA MG 1.
- C. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- D. Electrical Insulation: Class H
- E. Temperature Rise: 120C rise in a 40C environment.
- F. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, over speed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- G. Enclosure: Drip-proof.
- H. Voltage Regulator: SCR type, Separate from exciter, providing performance as specified. The voltage regulation system shall be microprocessor-controlled, full wave rectified, and provide a pulse-width modulated signal to the exciter. No exceptions or deviations to these requirements will be permitted.
- I. The alternator shall be provided with anti-condensation heater(s) in all applications where the generator set is provided in an outdoor enclosure, or when the generator set is installed in a coastal or tropical environment.
- J. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.

2.6 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Aluminum housing. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Instruments, control, and battery system shall be mounted within enclosure.
- B. Construction:
 - 1. Hinged Doors: With padlocking provisions. Restraint/Hold back hardware to prevent door to keep door open at 180 degrees during maintenance. Rain lips over all doors.
 - 2. Exhaust System:
 - a. Muffler Location: Within enclosure.
 - 3. Hardware: All hardware and hinges shall be stainless steel.

4. Wind Rating: Wind rating shall be 150 mph
 5. Mounting Base: Suitable for mounting on sub-base fuel tank or housekeeping pad.
 6. A weather protective enclosure shall be provided which allows the generator set to operate at full rated load with a static pressure drop equal to or less than 0.5 inches of water.
- C. Engine Cooling Airflow through Enclosure: Housing shall provide ample airflow for engine generator operation at rated load in an ambient temperature of 40c
- D. Sound Performance: Reduce the sound level of the engine generator while operating at full rated load to an 8 position average of 72 dBA measured at 23ft from the engine generator in a free field environment.
- E. Site Provisions:
1. Lifting: Complete assembly of engine generator, enclosure shall be designed to be lifted into place as a single unit, using spreader bars.

2.7 VIBRATION ISOLATION DEVICES

- A. Vibration Isolation: Generators installed on grade shall be provided with elastomeric isolator pads integral to the generator, unless the engine manufacturer requires use of spring isolation.

2.8 FINISHES

- A. Indoor and Outdoor Enclosures and Components: Powder-coated and baked over corrosion-resistant pretreatment and compatible primer. Manufacturer's standard color or as directed on the drawings.

2.9 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
1. Tests: Comply with NFPA 110, Level 1 Energy Converters. In addition, the equipment engine, skid, cooling system, and alternator shall have been subjected to actual prototype tests to validate the capability of the design under the abnormal conditions noted in NFPA110. Calculations and testing on similar equipment which are allowed under NFPA110 are not sufficient to meet this requirement.
- B. Project-Specific Equipment Tests: Before shipment, factory test engine-generator set manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:

1. Test engine generator set manufactured for this Project to demonstrate compatibility and functionality.
2. Full load run.
3. Maximum power.
4. Voltage regulation.
5. Steady-state governing.
6. Single-step load pickup.
7. Simulated safety shutdowns.
8. Provide 14 days' advance notice of tests and opportunity for observation of tests by Owner's representative.
- 9.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation, application, and alignment instructions and with NFPA 110.
- B. Equipment shall be installed by the contractor in accordance with final submittals and contract documents. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions included in the listing or labeling of UL listed products.
- C. Installation of equipment shall include furnishing and installing all interconnecting wiring between all major equipment provided for the on-site power system. The contractor shall also perform interconnecting wiring between equipment sections (when required), under the supervision of the equipment supplier.
- D. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site.
- E. Equipment shall be initially started and operated by representatives of the manufacturer. All protective settings shall be adjusted as instructed by the consulting engineer.
- F. All equipment shall be physically inspected for damage. Scratches and other installation damage shall be repaired prior to final system testing. Equipment shall be thoroughly

cleaned to remove all dirt and construction debris prior to initial operation and final testing of the system.

- G. On completion of the installation by the electrical contractor, the generator set supplier shall conduct a site evaluation to verify that the equipment is installed per manufacturer's recommended practice.
- H. Contractor to install light within enclosure with limit switches on door panels.

3.2 ON-SITE ACCEPTANCE TEST

- A. The complete installation shall be tested to verify compliance with the performance requirements of this specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by Contractor. The Engineer shall be notified in advance and shall have the option to witness the tests. The generator set manufacturer shall provide a site test specification covering the entire system. Tests shall include:
 - B. Prior to start of active testing, all field connections for wiring, power conductors, and bus bar connections shall be checked for proper tightening torque.
 - C. Installation acceptance tests to be conducted on site shall include a "cold start" test, a two hour full load (resistive) test, and a one-step rated load pickup test in accordance with NFPA 110. Provide a resistive load bank and make temporary connections for full load test, if necessary.
 - D. Perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service, and observing proper operation of the system for at least 2 hours. Coordinate timing and obtain approval for start of test with site personnel.

3.3 TRAINING

- A. The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. The training program shall be not less than 4 hours in duration and the class size shall be limited to 5 persons. Training date shall be coordinated with the facility owner.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

3.5 SERVICE AND SUPPORT

- A. The generator set supplier shall maintain service parts inventory for the entire power system at a central location which is accessible to the service location 24 hours per day, 365 days per year. The inventory shall have a commercial value of \$3 million or more. The manufacturer of the generator set shall maintain a central parts inventory to support the supplier, covering all the major components of the power system, including engines, alternators, control systems, paralleling electronics, and power transfer equipment.
- B. The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical power system replacement parts in the local service location. Service vehicles shall be stocked with critical replacement parts. The service organization shall be on call 24 hours per day, 365 days per year. The service organization shall be physically located within 2 hours of the site.
- C. The manufacturer shall maintain model and serial number records of each generator set provided for at least 20 years.

END OF SECTION 26 32 13.16

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes transfer switches rated 600 V and less, including the following:
 - 1. Automatic transfer switches
- B. Related Sections include the following:

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
 - 1. Technical data on all major components of all transfer switches and other products described in this section. Data is required for the transfer switch mechanism, control system, cabinet, and protective devices specifically listed for use with each transfer switch. Include steady state and fault current ratings, weights, operating characteristics, and furnished specialties and accessories.
 - 2. Single-Line Diagram: Show connections between transfer switch, bypass/isolation switch, power sources, and load; and show interlocking provisions for each combined transfer switch and bypass/isolation switch.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
 - 1. Dimensioned outline drawings of assembly, including elevations, sections, and details including minimal clearances, conductor entry provisions, gutter space, installed features and devices and material lists for each switch specified.
 - 2. Internal electrical wiring and control drawings.
 - 3. Interconnection wiring diagrams, showing recommended conduit runs and point-to-point terminal connections to generator set.
 - 4. Installation and mounting instructions, including information for proper installation of equipment to meet seismic requirements.

- C. **Manufacturer Seismic Qualification Certification:** Submit certification that transfer switches accessories, and components will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
1. Seismic certification, as required for site conditions. Seismic certifications shall be third-party certified, and based on testing. Certification based on calculations does not meet this requirement.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational *both during and after* the seismic event."
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. **Manufacturer and Supplier Qualification Data**
1. The transfer switch manufacturer shall be certified to ISO 9001 International Quality Standard and shall have third party certification verifying quality assurance in design/development, production, installation, and service, in accordance with ISO 9001.
 2. The manufacturer of this equipment shall have produced similar equipment for a minimum period of 10 years. When requested, an acceptable list of installations with similar equipment shall be provided demonstrating compliance with this requirement.
- E. **Operation and Maintenance Data:** For each type of product to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
1. Features and operating sequences, both automatic and manual.
 2. List of all factory settings of relays, timers and protective devices; provide setting and calibration instructions where applicable.
- F. Warranty documents demonstrating compliance with the project's contract requirements.

1.4 QUALITY ASSURANCE

- A. Only approved bidders shall supply equipment provided under this contract.
- B. **Manufacturer Qualifications:** The equipment supplier shall maintain a service center capable of providing training, parts, maintenance and emergency repairs to equipment, including transfer switch and generator sets.
1. The transfer switch shall be serviced by technicians employed by, specially trained and certified by, the generator set supplier and the supplier shall have a service organization that is factory-certified in both generator set and transfer switch service. The supplier shall maintain an inventory of critical replacement parts at the local service organization,

- and in service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.
2. Submit names, experience level, training certifications, and locations for technicians that will be responsible for servicing equipment at this site.
 3. The manufacturer shall maintain model and serial number records of each transfer switch provided for at least 20 years.
- C. Source Limitations: All transfer switches are to be obtained through one source from a single manufacturer. The generator set manufacturer shall warrant transfer switches to provide a single source of responsibility for products provided.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked as suitable for use in emergency, legally required or optional standby use as appropriate for the connected load.
- E. The automatic transfer switch installation and application shall conform to the requirements of the following codes and standards:
1. Transfer switches and enclosures shall be UL 1008 listed and labeled as suitable for use in emergency, legally required, and optional standby applications.
 2. CSA 282, Emergency Electrical Power Supply for Buildings, and CSA C22.2, No. 14-M91 Industrial Control Equipment
 3. NFPA 70, National Electrical Code. Equipment shall be suitable for use in systems in compliance with Articles 700, 701 and 702.
 4. Comply with NEMA ICS 10-1993 AC Automatic Transfer Switches
 5. IBC 2006 – The transfer switch(es) shall be prototype-tested and third-party certified to comply with the requirements of IBC group III or IV, Category D/F. The equipment shall be shipped with the installation instructions necessary to attain installation compliance
 6. IEEE 446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
 7. EN55011, Class B Radiated Emissions and Class B Conducted Emissions
 8. IEC 1000-4-5 (EN 61000-4-5); AC Surge Immunity
 9. IEC 1000-4-4 (EN 61000-4-4) Fast Transients Immunity
 10. IEC 1000-4-2 (EN 61000-4-2) Electrostatic Discharge Immunity
 11. IEC 1000-4-3 (EN 61000-4-3) Radiated Field Immunity
 12. IEC 1000-4-6 Conducted Field Immunity
 13. IEC 1000-4-11 Voltage Dip Immunity
 14. IEEE 62.41, AC Voltage Surge Immunity
 15. IEEE 62.45, AC Voltage Surge Testing
- F. Comply with NFPA 99 – Essential Electrical Systems for Healthcare Facilities
- G. Comply with NFPA 110 – Emergency and Standby Power Systems. The transfer switch shall meet all requirements for Level 1 systems, regardless of the actual circuit level.
- H. The manufacturer shall warrant the material and workmanship of the transfer switch equipment for a minimum of two years from registered commissioning and start-up, or eighteen (18) months from date of shipment.

- I. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, and etc. during the minimum noted warranty period described above.

1.5 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service:
- B. Size and location of concrete bases and anchor bolt inserts shall be coordinated if floor mounted. Concrete, reinforcement and formwork must meet the requirements specified in Division 03. See section 3.1 for additional information on installation

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Cummins Power Generation
- B. Equipment specifications for this Project are based on automatic transfer switches manufactured by Cummins Power Generation.
- C. Proposals must include a line-by-line compliance statement based on this specification.
- D. Transfer switches utilizing molded case circuit breakers do not meet the requirements of this specification and will not be accepted.

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Provide Cummins model OTEC 70A 120/240V 1PH 3P NEMA 1
- B. Provide transfer switches in the number and ratings that are shown on the drawings. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer.
- C. Fault-Current Closing and Withstand Ratings: UL 1008 WCR ratings must be specifically listed as meeting the requirements for use with protective devices at installation locations, under specified fault conditions. Withstand and closing ratings shall be based on use of the same set of contacts for the withstand test and the closing test.
- D. Solid-State Controls: All settings should be accurate to +/- 2% or better over an operating temperature range of - 40 to + 60 degrees C (- 40 to + 140 degrees F).

- E. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- F. Electrical Operation: Accomplished by a non-fused, momentarily energized solenoid or electric motor operator mechanism, mechanically and electrically interlocked in both directions (except that mechanical interlock is not required for closed transition switches).
- G. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - 1. Switches using molded-case switches or circuit breakers, or insulated case circuit breaker components are not acceptable.
 - 2. Transfer switches shall be double-throw, electrically and mechanically interlocked, and mechanically held in the Source 1 and Source 2 positions.
 - 3. Main switch contacts shall be high-pressure silver alloy. Contact assemblies shall have arc chutes for positive arc extinguishing. Arc chutes shall have insulating covers to prevent inter-phase flashover.
 - 4. Contacts shall be operated by a high-speed electrical mechanism that causes contacts to open or close within three electrical cycles from signal.
 - 5. The transfer switch operation shall include the ability to switch to an open position (both sources disconnected) for the purpose of load shedding from the generator set.
 - 6. The power transfer mechanism shall include provisions for manual operation under load with the enclosure door closed. Manual operation may be electromechanical or mechanical, but must be coordinated with control function.
 - 7. Transfer switch shall be provided with flame retardant transparent covers to allow viewing of switch contact operation but prevent direct contact with components that could be operating at line voltage levels.
 - 8. The transfer switch shall include the mechanical and control provisions necessary to allow the device to be field-configured for operating speed. Transfer switch operation with motor loads shall be as is recommended in NEMA MG1.
 - a. Phase angle monitoring/timing equipment is not an acceptable substitute for this functionality
 - 9. Transfer switches designated on the drawings as “4-pole” shall be provided with a switched neutral pole which is switched simultaneously with phase poles..
 - 10. Transfer switches designated on the drawings as “3-pole” shall have a full current-rated neutral bar with lugs.
 - 11. Transfer switches designated on the drawings as “isolation-bypass” switches shall meet the requirements of section 2.4 of this specification.
 - 12. Transfer switches designated on the drawings as “non-automatic” switches shall meet the requirements of section 2.5 of this specification.
 - 13. Transfer switches designated on the drawings as “closed transition” switches shall meet the requirements of section 2.6 of this specification.
 - 14. Transfer switches designated on the drawings as “service entrance” switches shall meet the requirements of section 2.7 of this specification.
- H. Control: Transfer switch control shall be capable of communicating with the genset control, other switches and remote programming devices over a high-speed network interface.

- I. Factory wiring: Transfer switch internal wiring shall be composed of pre-manufactured harnesses that are permanently marked for source and destination. Harnesses shall be connected to the control system by means of locking disconnect plug(s), to allow the control system to be easily disconnected and serviced without disconnecting power from the transfer switch mechanism
- J. Terminals: Terminals shall be pressure type and appropriate for all field wiring. Terminal arrangement and cabinet space must be such that feeder conductors can enter from the top, side or bottom of the switch, at the installer's discretion. Control wiring shall be equipped with suitable lugs, for connection to terminal strips.
- K. Enclosures: All enclosures shall be third-party certified for compliance to NEMA ICS 6 and UL 508, unless otherwise indicated:
 - 1. The enclosure shall provide wire bend space in compliance to the latest version of NFPA70, regardless of the direction from which the conduit enters the enclosure.
 - 2. Exterior cabinet doors shall provide complete protection for the system's internal components. Doors must have permanently mounted key-type latches. Bolted covers or doors are not acceptable.
 - 3. Transfer switches shall be provided in enclosures that are third party certified for their intended environment per NEMA requirements.
 - a. Transfer switches mounted in a controlled indoor environment shall be provided in NEMA Type 1 enclosures (IEC type IP30).
 - b. Transfer switches installed indoors shall be NEMA Type 12 (IEC type IP61) if the Project environment requires dust-proof and/or drip-proof equipment.
 - c. Transfer switches located outdoors shall be supplied in NEMA Type 3R (IEC IP34) when dust-proof and/or rain-proof enclosures are required.
 - d. Transfer switches that are installed outdoors or in any other uncontrolled environment shall be supplied with NEMA Type 4 or 4X (stainless steel) enclosures (IEC IP65).

2.3 AUTOMATIC TRANSFER SWITCHES

- A. Comply with requirements for Level 1 equipment according to NFPA 110.
- B. Indicated current ratings:
 - 1. Refer to the Project drawings for specifications on the sizes and types of transfer switch equipment, withstand and closing ratings, number of poles, voltage and ampere ratings, enclosure type, and accessories.
 - 2. Main contacts shall be rated for 600 VAC minimum.
 - 3. Transfer switches shall be rated to carry 100% of rated current continuously in the enclosure supplied, in ambient temperatures of -40 to +60 degrees C (-40 to +140 degrees F), relative humidity up to 95% (non-condensing), and altitudes up to 10,000 feet (3000 meters).

- C. Manual Switch Operation: The power transfer mechanism shall include provisions for manual operation under load with the enclosure door closed. Manual operation may be electromechanical or mechanical, but must be coordinated with control function
- D. Relay Signal: Control shall include provisions for addition of a pre-transfer relay signal, adjustable from 0 to 60 seconds, to be provided if necessary for elevator operation, based on equipment provided for the project..
- E. Control: Transfer switch control shall be provided with necessary equipment and software to communicate with the genset control, other transfer switches, remote annunciation equipment, and other devices over a high speed control network.
- F. Neutral Switching: Transfer switches designated on the drawings as 4-pole shall be provided with a switched neutral pole. The neutral pole shall be of the same construction and have the same ratings as the phase poles. All poles shall be switched simultaneously using a common crossbar. Substitute equipment using overlapping neutral contacts is not acceptable.
- G. Transfer switches that are designated on the drawings as 3-pole shall be provided with a neutral bus and lugs. The neutral bus shall be sized to carry 100% of the current designated on the switch rating.
- H. Automatic Transfer Switch Control Features
 1. The transfer switch control system shall be configurable in the field for any operating voltage level up to 600 VAC. Voltage sensing shall be monitored based on the normal voltage at the site. Systems that utilize voltage monitoring based on standard voltage conditions that are not field configurable are not acceptable.
 2. All transfer switch sensing shall be configurable from an operator panel or from a Windows XP or later PC-based service tool. Designs utilizing DIP switches or other electromechanical devices are not acceptable.
 3. The transfer switch shall be configurable to accept a relay contact signal and a network signal from an external device for load shedding purposes. On receipt of this signal, the transfer switch shall switch to a neutral position when connected to Source 2. If Source 1 is available when the load-shed signal is received, the transfer switch shall connect to Source 1.
 4. The transfer switch shall be configurable to accept a relay contact signal and a network signal from an external device to prevent transfer to the generator service.
 5. The transfer switch shall provide a relay contact signal prior to transfer or re-transfer. The time period before and after transfer shall be adjustable in a range of 0 to 50 seconds.
 6. The control system shall be designed and prototype tested for operation in ambient temperatures from - 40 degrees C to + 60 degrees C (- 40 to +140 degrees F). It shall be designed and tested to comply with the requirements of the noted voltage and RFI/EMI standards.
 7. The control shall have optically isolated logic inputs, high isolation transformers for AC inputs and relays on all outputs, to provide optimum protection from line voltage surges, RFI and EMI.
 8. The transfer switch network monitoring equipment, when supplied, shall be provided with a battery-based auxiliary power supply to allow monitoring of the transfer switch when both AC power sources are non-operational. The battery power supply shall be

monitored for proper condition, and the transfer switch shall include an alarm condition to indicate low battery condition.

- I. Transfer Switch Control Panel: The transfer switch shall have a microprocessor-based control with a sealed membrane panel incorporating pushbuttons for operator-controlled functions, and LED lamps for system status indicators. The panel shall also include an alphanumeric display for detailed system information. Panel display and indicating lamps shall include permanent labels.
 1. The indicator panel LEDs shall display:
 - a. Which source the load is connected to (Source 1 or Source 2)
 - b. Which source or sources are available
 - c. When switch is not set for automatic operation, because the control is disabled or the bypass switch is in use
 - d. When the switch is in test/exercise mode
 2. The indicator shall have pushbuttons that allow the operator to activate the following functions:
 - a. Activate pre-programmed test sequence
 - b. Override programmed delays, and immediately go to the next operation
 - c. Reset the control by clearing any faults
 - d. Test all of the LEDs by lighting them simultaneously
 3. The alphanumeric digital display shall be vacuum fluorescent-type, clearly visible in both bright sunlight and no-light conditions over an angle of 120 degrees, and shall display the following:
 - a. AC voltage for all phases, normal and emergency
 - b. Source status: connected or not connected.
 - c. Load data, including voltage, AC current, frequency, KW, KVA, and power factor.
 4. The display panel shall be password-protected, and allow the operator to view and make adjustments:
 - a. Set nominal voltage and frequency for the transfer switch
 - b. Adjust voltage and frequency sensor operation set points
 - c. Set up time clock functions
 - d. Set up load sequence functions
 - e. Enable or disable control functions including program transition
 - f. View real-time clock data, operation log (hours connected, times transferred, failures) and service history
- J. Control Functions: Functions managed by the control shall include:
 1. Undervoltage sensing: three-phase normal, three-phase emergency source.
 2. Over-voltage sensing: three-phase normal, three-phase emergency source.

3. Over/under frequency sensing:
4. Phase rotation sensing:

K. Control features shall include:

1. Programmable genset exerciser: A field-programmable control shall periodically start the generator, transfer the load to generator for a preset time, then re-transfer and shut down the generator after a preset cool-down period.
 - a. Push-button programming control shall have a selection of eight different schedules for exercising generator, with or without load.
2. In event of a loss of power to the control, all control settings, real-time clock setting and the engine start-time delay setting will be retained.
3. The system continuously logs information including the number of hours each source has been connected to the load, the number of times transferred, and the total number of times each source has failed. An event recorder stores information, including time and date-stamp, for up to 50 events.
4. Transfer Override Switch: Overrides automatic re-transfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light to indicate override status.

L. Control Interface

1. Provide one set Form C auxiliary contacts on both sides, operated by transfer switch position, rated 10 amps 250 VAC.
2. Unassigned Auxiliary Contacts: Two normally open, 1-pole, double-throw contacts for each switch position, rated 10A at 240 VAC.

M. Engine Starting Contacts

1. One isolated and normally closed, and one isolated and normally open; rated 10A at 32 VDC minimum.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Design each fastener and support to carry load indicated by seismic requirements and according to seismic-restraint details. See Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- B. Floor-Mounting Switch: Anchor to floor by bolting.

1. Floor-mounted transfer switches (except drawout switches supported by wheeled carriages, which must be rolled out at floor level) shall be mounted on concrete bases complying with the following requirements:
 - a. Concrete Bases: 4 inches (100 mm) high, reinforced, with chamfered edges. Extend base no more than 4 inches (100 mm) in all directions beyond the maximum dimensions of switch, unless otherwise indicated or unless required for seismic support. Construct concrete bases according to Division 26 Section "Hangers and Supports for Electrical Systems."
 - C. Annunciator and Control Panel Mounting: Flush in wall, unless otherwise indicated.
 - D. Identify components according to Division 26 Section "Identification for Electrical Systems."
 - E. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

- A. Wiring to Remote Components: Match type and number of cables and conductors to control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.
- B. Field control connections shall be made on a common terminal block that is clearly and permanently labeled.
- C. Transfer switch shall be provided with AL/CU mechanical lugs sized to accept the full output rating of the switch. Lugs shall be suitable for the number and size of conductors shown on the drawings.
- D. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."
- E. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

3.3 SOURCE QUALITY CONTROL

- A. Prior to shipping, factory shall test and inspect components, assembled switches, and associated equipment to ensure proper operation.
- B. Factory shall check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements.
- C. Factory shall perform dielectric strength test complying with NEMA ICS 1.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: The supplier of the transfer switch(es) and associated equipment shall inspect, test, and adjust components, assemblies, and equipment installations, including connections, and report results in writing.
- B. Manufacturer's representative shall perform tests and inspections and prepare test reports.
- C. After installing equipment and after electrical circuitry has been energized, installer shall test for compliance with requirements.
 - 1. Perform recommended installation tests as recommended in manufacturer's installation and service manuals.
 - 2. After energizing circuits, demonstrate interlocking sequence and operational function for each switch.
 - a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Verify time-delay settings.
 - c. Verify that the transfer switch is accurately metering AC voltage and current (when provided).
 - d. Test bypass/isolation unit functional modes and related automatic transfer-switch operations.
 - e. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
 - 3. Ground-Fault Tests (if integral to transfer switch): Coordinate with testing of ground-fault protective devices for power delivery from both sources.
 - a. Verify grounding connections and locations and ratings of sensors.
- D. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switch. Remove all access panels so joints and connections are accessible to portable scanner.
 - 1. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
 - 2. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - 3. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 DEMONSTRATION

- A. After generator set installation, the generator and transfer switch supplier shall conduct a complete operation, basic maintenance, and emergency service seminar covering generator set and transfer switch equipment, for up to 10 people employed by the Owner.
1. The seminar shall include instruction on operation of the transfer equipment, normal testing and exercise, adjustments to the control system, use of the PC based service and maintenance tools provided under this contract, and emergency operation procedures.
 2. The class duration shall be at least 8 hours in length, and include practical operation with the installed equipment.

3.6 SERVICE AND SUPPORT

- A. The manufacturer shall supply the Owner with a complete set of the service and maintenance software required to support the product. The software shall be provided at a training class attended by the user, to qualify the user in proper use of the software. The software shall have the following features and capabilities:
1. The software shall be 32 bit and shall be XP and Vista compatible.
 2. The software shall use the Windows Explorer format, for ease of use and commonality with other software in use at the facility.
 3. The software shall allow adjustment of all functions described herein, adjustment of operating levels of all protective functions, and programming of all optional functions in the controller. Adjustments shall be possible over modem from a facility that is remote from the generator set.
 4. The software shall be capable of storing and displaying data for any function monitored by the generator set control. This data shall be available in common file formats, and on graphical "strip chart" displays.
 5. The software shall automatically record all control operations and adjustments performed by any operator or software user, for tracking of changes to the control.
 6. The software shall display all warning, shutdown, and status changes programmed into transfer switch controller. For each event, the control shall provide information on the nature of the event, when it last occurred, and how many times it has occurred.

END OF SECTION 26 36 23

SECTION 311000 – SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 1. Protecting existing vegetation to remain.
 2. Removing existing vegetation.
 3. Clearing and grubbing.
 4. Stripping and stockpiling topsoil.
 5. Stripping and stockpiling rock.
 6. Removing above- and below-grade site improvements.
 7. Disconnecting, capping or sealing, and removing site utilities.
 8. Temporary erosion and sedimentation control.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.
- E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.6 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or video recordings.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Topsoil stripping and stockpiling program.
- C. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.7 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises per coordination with owner's representative and/or Construction Manager.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing. Base bid shall include GPR Utility Locator service for project area.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements shown on Drawings.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to requirements shown on Drawings.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
 - 2. Owner will arrange to shut off indicated utilities when requested by Contractor
- B. Contract GPR utility location and identification service as part of base bid contract. Provide detailed report to Owner and Engineer of Record.
- C. Interrupting Existing Utilities: 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 Architect and Owner's Representation/ Construction Manager not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.

- E. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in "Structure Demolition" and "Selective Demolition", as applicable.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 3. Use only hand methods or air spade for grubbing within protection zones.
 - 4. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Limit height of topsoil stockpiles to 72 inches.
 - 2. Do not stockpile topsoil within protection zones.
 - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.

3.7 STOCKPILING ROCK

- A. Remove from area indicated on Drawings naturally formed rocks that measure more than 1 foot across in least dimension. Do not include excavated or crushed rock.
 - 1. Separate or wash off non-rock materials from rocks, including soil, clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

3.8 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.

2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 10 00

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

1. Excavating and filling for rough grading the Site
2. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses.
3. Excavating and backfilling for buildings and structures.
4. Drainage course for concrete slabs-on-grade.
5. Subbase course for concrete walks.
6. Subbase course and base course for asphalt paving.
7. Subsurface drainage backfill for walls and trenches.
8. Excavating and backfilling trenches for utilities and pits for buried utility structures.
9. Excavating well hole to accommodate elevator-cylinder assembly.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock-excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:

1. Equipment for Footing, Trench, and Pit Excavation: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch-maximum-width, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom.
 2. Equipment for Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp flywheel power and developing a minimum of 47,992-lbf breakout force with a general-purpose bare bucket.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
 - J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
 - K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
 - L. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
- 1.4 PREINSTALLATION MEETINGS
- A. Pre-installation Conference: Conduct pre-excavation conference at Project site.
 1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
 - a. Personnel and equipment needed to make progress and avoid delays.
 - b. Coordination of Work with utility locator service.
 - c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
 - d. Extent of trenching by hand or with air spade.
 - e. Field quality control.
- 1.5 ACTION SUBMITTALS
- A. Product Data: For each type of the following manufactured products required:
 1. Geotextiles.
 2. Warning tapes.
 3. Controlled low-strength material, including design mixture.
 4. Geofoam
- 1.6 INFORMATIONAL SUBMITTALS
- A. Qualification Data: For qualified testing agency.
 - B. Material Test Reports: For each borrow soil material proposed for fill and backfill as follows:
 1. Classification according to ASTM D 2487.

2. Laboratory compaction curve according to ASTM D 698.
3. Laboratory compaction curve according to ASTM D 1557.
4. In order for the proposed imported material to be deemed "clean fill" by the Engineer, all targeted contaminants must be below the current NJDEP Residential Direct Contact Soil Remediation Standards listed in N.J.A.C. 7:26D.

- C. Geotechnical Data: Test pit logs by a qualified Geotechnical Testing Agency.
- D. Blasting plan approved by authorities having jurisdiction, if required.
- E. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.7 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Blasting: Comply with applicable requirements in NFPA 495, "Explosive Materials Code," and prepare a blasting plan reporting the following:
 1. Types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
 2. Seismographic monitoring during blasting operations.
- C. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:
 1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
 2. Seismographic monitoring during blasting operations.

1.8 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 1. Do not proceed with work on adjoining property until directed by Owner.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in "Site Clearing" and drawings are in place.

- D. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
- E. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: In areas where the proposed final subgrade top elevation is lower than existing grades, excavation and cutting activities will take place. Excavated material will be reused and utilized in backfilling areas where the proposed final subgrade elevation is higher than the existing grades, but only if the material to be utilized in different areas conforms to the specifications for the select fill material.
- B. All fill material must be approved for its intended use by the project geotechnical engineer prior to use.
- C. The contractor shall utilize the following material in the grading and construction of the different systems:
 - 1. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. The soil shall have a Plasticity Index of less than 8%.
 - 2. AASHTO #57 or 3/4-inch uniform clean crushed stone material may be utilized as backfill around the detention basin areas as specifically recommended by the manufacturer.
 - 3. All borrow fill material shall be certified clean fill and shall conform to the requirements of NJAC 7:26E, "Technical Requirements for Site Remediation", with amendments.
 - 4. The contractor shall provide the name and location of the source of any borrow fill material and submit all documentation to the site LSRP for review and approval.
 - 1) "Clean" borrow fill shall include a statement from the selected source facility(ies) and must be submitted to the Engineer for review and approval prior to importation and placement of the material on the site.
 - 2) Certification of compliance and, test results substantiating compliance shall be furnished to the Owner and Engineer by the Contractor not less than one week prior to its intended use.
- D. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
 - 2. All unsuitable soil shall be disposed of legally and documentation provided to the Authority. The contractor shall provide waste class testing as required by the disposal facility and provide documentation to Authority for approval prior to disposal.
- E. Subbase Material: Dense graded aggregate meeting requirements of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction Section 901.10.
- F. Base Course: Dense graded aggregate meeting requirements of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction Section 901.10.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 3/4-inch sieve and not more

than 12 percent passing a No. 200 sieve. Engineered fill shall only be used when called for on specific applications or as noted on the plans.

- H. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 3/4-inch sieve and not more than 8 percent passing a No. 200 sieve.
- I. Drainage Course: Narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; with 100 percent passing a 3/4-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- K. Sand: ASTM C 33; fine aggregate.
- L. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

- A. Separation Geotextile: Non-Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 205 lbs ASTM D 4632.
 - 3. Tear Strength: 80 lbs; ASTM D 4533.
 - 4. Puncture Strength: 500 lbs; ASTM D 4833.
 - 5. Apparent Opening Size: No. 80 sieve, maximum; ASTM D 4751.
 - 6. Permittivity: 1.4 per second, minimum; ASTM D 4491.
 - 7. UV Stability: 70 percent after 500 hours' exposure; ASTM D 4355.

2.3 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.
- D. All work to be performed in accordance with OSHA regulations, building code requirements, and contract documents. Means and methods shall be the responsibility of the Contractor.

3.2 DEWATERING

- A. If necessary, provide dewatering as may be required for all earthwork, structural and utility work and landscaping as defined in Specification 312319, and in compliance with the following:
 - 1. Provide dewatering devices and methods that comply with all codes and authorities having jurisdiction.
 - 2. All Fluids, including any free product and dissolved phase constituents collected during dewatering, must be properly contained, treated, recycled or disposed in accordance with federal, state, and/or local laws and regulations.
 - a. A Dewatering Plan shall be submitted to the Agency Having Jurisdiction prior to the installation of the dewatering system.
 - b. The Dewatering Plan must comply with the latest edition of all relevant codes.
 - c. All fluids collected shall be transferred to on-site storage containers. The contractor may implement the following disposal options:
 - (1) On-site treatment and discharge to the sanitary sewer system (Borough of Bound Brook).
 - (2) Off-site disposal in accordance with all federal, state and local requirements.
 - 3. The contractor shall notify the Agency Having Jurisdiction of the intended discharge method as part of the Dewatering Plan, and shall not commence dewatering activities prior to its receipt of the Agency Having Jurisdiction's written approval of the Plan.
- B. The contractor is responsible for obtaining all authorizations and approvals to dispose of liquids as required under federal, state and/or local laws and regulations. This may include, but shall not be limited to, the SRVSA discharge permit and NJDEP Water Allocation Permit. The contractor shall perform supplemental characterization if necessary to facilitate disposal facility or SRVSA acceptance. The contractor is responsible for all staging, relocation, repositioning of any dewatering system, including well points, pumps, tanks, generators etc. or ground water treatment system, such that dewatering can occur with the duration of the contract period. The contractor shall provide records of flow monitoring, volume treated, samples collected and proof of compliance with disposal vendor or SRVSA to the Agency Having Jurisdiction on a daily basis.
- C. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- D. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. All Excavations shall be in accordance with criteria outlined in environmental reports issued under separate cover.
- B. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches outside of concrete forms other than at footings.
 - b. 12 inches outside of concrete forms at footings.
 - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. 6 inches beneath bottom of concrete slabs-on-grade.
 - f. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or 42 inches wide.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
 - 3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: As indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:
 - 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.8 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the synthetic turf fields, walls and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Initial Backfill:
 - 1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
 - 2. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing.
- D. Final Backfill:
 - 1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
 - 2. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.13 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.14 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 10 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 3. Under landscape areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1 inch.
 3. Pavements: Plus or minus 1/2 inch
 4. Synthetic turf areas: as required by turf installer/manufacturer.
- 3.17 Grading inside Building Lines: Finish subgrade to a tolerance of ½ inch when tested with a 10-foot straightedge.
- 3.18 SUBSURFACE DRAINAGE
- A. Subdrainage Pipe: As specified.
- B. Subsurface Drain: Place subsurface drainage geotextile around perimeter of subdrainage trench. Place a 6-inch course of filter material on subsurface drainage geotextile to support subdrainage pipe. Encase subdrainage pipe in a minimum of 12 inches of filter material, placed in compacted layers 6 inches thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
1. Compact each filter material layer to 95 percent of maximum dry unit weight according to ASTM D 1557 with a minimum of two passes of a plate-type vibratory compactor.
- C. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
1. Compact each filter material layer to 95 percent of maximum dry unit weight according to ASTM D 1557 with a minimum of two passes of a plate-type vibratory compactor.
 2. Place and compact impervious fill over drainage backfill in 6-inch-thick compacted layers to final subgrade.
- 3.19 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS
- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
1. Shape subbase course and base course to required crown elevations and cross-slope grades.
 2. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
 3. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 4. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
- 3.20 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE
- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place drainage course 6 inches or less in compacted thickness in a single layer.
3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.21 FIELD QUALITY CONTROL

- A. Testing Agency: Owner shall engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.
 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.
 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length but no fewer than two tests.
 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.22 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.23 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

SECTION 312319 - DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes construction dewatering.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review condition of site to be dewatered including coordination with temporary erosion-control measures and temporary controls and protections.
 - 3. Review geotechnical report.
 - 4. Review proposed site clearing and excavations.
 - 5. Review existing utilities and subsurface conditions.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: For dewatering system, prepared by or under the supervision of a qualified professional engineer.
 - 1. Include plans, elevations, sections, and details.
 - 2. Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.
 - 3. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
 - 4. Include written plan for dewatering operations including sequence of well and well-point placement coordinated with excavation shoring and bracings and control procedures to be adopted if dewatering problems arise.

1.5 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Existing Conditions: Using photographs show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by dewatering operations. Submit before Work begins.

- C. Record Drawings: Identify locations and depths of capped wells and well points and other abandoned-in-place dewatering equipment.

1.6 FIELD CONDITIONS

- A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from this data.
 - 1. Make additional test borings and conduct other exploratory operations necessary for dewatering according to the performance requirements.
 - 2. The geotechnical report is elsewhere in Project Manual.
- B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
 - 1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
 - 2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
 - 3. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
 - 5. Remove dewatering system when no longer required for construction.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
 - 1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
 - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Provide temporary grading to facilitate dewatering and control of surface water.
- D. Protect and maintain temporary erosion and sedimentation controls.

3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
 - 1. Space well points or wells at intervals required to provide sufficient dewatering.
 - 2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
- B. Place dewatering system into operation to lower water to specified levels before excavating below ground-water level.
- C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- D. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

3.3 OPERATION

- A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.
- B. Operate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
 - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
 - 2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
 - 3. Maintain piezometric water level a minimum of 24 inches below bottom of excavation.
- C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.
- D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

3.4 PROTECTION

- A. Protect and maintain dewatering system during dewatering operations.
- B. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION 31 23 19

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Cold milling of existing asphalt pavement
 - 2. Hot-mix asphalt patching
 - 3. Hot-mix asphalt paving.
 - 4. Asphalt surface treatments.
- B. References
 - 1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition or most current (NJDOT Specification)

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project Site.
 - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
 - 2. Job-Mix Designs: For each job mix proposed for the Work.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and testing agency.
- B. Material Certificates: For each paving material. Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.
- C. Material Test Reports: For each paving material, by a qualified testing agency.
- D. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by NJDOT.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction for asphalt paving work, latest edition as amended.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Prime Coat: In accordance with NJDOT Specification– Section 401.03.02.
 - 2. Tack Coat: In accordance with NJDOT Specification– Section 401.03.02.
 - 3. Asphalt Base Course: In accordance with Section 401 of NJDOT Specification.
 - 4. Asphalt Surface Course: In accordance with Section 401 of NJDOT Specification.

PART 2 - PRODUCTS

2.1 AGGREGATES FOR HMA

- A. Coarse Aggregate: In accordance with NJDOT Specification– Section 901.05.01
- B. Fine Aggregate: In accordance with NJDOT Specification– Section 901.05.02.
- C. Mineral Filler: In accordance with NJDOT Specification– Section 901.05.03

2.2 ASPHALT MATERIALS

- A. General: In accordance with NJDOT Specification– Sections 401 and 902 and as follows:
- B. Asphalt Binder: AASHTO M 320, Table 1 PG 64-22.
- C. Tack Coat: In accordance with NJDOT Specification– Section 401.03.02
- D. Water: Potable.
- E. Undersealing Asphalt: ASTM D 3141/D 3141M; pumping consistency.

2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires asphalt shingles or glass in accordance with NJDOT Specification– Section 902.02..

- B. Retain "Herbicide" Paragraph below for weed control if required. Some herbicides may be mixed with asphalt prime coats. Restricted-use herbicides may only be applied by certified applicators or under the direct supervision of a certified applicator.
- C. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- D. Sand: ASTM D 1073 or AASHTO M 29, Grade No. 2 or No. 3.
- E. Paving Geotextile: AASHTO M 288 paving fabric; nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.

2.4 MIXES

- A. Recycled Content of HMA Asphalt: Recycled content of HMA asphalt shall be as described in the NJDOT Specification – Section 902.02.02.
- B. Hot-Mix Asphalt: NJDOT HMA Mix designs:
 - 1. Base Course: Hot Mix Asphalt 19M64 Base Course.
 - 2. Surface Course: Hot Mix Asphalt 9.5M64 Surface Course.
- C. Emulsified-Asphalt Slurry: ASTM D 3910, Type 1.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
 - 1. Mill to a depth of 2 inches.
 - 2. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
 - 3. Control rate of milling to prevent tearing of existing asphalt course.
 - 4. Repair or replace curbs, manholes, and other construction damaged during cold milling.
 - 5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
 - 6. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.

7. Handle milled asphalt material according to approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."
8. Keep milled pavement surface free of loose material and dust.
9. Do not allow milled materials to accumulate on-site.

3.3 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd..
 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.
- D. Placing Patch Material: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.4 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.02 to 0.08 gal./sq. yd..
 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.5 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 2. Place hot-mix asphalt surface course in single lift.
 3. Spread mix at a minimum temperature of 250 deg F.
 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
 2. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.6 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.7 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
1. Average Density: Per NJDOT Standard Specifications.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.8 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.

- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to AASHTO T 168.
 - 1. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.

- E. Replace and compact hot-mix asphalt where core tests were taken.

- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION 32 12 16

SECTION 329113 - SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes planting soils specified by composition of the mixes.
- B. Related Requirements:
 - 1. Section 311000 "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Section 329200 "Turf and Grasses" for placing planting soil for turf and grasses.
 - 3. Section 329300 "Plants" for placing planting soil for plantings.

1.3 DEFINITIONS

- A. AAPFCO: Association of American Plant Food Control Officials.
- B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
- C. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
- D. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
- E. Imported Soil: Soil that is transported to Project site for use.
- F. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.
- G. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- H. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
- I. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."

- J. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
 - K. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
 - L. SSSA: Soil Science Society of America.
 - M. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
 - N. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
 - O. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.
 - P. USCC: U.S. Composting Council.
- 1.4 PREINSTALLATION MEETINGS
- A. Preinstallation Conference: Conduct conference at Project site.
- 1.5 ACTION SUBMITTALS
- A. Samples: Representative of stockpiled or imported topsoil.
- 1.6 INFORMATIONAL SUBMITTALS
- A. Qualification Data: For each testing agency.
 - B. Certified Topsoil Analysis Reports
 1. Indicate quantities necessary to bring onsite topsoil into compliance with textural/gradation requirements.
 2. Indicate quantity of lime, quantity and analysis of fertilizer, and quantity and type of soil additive.
- 1.7 PRECONSTRUCTION TESTING
- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil and imported soil.
 1. Notify Architect seven days in advance of the dates and times when laboratory samples will be taken.
 - B. Preconstruction Soil Analyses: For each unamended soil type, perform testing on soil samples and furnish soil analysis and a written report containing soil-amendment and fertilizer recommendations by a qualified testing agency performing the testing according to "Soil-Sampling Requirements" and "Testing Requirements" articles.
 1. Have testing agency identify and label samples and test reports according to sample collection and labeling requirements.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Do not move or handle materials when they are wet or frozen.
 - 4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. General: Natural, friable, sandy loam, obtained from well-drained areas, free from objects larger than 1-1/2 inches maximum dimension, and free of subsoil, roots, grass, other foreign matter, hazardous or toxic substances, and deleterious material that may be harmful to plant growth or may hinder grading, planting, or maintenance.
- B. Composition: In general accordance with ASTM D5268:
 - 1. Gravel-Sized Fraction: Maximum 5 percent by weight retained on a No. 10 sieve.
 - 2. Sand-Sized Fraction: Minimum 20 to 60 percent passing No. 10 sieve.
 - 3. Silt and Clay-Sized Fraction: Minimum 35 to 70 percent.
- C. Organic Matter: Minimum 1.5 percent by dry weight as determined in accordance with ASTM D2974.
- D. pH: Range 5.0 to 7.0.
- E. Textural Amendments: Amend as necessary to conform to required composition by incorporating sand, peat, manure, or sawdust.
- F. Source: Stockpile material onsite, in accordance with Section 311000 Site Clearing.

2.2 LIME

- A. Composition: Ground limestone with not less than 85 percent total carbonates, ASTM C602.
- B. Gradation
 - 1. Minimum 50 percent passing No. 100 sieve.
 - 2. Minimum 90 percent passing No. 20 sieve.
 - 3. Coarser material acceptable provided rates of application are increased proportionately on basis of quantities passing No. 100 sieve.

2.3 SOIL ADDITIVES

- A. Sawdust or Ground Bark
 - 1. Non-toxic, of uniform texture, and subject to slow decomposition when mixed with soil.
 - 2. Nitrogen-treated, or if untreated mix with minimum 0.15 pound of ammonium nitrate or 0.25 pound of ammonium sulfate per cubic foot of loose material.
- B. Peat

1. Composition: Natural residue formed by decomposition of reeds, sedges, or mosses in a freshwater environment, free from lumps, roots and stones.
 - a. Organic Matter: Not less than 90 percent on a dry weight basis as determined by ASTM D2974.
 - b. Moisture Content: Maximum 65 percent by weight at time of delivery.
- C. Fertilizer
 1. Add fertilizer in accordance with approved Soil Erosion and Sediment Control Plans.

PART 3 - EXECUTION

3.1 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.2 SUBGRADE PREPARATION

- A. Prepare subgrade in accordance with approved Soil Erosion and Sediment Control Plans.

3.3 TOPSOIL PLACEMENT

- A. Do not place topsoil when subsoil or topsoil is frozen, excessively wet, or otherwise detrimental to the Work.
- B. Mix soil amendments, lime, and other soil additives, identified in analysis reports with topsoil before placement or spread on topsoil surface and mix thoroughly into entire depth of topsoil before planting or seeding. Delay mixing of fertilizer if planting or seeding will not occur within 3 days.
- C. Place one-half of the total depth of topsoil and work into top 4 inches of subgrade soil to create a transition layer. Place remainder of topsoil to depth 6 inches where seeding and planting are scheduled.
- D. Uniformly distribute to within 1/2 inch of final grades. Fine grade topsoil eliminating rough or low areas and maintaining levels, profiles, and contours of subgrade.
- E. Remove stones exceeding 1 1/2 inch diameter, roots, sticks, debris, and foreign matter during and after topsoil placement.
- F. Remove surplus subsoil and topsoil from Site. Grade stockpile area as necessary and place in condition acceptable for planting or seeding.

3.4 PROTECTION

- A. Protection Zone: Identify protection zones according to Section 015639 "Temporary Tree and Plant Protection."

- B. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Vehicle traffic.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.

- C. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade and replace contaminated planting soil with new planting soil.

3.5 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
 - 1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 32 91 13

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Seeding.
2. Hydroseeding.
3. Sodding.
4. Plugging.
5. Sprigging.

6. Meadow grasses and wildflowers.
7. Turf renovation.
8. Erosion-control material(s).
9. Grass paving.

B. Related Requirements:

1. Section 311000 "Site Clearing" for topsoil stripping and stockpiling.
2. Section 312000 "Earth Moving" for excavation, filling and backfilling, and rough grading.
3. Section 329300 "Plants" for trees, shrubs, ground covers, and other plants as well as border edgings and mow strips.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See drawing designations for planting soils.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer.
- B. Certification of Grass Seed: From seed vendor for each grass-seed mono-stand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turf-grass sod. Include identification of source and name and telephone number of supplier.
- C. Product Certificates: For fertilizers, from manufacturer.
- D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.
- C. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk materials with appropriate certificates.

1.7 FIELD CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.
 - 1. Spring Planting: March 1 – May 15.
 - 2. Fall Planting: August 15 – October 1.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species:
 - 1. Quality: State-certified seed of grass species as listed below for solar exposure.
 - 2. Quality: Seed of grass species as listed below for solar exposure, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:
 - 3. Full Sun: Kentucky bluegrass (*Poa pratensis*), a minimum of three cultivars.
 - 4. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 50 percent Kentucky bluegrass (*Poa pratensis*).
 - b. 30 percent chewings red fescue (*Festuca rubra* variety).
 - c. 10 percent perennial ryegrass (*Lolium perenne*).
 - d. 10 percent redtop (*Agrostis alba*).
 - 5. Shade: Proportioned by weight as follows:
 - a. 50 percent chewings red fescue (*Festuca rubra* variety).
 - b. 35 percent rough bluegrass (*Poa trivialis*).
 - c. 15 percent redtop (*Agrostis alba*).

2.2 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.3 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

- B. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss, finely divided or of granular texture, and with a pH range of 3.4 to 4.8.
- C. Muck Peat Mulch: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent, and containing no sand.
- D. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
- E. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- F. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.
- G. Asphalt Emulsion: ASTM D 977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors.

2.4 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.5 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.
- B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd. with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.
- C. Erosion-Control Mats: Cellular, nonbiodegradable slope-stabilization mats designed to isolate and contain small areas of soil over steeply sloped surface, of 4-inch nominal mat thickness. Include manufacturer's recommended anchorage system for slope conditions.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation.
- B. Placing Planting Soil: Place and mix planting soil in place over exposed subgrade.
 - 1. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Turf Area Preparation" Article.
- B. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.
- C. Fill cells of erosion-control mat with planting soil and compact before planting.

- D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 5 to 8 lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.
- E. Protect seeded areas with erosion-control mats where indicated on Drawings; install and anchor according to manufacturer's written instructions.
- F. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
 - 2. Bond straw mulch by spraying with asphalt emulsion at a rate of 10 to 13 gal./1000 sq. ft. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.
- G. Protect seeded areas from hot, dry weather or drying winds by applying soil within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch, and roll surface smooth.

3.6 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, commercial fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
 - 2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.
 - 3. Spray-apply slurry uniformly to all areas to be seeded in a two-step process. Apply first slurry coat at a rate so that mulch component is deposited at not less than 500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate. Apply slurry cover coat of fiber mulch (hydromulching) at a rate of 1000 lb/acre.

3.7 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across slopes exceeding 1:3.
 - 2. Anchor sod on slopes exceeding 1:6 with or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.8 TURF RENOVATION

- A. Renovate existing turf where indicated.
- B. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
 - 1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
 - 2. Install new planting soil as required.
- C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- D. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- E. Mow, dethatch, core aerate, and rake existing turf.
- F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
- I. Apply soil amendments and initial fertilizer required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
- J. Apply seed and protect with straw mulch as required for new turf.
- K. Water newly planted areas and keep moist until new turf is established.

3.9 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.

2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
1. Retain applicable subparagraphs below for mowing height. For seed mixtures, base selection on predominant species to be established.
 2. Mowing Seeded Areas: Mow, to a height of 3 to 4 inches, designated seeded turf areas when vegetation reaches a height of 6 to 8 inches. Use hand mowing methods and light equipment in areas where the use of heavy equipment may damage the turf or soil or cause soil compaction.
 3. Mowing Existing Turf: Mow, to a height of 3 to 4 inches, designated existing turf areas when vegetation reaches a height of 10 to 12 inches. Use hand mowing methods and light equipment in areas where the use of heavy equipment may damage the turf or soil or cause soil compaction.
 4. Before beginning mowing operations, pick-up and remove litter and debris in the areas of seeded turf to be mowed. Dispose of waste material and debris as specified in Site Clearing. Remove excessive cuttings as specified in Site Clearing.
 5. Mow Kentucky bluegrass, annual ryegrass, to a height of 3 to 4 inches.
- D. Turf Postfertilization: Apply slow-release fertilizer after initial mowing and when grass is dry.
1. Use fertilizer that provides actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.

3.10 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

3.11 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.12 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- D. Remove nondegradable erosion-control measures after grass establishment period.

3.13 MAINTENANCE SERVICE

- A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:
 - 1. Seeded Turf: 60 days from date of planting completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.
 - 2. Sodded Turf: 30 days from date of planting completion.

END OF SECTION 32 92 00

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Plants.
- 2. Planting Soils
- 3. Tree stabilization.

B. Related Requirements:

- 1. Section 329200 "Turf and Grasses" for turf (lawn) and meadow planting, hydroseeding, and erosion-control materials.

1.3 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required.
- D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than the minimum root spread according to ANSI Z60.1 for type and size of plant required.
- E. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- F. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.

- G. Finish Grade: Elevation of finished surface of planting soil.
- H. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- I. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- J. Planting Area: Areas to be planted.
- K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- L. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- M. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- N. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- O. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- P. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- Q. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
 - 2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.
- B. Samples for Verification: For each of the following:
 - 1. Trees and Shrubs: One Samples of each variety and size delivered to site for review. Maintain approved Samples on-site as a standard for comparison.
 - 2. Organic Mulch: 1-pint volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be

typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.

3. Mineral Mulch: 2 lb of each mineral mulch required, in sealed plastic bags labeled with source of mulch. Sample shall be typical of the lot of material to be delivered and installed on-site; provide an accurate indication of color, texture, and makeup of the material.
4. Weed Control Barrier: 12 by 12 inches.
5. Root Barrier: Width of panel by 12 inches.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.
- B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 1. Manufacturer's certified analysis of standard products.
 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.
- D. Sample Warranty: For special warranty.

1.6 COORDINATION

- A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
 1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 2. Experience: Three years' experience in landscape installation in addition to requirements in Section 014000 "Quality Requirements."
 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
- C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
 - 1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
 - 2. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- D. Plant Material Observation: Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 - 1. Notify Architect of sources of planting materials seven days in advance of delivery to site.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk materials with appropriate certificates.
- C. Deliver bare-root stock plants freshly dug. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.
- D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- E. Handle planting stock by root ball.
- F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.
- G. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

- H. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
- I. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
 - 1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
 - 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 3. Do not remove container-grown stock from containers before time of planting.
 - 4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.10 FIELD CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: March 1 – May 15.
 - 2. Fall Planting: August 15 – October 1.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.
 - c. Faulty performance of tree stabilization and edgings.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Periods: From date of planting completion.
 - a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
 - c. Annuals: Three months.
 - 3. Include the following remedial actions as a minimum:

- a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
- b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
- c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
- d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

1.12 MAINTENANCE SERVICE

- A. Initial Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
 1. Maintenance Period: 12 months from date of planting completion.
- B. Initial Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
 1. Maintenance Period: Six months from date of planting completion.
- C. Continuing Maintenance Proposal: From Installer to Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date the initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
 1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

- D. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.
- E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.
- F. Annuals: Provide healthy, disease-free plants, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C602, agricultural liming material containing a minimum of 85 percent calcium and magnesium carbonates equivalent to more than 40 percent calcium and magnesium oxides and as follows:
 - 1. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
 - 2. Provide lime in form of ground dolomitic limestone.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

2.3 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 60 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 4 mmhos/cm; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: Minimum 30 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.
- C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.

- D. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.4 FERTILIZERS

- A. Use fertilizer for establishing turf that has a commercial designation of 10-20-10, or use any 1-2-1 ratio fertilizer containing a minimum of 5 percent nitrogen, 10 percent available phosphoric acid, and 5 percent soluble potash.
- B. If the fertilizer is to be applied with mechanical spreader in dry form, ensure that a minimum of 75 percent passes a No. 8 sieve, a minimum of 75 percent is retained on a No. 16 sieve, and the maximum free moisture content is 2 percent.
- C. Use fertilizer for establishing sod that is any 1-2-2 ratio fertilizer containing a minimum of 5 percent nitrogen, 10 percent available phosphoric acid, and 10 percent soluble potash.

2.5 PLANTING SOILS

- A. Planting Soil: ASTM D 5268 topsoil, with pH range of 5.8 to 7, a minimum of 3 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth. Mix ASTM D 5268 topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
 - 1. Ratio of Loose Compost to Topsoil by Volume: 1:3
 - 2. Weight of Lime per 1000 Sq. Ft.: 90 lbs.
 - 3. Weight of Commercial Fertilizer per 1000 Sq. Ft.: 11 lbs.
- B. Planting Soil: Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process and stockpiled on-site. Verify suitability of native surface topsoil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - 1. Supplement with planting soil when quantities are insufficient.
 - 2. Mix existing, native surface topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
 - a. Ratio of Loose Compost to Topsoil by Volume: 1:3.
 - b. Weight of Lime per 1000 Sq. Ft.: 90 lbs.
 - c. Weight of Commercial Fertilizer per 1000 Sq. Ft.: 11 lbs.
- C. Planting Soil: Imported topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.
 - 1. Additional Properties of Imported Topsoil or Manufactured Topsoil: Screened and free of stones 1 inch or larger in any dimension; free of roots, plants, sod, clods, clay lumps, pockets of coarse sand, paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials harmful to plant growth; free of obnoxious weeds and invasive plants including quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and bromegrass; not infested with nematodes, grubs, other pests, pest eggs, or other undesirable organisms and disease-causing plant pathogens;

friable and with sufficient structure to give good tilth and aeration. Continuous, air-filled, pore-space content on a volume/volume basis shall be at least 15 percent when moisture is present at field capacity. Soil shall have a field capacity of at least 15 percent on a dry weight basis.

2. Mix imported topsoil or manufactured topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
 - a. Ratio of Loose Compost to Topsoil by Volume: 1:3.
 - b. Weight of Lime per 1000 Sq. Ft.: 90 lbs.
 - c. Weight of Commercial Fertilizer per 1000 Sq. Ft.: 11 lbs.

2.6 WEED-CONTROL BARRIERS

- A. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 3 oz./sq. yd. minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.

2.7 TREE-STABILIZATION MATERIALS

- A. Stakes and Guys:
 1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-4-inch nominal by length indicated, pointed at one end.
 2. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles or compression springs.
 3. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch in diameter.
 4. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.
 5. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.
- B. Root-Ball Stabilization Materials:
 1. Upright Stakes and Horizontal Hold-Down: Rough-sawn, sound, new hardwood or softwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated; stakes pointed at one end.
 2. Wood Screws: ASME B18.6.1.

2.8 MISCELLANEOUS PRODUCTS

- A. Wood Pressure-Preservative Treatment: AWP A U1, Use Category UC4a; acceptable to authorities having jurisdiction, and containing no arsenic or chromium.
- B. Root Barrier: Black, molded, modular panels manufactured with 50 percent recycled polyethylene plastic with ultraviolet inhibitors, 85 mils thick, with vertical root deflecting ribs protruding 3/4 inch out from panel, and each panel 18 inches wide.
- C. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
- D. Burlap: Non-synthetic, biodegradable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
 - 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

3.3 PLANTING AREA ESTABLISHMENT

- A. Loosen subgrade of planting areas to a minimum depth of 5 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
 - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
 - b. Mix lime with dry soil before mixing fertilizer.
 - 2. Spread planting soil to a depth of 5 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

- a. Spread approximately one-half the thickness of planting soil over loosened subgrade. Mix thoroughly into top 2 inches of subgrade. Spread remainder of planting soil.
- B. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 2. Excavate approximately three times as wide as ball diameter for balled and burlapped or container-grown stock.
 - 3. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
 - 4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
 - 5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
 - 6. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
 - 7. Maintain supervision of excavations during working hours.
 - 8. Keep excavations covered or otherwise protected overnight and when unattended by Installer's personnel.
- B. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.
- C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
1. Backfill: Use planting soil.
 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
1. Backfill: Use planting soil.
 2. Carefully remove root ball from container without damaging root ball or plant.
 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Fabric Bag-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
1. Backfill: Use planting soil
 2. Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- F. Bare-Root Stock: Set and support each plant in center of planting pit or trench with root flare 1 inch above adjacent finish grade.
1. Backfill: Use planting soil.
 2. Spread roots without tangling or turning toward surface, and carefully work backfill roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling, and maintain plumb while working backfill around roots and placing layers above roots.
 3. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside soil-covered roots about 1 inch from root tips; do not place tablets in bottom of the hole or touching the roots.
 4. Continue backfilling process. Water again after placing and tamping final layer of soil.

- G. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 MECHANIZED TREE-SPADE PLANTING

- A. Trees may be planted with an approved mechanized tree spade at the designated locations. Do not use tree spade to move trees larger than the maximum size allowed for a similar field-grown, balled-and-burlapped root-ball diameter according to ANSI Z60.1, or larger than manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller.
- B. Use the same tree spade to excavate the planting hole as will be used to extract and transport the tree.
- C. When extracting the tree, center the trunk within the tree spade and move tree with a solid ball of earth.
- D. Cut exposed roots cleanly during transplanting operations.
- E. Plant trees as shown on Drawings, following procedures in "Tree, Shrub, and Vine Planting" Article.
- F. Where possible, orient the tree in the same direction as in its original location.

3.7 TREE, SHRUB, AND VINE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Do not apply pruning paint to wounds.

3.8 TREE STABILIZATION

- A. Install trunk stabilization as follows unless otherwise indicated:
 - 1. Upright Staking and Tying: Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend one-third of trunk height above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.
 - 2. Use two stakes for trees up to 12 feet high and 2-1/2 inches or less in caliper; three stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees.
 - 3. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
 - 4. Support trees with two strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
- B. Staking and Guying: Stake and guy trees more than 14 feet in height and more than 3 inches in caliper unless otherwise indicated. Securely attach no fewer than three guys to stakes 30 inches long, driven to grade.
 - 1. Site-Fabricated Staking-and-Guying Method:
 - a. For trees more than 6 inches in caliper, anchor guys to wood deadmen buried at least 36 inches below grade. Provide compression spring for each guy wire and tighten securely.

- b. Support trees with bands of flexible ties at contact points with tree trunk and reaching to compression spring. Allow enough slack to avoid rigid restraint of tree.
 - c. Support trees with strands of cable or multiple strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk and reaching to compression spring. Allow enough slack to avoid rigid restraint of tree.
 - d. Attach flags to each guy wire, 30 inches above finish grade.
- C. Root-Ball Stabilization: Install at- or below-grade stabilization system to secure each new planting by the root ball unless otherwise indicated.
- 1. Wood Hold-Down Method: Place vertical stakes against side of root ball and drive them into subsoil; place horizontal wood hold-down stake across top of root ball and screw at each end to one of the vertical stakes.
 - a. Install stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation. Saw stakes off at horizontal stake.
 - b. Install screws through horizontal hold-down and penetrating at least 1 inch into stakes. Predrill holes if necessary to prevent splitting wood.
 - c. Install second set of stakes on other side of root trunk for larger trees as indicated.

3.9 ROOT-BARRIER INSTALLATION

- A. Install root barrier where trees are planted within 48 inches of paving or other hardscape elements, such as walls, curbs, and walkways, unless otherwise indicated on Drawings.
- B. Align root barrier vertically, and run it linearly along and adjacent to the paving or other hardscape elements to be protected from invasive roots.
- C. Install root barrier continuously for a distance of 60 inches in each direction from the tree trunk, for a total distance of 10 feet per tree. If trees are spaced closer, use a single continuous piece of root barrier.
 - 1. Position top of root barrier according to manufacturer's written recommendations.
 - 2. Overlap root barrier a minimum of 12 inches at joints.
 - 3. Do not distort or bend root barrier during construction activities.
 - 4. Do not install root barrier surrounding the root ball of tree.

3.10 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings in even rows with triangular spacing.
- B. Use planting soil for backfill.
- C. Dig holes large enough to allow spreading of roots.
- D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.
- E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

- G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.11 PLANTING AREA MULCHING

- A. Install weed-control barriers before mulching according to manufacturer's written instructions. Completely cover area to be mulched, overlapping edges a minimum of 6 inches and secure seams with galvanized pins.
- B. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Trees and Treelike Shrubs in Turf Areas: Apply organic mulch ring of 3-inch average thickness, with 24-inch radius around trunks or stems. Do not place mulch within 3 inches of trunks or stems.
 - 2. Organic Mulch in Planting Areas: Apply 3-inch average thickness of organic mulch extending 12 inches beyond edge of individual planting pit or trench, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.12 EDGING INSTALLATION

- A. Aluminum Edging: Install aluminum edging where indicated on Drawings according to manufacturer's written instructions.

3.13 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.14 REPAIR AND REPLACEMENT

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations.
 - 1. Perform repairs of damaged trunks, branches, and roots within 24 hours
 - 2. Replace trees and other plants that cannot be repaired and restored to full-growth status.
- B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition or are damaged during construction operations.
 - 1. Species of Replacement Trees: Same species being replaced

3.15 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.
- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

END OF SECTION 32 93 00

SECTION 333216 – PACKAGED WASTEATER PUMPING STATION

PART 1 - GENERAL

1.1 GENERAL DESCRIPTION

- A. The MANUFACTURER shall furnish complete factory-built and tested grinder pump unit(s), each consisting of a grinder pump core(s) all suitably mounted on an integral stand of stainless steel, special polyethylene tank, electrical quick disconnect (NEMA 6P), pump removal harness, discharge assembly/shut-off valve, anti-siphon valve/check valve assembly, electrical alarm assembly and all necessary internal wiring and controls. For ease of serviceability, all pump motor/grinder units shall be of like type and horsepower throughout the system.

1.2 SUBMITTALS

- A. After receipt of notice to proceed, the MANUFACTURER shall furnish a minimum of six sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The ENGINEER shall promptly review this data, and return two copies as accepted, or with requested modifications. Upon receipt of accepted shop drawings, the MANUFACTURER shall proceed immediately with fabrication of the equipment.

1.3 MANUFACTURER

- A. Grinder pump stations, complete with all appurtenances, form an integral system, and as such, shall be supplied by one grinder pump station manufacturer. The CONTRACTOR shall be responsible for the satisfactory operation of the entire system. The equipment specified shall be a product of a company experienced in the design and manufacture of grinder pumps for specific use in low pressure sewage systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of grinder pump replacement parts. The MANUFACTURER shall provide, upon request, a reference and contact list from ten of its largest contiguous grinder pump installations of the type of grinder pumps described within this specification.
- B. The MANUFACTURER of the grinder pump station shall be Environment One Corporation (or Proposed Alternate).
- C. Attention is directed to the fact that the drawings and overall system design are based on a particular piece of equipment from a particular manufacturer. These specifications are intended to provide guidelines for standard equipment of a recognized manufacturer who already meets all the requirements of this specification.

1.3a ALTERNATE EQUIPMENT

- A. In the event that the CONTRACTOR or another supplier proposes an Alternate to the specified MANUFACTURER, the ENGINEER recognizes that it will be difficult to conform to certain details of this Specification due to different manufacturing techniques or grinder pump station designs. If proposing an Alternate, the CONTRACTOR (supplier) must submit, no less than 15 business days in advance of the bid date, a complete description of any changes that will be necessary to the system design, a complete submittal package as outlined in Section 1.02 SUBMITTALS, a system hydraulic analysis based on the proposed pump (including pipe sizes, flows, velocities, retention times and number and location of recommended valves and cleanouts, if any), a list of exceptions to this specification, and demonstration of compliance to Section 1.04 EXPERIENCE CLAUSE of this specification. The CONTRACTOR (supplier) must also complete the Manufacturer Disclosure Statement found at the end of this specification. This information must be submitted to the ENGINEER for pre-approval of the alternate equipment being proposed and determination of compliance with these Contract Documents. If the equipment differs

materially or differs from the dimensions given on the Drawings, the CONTRACTOR (supplier) shall submit complete drawings showing elevations, dimensions, or any necessary changes to the Contract Documents for the proposed equipment and its installation. Pre-approval, if granted, will be provided in writing by the ENGINEER to the CONTRACTOR (supplier) at least five business days in advance of the bid date. If the ENGINEER'S approval is obtained for Alternate Equipment, the CONTRACTOR (supplier) must make any needed changes in the structures, system design, piping or electrical systems necessary to accommodate the proposed equipment at the expense of the CONTRACTOR (supplier).

1.4 EXPERIENCE CLAUSE

- A. The equipment furnished hereunder shall be the product of a company experienced in the design and manufacture of grinder pumps specifically designed for use in low pressure systems. All manufacturers proposing equipment for this project shall have at least 10 years of experience in the design and manufacture of units of identical size(s) and performance to the specified units. All manufacturers proposing equipment for this project must also have not less than 500 successful installations of low pressure sewer systems utilizing grinder pumps of like type to the grinder pumps specified herein. An installation is defined as a minimum of 25 pumps discharging into a common force main which forms a low pressure sewer system. The CONTRACTOR (supplier) proposing alternate equipment shall also submit, as part of the bid schedule, an installation list with contact person(s), phone number(s) and date(s) of at least 10 installations of the type of pump specified herein that have been in operation for at least 10 years.
- B. In lieu of this experience clause, the CONTRACTOR (supplier) of alternate equipment will be required to submit a 5-year performance bond for 100 percent of the stipulated cost of the equipment as bid and as shown in the Bid Schedule. This performance bond will be used to guarantee the replacement of the equipment in the event that it fails within the bond period.

1.5 OPERATING CONDITIONS

- A. The pumps shall be capable of delivering 15 GPM against a rated total dynamic head of 0 feet (0 PSIG), 11 GPM against a rated total dynamic head of 92 feet (40 PSIG), and 7.8 GPM against a rated total dynamic head of 185 feet (80 PSIG). The pump(s) must also be capable of operating at negative total dynamic head without overloading the motor(s). Under no conditions shall in-line piping or valving be allowed to create a false apparent head.

1.6 WARRANTY

- A. The grinder pump MANUFACTURER shall provide a part(s) and labor warranty on the complete station and accessories, including, but not limited to, the panel for a period of 24 months after notice of OWNER'S acceptance, but no greater than 27 months after receipt of shipment. Any manufacturing defects found during the warranty period will be reported to the MANUFACTURER by the OWNER and will be corrected by the MANUFACTURER at no cost to the OWNER.

1.7 WARRANTY PERFORMANCE CERTIFICATION

- A. As a bid certification requirement, each bidder shall provide with their bid schedule a Warranty Performance Certification statement executed by the most senior executive officer of the grinder pump MANUFACTURER, which certifies a minimum of a 24-month warranty. They must further detail any exclusions from the warranty or additional cost items required to maintain the equipment in warrantable condition, including all associated labor and shipping fees, and certify that the MANUFACTURER will bear all costs to correct any original equipment deficiency for the effective period of the warranty. All preventive maintenance type requirements shall be included in this form as exclusions. These requirements include, but are not limited to, unjamming of grinder mechanism, periodic motor maintenance, and periodic cleaning of liquid level controls. Should the CONTRACTOR (supplier) elect to submit a performance bond in lieu of the experience clause outlined above, this Warranty Performance Certification shall also be used as a criterion to evaluate the CONTRACTOR'S (supplier's) performance over the warranty period. A

Warranty Performance Certification form is included with the bid schedule and must be completed and submitted as part of the bid package. Bids with incomplete forms or missing forms will be considered nonresponsive.

PART 2 – PRODUCTS

2.1 PUMP

- A. The pump shall be a custom designed, integral, vertical rotor, motor driven, solids handling pump of the progressing cavity type with a single mechanical seal. Double radial O-ring seals are required at all casting joints to minimize corrosion and create a protective barrier. All pump castings shall be cast iron, fully epoxy coated to 8-10 mil Nominal dry thickness, wet applied. The rotor shall be through-hardened, highly polished, precipitation hardened stainless steel. The stator shall be of a specifically compounded ethylene propylene synthetic elastomer. This material shall be suitable for domestic wastewater service. Its physical properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, excellent aging properties, and outstanding wear resistance. Buna-N is not acceptable as a stator material because it does not exhibit the properties as outlined above and required for wastewater service.

2.2 GRINDER

- A. The grinder shall be placed immediately below the pumping elements and shall be direct-driven by a single, one-piece motor shaft. The grinder impeller (cutter wheel) assembly shall be securely fastened to the pump motor shaft by means of a threaded connection attaching the grinder impeller to the motor shaft. Attachment by means of pins or keys will not be acceptable. The grinder impeller shall be a one-piece, 4140 cutter wheel of the rotating type with inductively hardened cutter teeth. The cutter teeth shall be inductively hardened to Rockwell 50 – 60c for abrasion resistance. The shredder ring shall be of the stationary type and the material shall be white cast iron. The teeth shall be ground into the material to achieve effective grinding. The shredder ring shall have a staggered tooth pattern with only one edge engaged at a time, maximizing the cutting torque. These materials have been chosen for their capacity to perform in the intended environment as they are materials with wear and corrosive resistant properties.
- B. This assembly shall be dynamically balanced and operate without objectionable noise or vibration over the entire range of recommended operating pressures. The grinder shall be constructed so as to minimize clogging and jamming under all normal operating conditions including starting. Sufficient vortex action shall be created to scour the tank free of deposits or sludge banks which would impair the operation of the pump. These requirements shall be accomplished by the following, in conjunction with the pump:
 - 1. The grinder shall be positioned in such a way that solids are fed in an upward flow direction.
 - 2. The maximum flow rate through the cutting mechanism must not exceed 4 feet per second. This is a critical design element to minimize jamming and as such must be adhered to.
 - 3. The inlet shroud shall have a diameter of no less than 5 inches. Inlet shrouds that are less than 5 inches in diameter will not be accepted due to their inability to maintain the specified 4 feet per second maximum inlet velocity which by design prevents unnecessary jamming of the cutter mechanism and minimizes blinding of the pump by large objects that block the inlet shroud.
 - 4. The impeller mechanism must rotate at a nominal speed of no greater than 1800 rpm.
- C. The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of “foreign objects,” such as paper, wood, plastic, glass, wipes, rubber and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/4" diameter stainless steel discharge piping.

2.3 ELECTRIC MOTOR

- A. As a maximum, the motor shall be a 1 HP, 1725 RPM, 240 Volt 60 Hertz, 1 Phase, capacitor start, ball bearing, air-cooled induction type with Class F insulation, low starting current not to exceed 30 amperes and high starting torque of 8.4 foot pounds. The motor shall be press-fit into the casting for better heat transfer and longer winding life. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal overload protector incorporated into the motor. The motor protector shall be specifically investigated and listed by Underwriters Laboratories Inc. for the application. Non-capacitor start motors or permanent split capacitor motors will not be accepted because of their reduced starting torque and consequent diminished grinding capability. The wet portion of the motor armature must be 300 Series stainless steel. To reduce the potential of environmental concerns, the expense of handling and disposing of oil, and the associated maintenance costs, oil-filled motors will not be accepted. Pump operation during instances of potentially damaging high current or low voltage conditions shall be inhibited by an in-pump electrical monitoring system that has been investigated and listed by Underwriters Laboratories Inc. for the application. Motor start shall be controlled by a DC driven electromechanical relay integrated within the control compartment of the pump. Electrical monitoring shall ensure the relay operates reliably. AC Mechanical contactors for motor start are susceptible to damage from short cycling and will not be accepted.

2.4 MECHANICAL SEAL

- A. The pump/core shall be provided with a mechanical shaft seal to prevent leakage between the motor and pump. The seal shall have a stationary ceramic seat and carbon rotating surface with faces precision lapped and held in position by a stainless steel spring.

2.5 TANK

- A. Polyethylene Construction. The tank shall be made of rotational molded polyethylene with high environmental stress cracking resistance. All seams created during tank construction are to be factory tested for leak tightness. The tank wall and bottom must withstand the pressure exerted by saturated soil loading at maximum burial depth. All station components must function normally when exposed to 150 percent of the maximum external soil and hydrostatic pressure.
- B. The overall basin capacity shall be 486 gallons. The basin shall incorporate a tapered bottom with an inside diameter of no greater than 46 inches, reducing to a diameter of no greater than 42 inches to minimize the retained volume. The largest diameter must be no less than 50 inches and no greater than 52 inches.
- C. A station that is 75 inches tall shall have no greater than a 50 inch outside diameter hinged aluminum cover. The 75 inch tall station can be extended in 6 inch increments with normal cylindrical fiberglass extensions.
- D. Taller stations shall have a fiberglass accessway with a hinged, aluminum cover. The accessway shall be an extension of the wetwell assembly and shall include a lockable cover assembly, with vent, providing low profile mounting. The cover shall be aluminum, with a load rating of 300 pounds per square foot. The cover shall have an outside diameter of no greater than 50 inches. Accessway design and construction shall enable field extension of station height in 6-inch increments without the use of any adhesives or sealants requiring cure time before installation can be completed. The accessway wall must withstand the pressure exerted by saturated soil loading at maximum burial depth and must function normally when exposed to 150 percent of the maximum external soil and hydrostatic pressure.
- E. The tank and factory penetrations shall be factory tested and guaranteed to be watertight.
- F. The tank shall be furnished with one EPDM grommet fitting to accept a 4.50" OD DWV or Schedule 40 pipe. Tank dimensions shall be as shown on the contract drawings.

- G. The discharge bulkheads (manifolds) shall be factory installed and warranted by the manufacturer to be watertight. The following provides a description and orientation of the discharge bulkhead(s) for each station type:
1. DUPLEX STATION – The tank shall have one stainless steel duplex discharge manifold terminating outside the tank wall with a 1-1/4" female NPT pipe thread.
 2. TRIPLEX STATION – The tank shall have one stainless steel duplex discharge manifold and one stainless steel simplex discharge bulkhead, each terminating outside the tank wall with a 1-1/4" female NPT pipe thread and located 180 degrees from each other.
 3. QUADPLEX STATION – The tank shall have two stainless steel duplex discharge manifolds, each terminating outside the tank wall with a 1-1/4" female NPT pipe thread and located 180 degrees from each other.

2.6 DISCHARGE HOSE AND DISCONNECT/VALVE

- A. All discharge fittings and piping shall be constructed of polypropylene, EPDM or PVC. The discharge hose assembly shall include a shut-off valve rated for 200 psi WOG and a quick disconnect feature to simplify installation and pump removal. The bulkhead penetration shall be factory installed and warranted by the manufacturer to be watertight.

2.7 ELECTRICAL QUICK DISCONNECT

- A. The grinder pump core shall include a factory-installed NEMA 6P electrical quick disconnect (EQD) for all power and control functions. The EQD will be supplied with 32' total, 25' of useable, electrical supply cable (ESC) to connect to the alarm panel. The EQD shall require no tools for assembly, seal against water before the electrical connection is made, and include radial seals to assure a watertight seal regardless of tightening torque. Plug-type connections of the power cable onto the pump housing will not be acceptable due to the potential for leaks and electrical shorts. Junction boxes are not acceptable due to the large number of potential leak points. The EQD shall be so designed to be conducive to field wiring as required.

2.8 CHECK VALVE

- A. The pump discharge shall be equipped with a factory installed, gravity operated, flapper-type integral check valve built into the discharge piping. The check valve will provide a full-ported passageway when open, and shall introduce a friction loss of less than 6 inches of water at maximum rated flow. Moving parts will be made of a 300 Series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly providing a maximum degree of freedom to assure seating even at a very low back-pressure. The valve body shall be an injection molded part made of an engineered thermoplastic resin. The valve shall be rated for continuous operating pressure of 235 psi. Ball-type check valves are unacceptable due to their limited sealing capacity in slurry applications.

2.9 ANTI-SIPHON VALVE

- A. The pump discharge shall be equipped with a factory-installed, gravity-operated, flapper-type integral anti-siphon valve built into the discharge piping. Moving parts will be made of 300 Series stainless steel and fabric-reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly, providing a maximum degree of freedom to ensure proper operation even at a very low pressure. The valve body shall be injection-molded from an engineered thermoplastic resin. Holes or ports in the discharge piping are not acceptable anti-siphon devices due to their tendency to clog from the solids in the slurry being pumped. The anti-siphon port diameter shall be no less than 60% of the inside diameter of the pump discharge piping.

2.10 CORE UNIT

- A. The grinder pump station shall have an easily removable core assembly containing pump, motor, grinder, all motor controls, check valve, anti-siphon valve, electrical quick disconnect and wiring. The watertight integrity of the core unit shall be established by a 100% factory test at a minimum of 5 PSIG.

2.11 CONTROLS

- A. All necessary motor starting controls shall be located in the cast iron enclosure of the core unit secured by stainless steel fasteners. Locating motor starting controls in a plastic enclosure is not acceptable. Wastewater level sensing controls shall be housed in a separate enclosure from motor starting controls. Level sensor housing must be sealed via a radial type seal; solvents or glues are not acceptable. Level sensing control housing must be integrally attached to pump assembly so that it may be removed from the station with the pump and in such a way as to minimize the potential for the accumulation of grease and debris accumulation, etc. Level sensing housing must be a high-impact thermoplastic copolymer over-molded with a thermo plastic elastomer. The use of PVC for the level sensing housing is not acceptable.
- B. Non-fouling wastewater level controls for controlling pump operation shall be accomplished by monitoring the pressure changes in an integral air column connected to a pressure switch. The air column shall be integrally molded from a thermoplastic elastomer suitable for use in wastewater and with excellent impact resistance. The air column shall have only a single connection between the water level being monitored and the pressure switch. Any connections are to be sealed radially with redundant O-rings. The level detection device shall have no moving parts in direct contact with the wastewater and shall be integral to the pump core assembly in a single, readily-exchanged unit. Depressing the push to run button must operate the pump even with the level sensor housing removed from the pump.
- C. All fasteners throughout the assembly shall be 300 Series stainless steel. High-level sensing will be accomplished in the manner detailed above by a separate air column sensor and pressure switch of the same type. Closure of the high-level sensing device will energize an alarm circuit as well as a redundant pump-on circuit. For increased reliability, pump ON/OFF and high-level alarm functions shall not be controlled by the same switch. Float switches of any kind, including float trees, will not be accepted due to the periodic need to maintain (rinsing, cleaning) such devices and their tendency to malfunction because of incorrect wiring, tangling, grease buildup, and mechanical cord fatigue. To assure reliable operation of the pressure switches, each core shall be equipped with a factory installed equalizer diaphragm that compensates for any atmospheric pressure or temperature changes. Tube or piping runs outside of the station tank or into tank-mounted junction boxes providing pressure switch equalization will not be permitted due to their susceptibility to condensation, kinking, pinching, and insect infestation. The grinder pump will be furnished with a 6 conductor 14 gauge, type SJOW cable, pre-wired and watertight to meet UL requirements with a FACTORY INSTALLED NEMA 6P EQD half attached to it.

2.12 STAINLESS STEEL CURB STOP/CHECK VALVE ASSEMBLY (UNI-LATERAL)

- A. The curb stop shall be pressure-tight in both directions. The ball valve actuator shall include position stop features at the fully opened and closed positions. The curb stop/check valve assembly shall be designed to withstand a working pressure of 235 psi.
- B. The stainless steel check valve shall be integral with the curb stop valve. The check valve will provide a full-ported 1-1/4" passageway and shall introduce minimal friction loss at maximum rated flow. The flapper hinge design shall provide a maximum degree of freedom and ensure seating at low back pressure.
- C. Engineered Thermoplastic Fittings – All plastic fitting components are to be in compliance with applicable ASTM standards.
- D. All pipe connections shall be made using compression fitting connections including a Buna-N O-ring for sealing to the outside diameter of the pipe. A split-collet locking device shall be integrated into all pipe connection fittings to securely restrain the pipe from hydraulic pressure and external loading caused by shifting and settling.

- E. Curb Boxes – Curb boxes shall be constructed of ABS, conforming to ASTM-D 1788. Lid top casting shall be cast iron, conforming to ASTM A-48 Class 25, providing magnetic detectability, and be painted black. All components shall be inherently corrosion-resistant to ensure durability in the ground. Curb boxes shall provide height adjustment downward (shorter) from their nominal height.
- F. High Density Polyethylene Pipe (Supplied by others) – Pipe shall be have a working pressure of 160 psi minimum and shall be classified SDR per ASTM D 3035.
- G. Pipe Dimensions – The SDR (Standard Dimension Ratio) of the pipe supplied shall be as specified by the SPECIFYING ENGINEER. SDR 7, 9 and 11 fittings are available from the MANUFACTURER.
- H. Factory Test – The stainless steel, combination curb stop/check valve component shall be 100 percent hydrostatically tested to 150 psi in the factory.
- I. Construction Practices – Pipe shall be stored on clean, level ground to prevent undue scratching or gouging of the pipe. If the pipe must be stacked for storage, such stacking should be in accordance with the pipe manufacturer’s recommendations. The pipe should be handled in such a manner that it is not damaged by being dragged over sharp objects or cut by chokers or lifting equipment.
- J. Segments of pipe having cuts or gouges in excess of 10 percent of the wall thickness of the pipe shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the butt fusion joining method. Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be the butt-fusion method and shall be performed in strict accordance with the pipe manufacturer’s recommendations. The butt-fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, fusion temperature, alignment, and fusion pressure.
- K. Fused segments of pipe shall be handled so as to avoid damage to the pipe. When lifting fused sections of pipe, chains or cable-type chokers should be avoided. Nylon slings are preferred. Spreader bars should be used when lifting long, fused sections. Care should be exercised to avoid cutting or gouging the pipe.
- L. Installation – Assemble the compression fittings according to the fitting manufacturer’s recommendations.
- M. The trench and trench bottom should be constructed in accordance with ASTM D 2321. Embedment materials should be Class I, Class II or Class III materials as defined in ASTM D 2321. The use of Class IV and/or Class V materials for embedment is not recommended and should be allowed only with the approval of the SPECIFYING ENGINEER. Bedding of the pipe should be performed in accordance with ASTM D 2321. Compaction should be as specified in ASTM D 2321. Deviations from the specified compaction shall be approved by the SPECIFYING ENGINEER.
- N. Haunching and initial backfill should be as specified in ASTM D 2321 using Class I, Class II or Class III materials. Materials used and compaction shall be as specified by the SPECIFYING ENGINEER. In cases where a compaction of 85 percent Standard Proctor Density is not attainable, the SPECIFYING ENGINEER may wish to increase the SDR of the pipe to provide adequate stiffness. ASTM D 2321 sections titled “Minimum Cover for Load Application,” “Use of Compaction Equipment” and “Removal of Trench Protection” should apply unless directed otherwise by the SPECIFYING ENGINEER.

2.13 ALARM PANELS

- A. SIMPLEX PANEL (FOR USE WITH A TRIPLEX STATION):
 - 1. Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic polyester to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized

personnel. The enclosure shall not exceed 10.5" W x 14" H x 7" D, or 12.5" W x 16" H x 7.5" D if certain options are included.

2. The alarm panel shall contain one 15-amp, double-pole circuit breaker for the pump core's power circuit and one 15-amp single-pole circuit breaker for the alarm circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.
3. The alarm panel shall include the following features: external audible and visual alarm; push-to-run switch; push-to-silence switch; redundant pump start; and high level alarm capability. The alarm sequence is to be as follows when the pump and alarm breakers are on:
 - a. When liquid level in the sewage wet-well rises above the alarm level, the contacts on the alarm pressure switch activate, audible and visual alarms are activated, and the redundant pump starting system is energized.
 - b. The audible alarm may be silenced by means of the externally mounted, push-to-silence button.
 - c. Visual alarm remains illuminated until the sewage level in the wet-well drops below the "off" setting of the alarm pressure switch.
4. The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).
5. The entire alarm panel, as manufactured and including any of the following options shall be listed by Underwriters Laboratories, Inc.
6. (OPTIONAL) Alarm Contacts Package
 - a. Alarm Activated Dry Contacts – Normally open relay contact closes upon alarm activation.
 - b. Alarm Activated Contacts for Remote Indoor Alarm Module – Will work with or without power to the alarm panel and is designed to work with E/One's Remote Sentry.
 - c. Alarm Activated Remote (Powered) Contacts – Normally open contacts that close on alarm, providing 120V on high level alarm.
7. (OPTIONAL) Generator Receptacle and Auto Transfer – The alarm panel shall include a 20 amp, 250 VAC generator receptacle with a spring-loaded, gasketed cover suitably mounted to provide access for connection of an external generator while maintaining a NEMA 4X rating. An automatic transfer switch shall be provided, which automatically switches from AC power to generator power. Power shall be provided to that alarm panel through the generator receptacle whenever power is present at the receptacle, allowing the audible and visual alarms to function normally in generator mode. When power is no longer applied to the generator receptacle, the panel is automatically switched back to the AC Mains power. (No manual switching within the panel enclosure is necessary to switch from generator power back to AC Mains, so the mode cannot be inadvertently left in the generator position after pumping down the station in generator mode as is the case with a manual transfer switch).
8. (OPTIONAL) Service Equipment/Main Service Disconnect Breaker – A separate, internal breaker rated and approved for use as "service equipment" and acts as a main service disconnect of the grinder pump station shall be provided.
9. (OPTIONAL) Remote Sentry Indoor Alarm Module – A separate, remote indoor alarm module shall be provided to indicate a high level alarm with or without AC power to the grinder pump station. The Remote Sentry indoor alarm module shall have an internal power source enabling its continued

operation without AC power. The Remote Sentry shall have an audible alarm and a visual alarm, both of which shall automatically reset if the high level alarm condition is eliminated. The Remote Sentry indoor alarm module shall include a Silence button for the audible alarm and a Test button.

10. (OPTIONAL) Run-time/Hour Meter – A run-time or hour meter to display the total run-time or operation time for the pump core shall be provided.
11. (OPTIONAL) Event/Cycle Counter – An event or cycle counter to display the number of operations of the pump core shall be provided.
12. (OPTIONAL) SENTRY SIMPLEX PROTECT
Provides protection from the following operating conditions:
 - a. Low Voltage (Brownout) Protection – A lockout cycle will prevent the motor from operating and will illuminate an LED if:
 - the incoming AC Mains voltage drops below a predetermined minimum, typically 12% of nameplate (211 volts for a 240 volt system) for 2 to 3 seconds, regardless of whether the motor is running
 - the lockout cycle will end if the incoming AC Mains voltage returns to a predetermined value, typically 10% of nameplate (216 volts for a 240 volt system). The system continues to retest the voltage every second indefinitely. If the lockout cycle has been initiated and the voltage comes back above the predetermined starting voltage, the system will function normally. The LED remains illuminated during a Brownout condition and remains latched until the pump breaker is turned off and then on again (reset). The audible and visual alarm will not be activated unless there is a high wastewater level in the tank.
 - b. Run Dry Protection – A 20-minute lockout cycle will prevent the motor from operating and will illuminate an LED when the wastewater level in the tank is below the pump inlet level. The condition is rechecked every 20 minutes. If the lockout cycle has been initiated and the condition is satisfied, the pump is not allowed to cycle normally but the LED remains latched. The LED will remain latched until the pump breaker is turned off and then on again (reset). If the condition is not satisfied after 3 consecutive attempts, the visual alarm will be activated until the pump breaker is turned off and on (reset) or until there is one cycle of normal operation. If a high level condition is presented at any time, a pump run cycle will be activated.
 - c. High System Pressure Protection – A 20-minute lockout cycle will prevent the motor from operating and will illuminate an LED when the pressure in the discharge line is atypically high (closed valve or abnormal line plug). The condition is rechecked every 20 minutes. If the condition is satisfied, the pump is allowed to cycle normally but the LED remains latched. If the condition is not satisfied after 3 consecutive attempts, the pump is locked out indefinitely until the condition is removed and power is reset. The LED will remain latched until the pump breaker is turned off and then on again (reset). The audible and visual alarm will be activated.
13. In all of the above cases, if more than one error condition is presented, the LED depicting the most recent error condition will be displayed.
14. Other included features:
 - a. Alarm Activated Dry Contacts – Normally open relay contact closes upon alarm activation.
 - b. Alarm Activated Contacts for Remote Indoor Alarm Module – Will work with or without power to the alarm panel and is designed to work with E/One's Remote Sentry.
 - c. Includes Inner Door Dead Front
 - d. Separate LED's for each condition
15. (OPTIONAL) SENTRY SIMPLEX PROTECT PLUS:
 - a. All Sentry Protect features (as detailed above)
 - b. High/Low Voltage monitoring with Trouble indication

- c. High/Low Wattage (wattage is used instead of current because it is a better indicator of pump performance) monitoring with Trouble indication
 - d. Extended Run Time monitoring with Trouble indication
 - e. Cycle/Event Counter
 - f. Run Time Counter (Hour Meter)
 - g. Run Time Limit (time adjustable, user selected options: 10 minutes (default) to 120 minutes in 1-minute intervals)
 - h. Power-up Delay (time adjustable, user selected options: None (default), to 300 minutes in 1-minute intervals)
 - i. Alarm Delay (time adjustable, user selected options: None (default) or adjustable in 1-minute intervals)
 - j. System self-test diagnostic
 - k. User selectable Alarm latch
 - l. User Selectable Protect Mode disable
 - m. User selectable buzzer timer
16. Specific Protect PLUS indicators and programming features shall include:
- a. Ready LED to indicate AC power to the station is satisfactory
 - b. Pump Run LED to indicate pump is operating
 - c. Trouble LED indicator and predictive Visual Alarm notification (“blinking” alarm lamp; clears on Normal cycle)
 - d. High Level Alarm LED indicator
 - e. Manual Run switch to manually activate pump
 - f. Menu-driven programmable controller with navigation overlay-type buttons (Enter, Scroll, Up, Down)
 - g. Normal Operation LED and Mode button for Mode status
 - h. Pump Performance menu LED with LCD Display of the following pump performance statistics:
 - Real-time Voltage
 - Real-time Amperage
 - Real-time Wattage
 - Minimum/Maximum/Average Voltage
 - Minimum/Maximum/Average Amperage
 - Minimum/Maximum/Average Wattage
 - Minimum/Maximum Run-time
 - Average Run-time
 - Last Run-time
 - Cycle/Event Counter
 - Run Time Counter (Hour Meter)
 - i. Diagnostics Menu LED
 - j. Initialize System Menu LED
 - k. Run Limit Menu LED
 - l. Alarm Delay Menu LED
 - m. Power Delay Menu LED

B. DUPLEX STATIONS - MOD T260 DUPLEX:

- 1. Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized personnel. The standard enclosure shall not exceed 12.5" W x 16" H x 7.5" D.
- 2. The panel shall contain one 15-amp single pole circuit breaker for the alarm circuit and one 15-amp double pole circuit breaker per core for the power circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be

protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.

3. The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).
4. The high-level alarm system shall operate as follows:
 - a. The panel will go into alarm mode if either pump's alarm switch closes. During the initial alarm mode both pumps will run and the alarm light and buzzer will be delayed for a period of time based on user settings (default is 3-1/2 minutes). If the station is still in high-level alarm after the delay, the light and buzzer will be activated.
 - b. The audible alarm may be silenced by means of the externally mounted push-to-silence button.
 - c. The visual alarm remains illuminated until the sewage level in the wet well drops below the "off" setting of the alarm switch for both pumps.
5. The high-level alarm system shall operate as follows:
 - a. The entire alarm panel, as manufactured and including any of the following options shall be listed by Underwriters Laboratories, Inc.
 - b. (OPTIONAL) Generator Receptacle and Auto Transfer – The alarm panel shall include a 20 amp, 250 VAC generator receptacle with a spring-loaded, gasketed cover suitably mounted to provide access for connection of an external generator while maintaining a NEMA 4X rating. An automatic transfer switch shall be provided, which automatically switches from AC power to generator power. Power shall be provided to the alarm panel through the generator receptacle whenever power is present at the receptacle, allowing the audible and visual alarms to function normally in generator mode. When power is no longer applied to the generator receptacle, the panel is automatically switched back to the AC Mains power. (No manual switching within the panel enclosure is necessary to switch from generator power back to AC Mains, so the mode cannot be inadvertently left in the generator position after pumping down the station in generator mode as is the case with a manual transfer switch).
 - c. (OPTIONAL) Service Equipment/Main Service Disconnect Breaker – A separate, internal breaker rated and approved for use as "service equipment" and acts as a main service disconnect of the grinder pump station shall be provided.
 - d. (OPTIONAL) Remote Sentry Indoor Alarm Module – A separate, remote indoor alarm module shall be provided to indicate a high level alarm with or without AC power to the grinder pump station. The Remote Sentry indoor alarm module shall have an internal power source enabling its continued operation without AC power. The Remote Sentry shall have an audible alarm and a visual alarm, both of which shall automatically reset if the high level alarm condition is eliminated. The Remote Sentry indoor alarm module shall include a Silence button for the audible alarm and a Test button.
 - e. (OPTIONAL) Run-time/Hour Meter – A run-time or hour meter to display the total run-time or operation time for the pump core shall be provided.
 - f. (OPTIONAL) Event/Cycle Counter – An event or cycle counter to display the number of operations of the pump core shall be provided.
 - g. (OPTIONAL) External Autodialer –
 - Four separate voice message alarm zones
 - Calls up to 8 telephones, cell phones or pagers
 - Built-in line seizure
 - Remote Turn Off feature allows termination of activated channel
 - EEPROM Memory retains program despite power loss
 - Listen-in verification and communication

- Universal dial tone
- Built-in auxiliary output to drive external siren, strobe or relay
- Five optional settings for notifications of a power loss occurrence — instantaneous, 15 minutes, 2 hours, 12 hours or 24 hours
- One channel for power-loss sensing, three hardwired channels for additional input
- Dialer senses loss of power and based on setting; will notify parties of loss condition only when specified time has elapsed
- If power restores before set time has elapsed, no call will be made
- Package includes battery backup and transformer

C. DUPLEX PROTECT PLUS:

1. Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized personnel. The standard enclosure shall not exceed 12.5" W x 16" H x 7.5" D.
2. The panel shall contain one 15-amp single pole circuit breaker for the alarm circuit and one 15-amp double pole circuit breaker per core for the power circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.
3. The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).
4. The high-level alarm system shall operate as follows:
 - a. The panel will go into alarm mode if either pump's alarm switch closes. During the initial alarm mode both pumps will run and the alarm light and buzzer will be delayed for a period of time based on user settings (default is 3-1/2 minutes). If the station is still in high-level alarm after the delay, the light and buzzer will be activated.
 - b. The audible alarm may be silenced by means of the externally mounted push-to-silence button.
 - c. The visual alarm remains illuminated until the sewage level in the wet well drops below the "off" setting of the alarm switch for both pumps.
5. The entire alarm panel, as manufactured and including any of the following options shall be listed by Underwriters Laboratories, Inc.
6. Contains the following features:
 - a. Alarm Activated Dry Contacts – Normally open relay contact closes upon alarm activation.
 - b. Alarm Activated Contacts for Remote Indoor Alarm Module – Will work with or without power to the alarm panel and is designed to work with E/One's Remote Sentry.
 - c. Includes Inner Door Dead Front
 - d. Separate LED's for each condition
7. PROTECT PLUS FEATURES - Provides protection from the following operating conditions:
 - a. Low Voltage (Brownout) Protection – A lockout cycle will prevent the motor from operating

and will illuminate the Trouble LED if:

- the incoming AC Mains voltage drops below a predetermined minimum, typically 12% of nameplate (211 volts for a 240 volt system) for 2 to 3 seconds, regardless of whether the motor is running
- the lockout cycle will end if the incoming AC Mains voltage returns to a predetermined value, typically 10% of nameplate (216 volts for a 240 volt system). The system continues to retest the voltage every second indefinitely. If the lockout cycle has been initiated and the voltage comes back above the predetermined starting voltage, the system will function normally. The Trouble LED remains illuminated during a Brownout condition and a corresponding Brownout message will be displayed on the LCD screen. The LED will turn off when the Brownout condition ends and the LCD message remains latched until the panel is reset. The audible and visual alarm will not be activated unless there is a high wastewater level in the tank.

- b. Run Dry Protection – A 20-minute lockout cycle will prevent the motor from operating and will illuminate the Trouble LED when the wastewater level in the tank is below the pump inlet shroud. A corresponding Run Dry message will be displayed on the LCD screen. The condition is rechecked every 20 minutes and the LCD message remains latched. If the condition is satisfied, the pump is allowed to cycle normally and the Trouble LED will go out, but the LCD message remains latched. The LCD message will remain latched until the panel is reset. If the condition is not satisfied after 3 consecutive attempts, the visual alarm will be activated until the panel is reset or until there is one cycle of normal operation. If a high level condition is presented at any time, a pump run cycle will be activated.
- c. High System Pressure Protection – A 20-minute lockout cycle will prevent the motor from operating and will illuminate the Trouble LED when the pressure in the discharge line is atypically high (closed valve or abnormal line plug). A corresponding Overpressure message will be displayed on the LCD screen. The condition is rechecked every 20 minutes. If the condition is satisfied, the pump is allowed to cycle normally and the Trouble LED will turn off, but the LCD message remains latched. The LCD message will remain latched until the panel is reset. If the condition is not satisfied after 3 consecutive attempts, the pump is locked out indefinitely and the audible and visual alarm will be activated. The LCD message and alarms will remain latched until the condition is removed and the panel is reset.
- d. In all of the above cases, if more than one error condition is presented, the LCD message depicting the most recent error condition will be displayed.

8. PROTECT PLUS FEATURES:

- n. High/Low Voltage monitoring with Trouble indication
- o. High/Low Wattage (wattage is used instead of current because it is a better indicator of pump performance) monitoring with Trouble indication
- p. Extended Run Time monitoring with Trouble indication
- q. Cycle/Event Counter
- r. Run Time Counter (Hour Meter)
- s. Run Time Limit — time adjustable, user-selected options: 10 minutes (default) to 120 minutes in 1-minute intervals
- t. Power-up Delay — time adjustable, user-selected options: None (default), to 300 minutes in 1-minute intervals
- u. Alarm Delay — time adjustable, user-selected options: zero to 10 minutes in 30-second increments; 4 minutes is default
- v. System self-test diagnostic
- w. User-selectable Alarm latch
- x. User-selectable Protect Mode disable
- y. User-selectable buzzer timer

9. Specific Duplex Protect PLUS indicators and programming features shall include:

- n. Ready LED to indicate AC power to the station is satisfactory
 - o. Pump Run LED to indicate pump is operating (LCD indicates which pump is running)
 - p. Trouble LED indicator and predictive Visual Alarm notification (“blinking” alarm lamp; clears on Normal cycle)
 - q. High Level Alarm LED indicator (LCD indicates which pump is in alarm)
 - r. Manual Run switch to manually activate pumps
 - s. Lead/Lag indication (LCD indicates which pump is lead)
 - t. Menu-driven programmable controller with navigation overlay-type buttons (Enter, Scroll, Up, Down)
 - u. Normal Operation LED and Mode button for Mode status
 - v. Pump Performance menu LED with LCD display of the following pump performance statistics:
 - Real-time Voltage
 - Real-time Amperage
 - Real-time Wattage
 - Minimum/Maximum/Average Voltage
 - Minimum/Maximum/Average Amperage
 - Minimum/Maximum/Average Wattage
 - Minimum/Maximum Run-time
 - Average Run-time
 - Last Run-time
 - Cycle/Event Counter
 - Run Time Counter (Hour Meter)
 - w. Diagnostics Menu LED
 - x. Initialize System Menu LED
 - y. Run Limit Menu LED
 - z. Alarm Delay Menu LED
 - aa. Power Delay Menu LED
 - bb. Pump alternating options (no alternation, adjustable time based and test)
 - cc. Pump alternating time options — 24 hours to 72 hours in 12-hour increments
10. (OPTIONAL) Generator Receptacle and Auto Transfer – The alarm panel shall include a 20 amp, 250 VAC generator receptacle with a spring-loaded, gasketed cover suitably mounted to provide access for connection of an external generator while maintaining a NEMA 4X rating. An automatic transfer switch shall be provided, which automatically switches from AC power to generator power. Power shall be provided to the alarm panel through the generator receptacle whenever power is present at the receptacle, allowing the audible and visual alarms to function normally in generator mode. When power is no longer applied to the generator receptacle, the panel is automatically switched back to the AC Mains power. (No manual switching within the panel enclosure is necessary to switch from generator power back to AC Mains, so the mode cannot be inadvertently left in the generator position after pumping down the station in generator mode as is the case with a manual transfer switch).
11. (OPTIONAL) Service Equipment/Main Service Disconnect Breaker – A separate, internal breaker that is rated and approved for use as “service equipment” and acts as a main service disconnect of the grinder pump station shall be provided.
12. (OPTIONAL) Remote Sentry Indoor Alarm Module – A separate, remote indoor alarm module shall be provided to indicate a high level alarm with or without AC power to the grinder pump station. The Remote Sentry indoor alarm module shall have an internal power source enabling its continued operation without AC power. The Remote Sentry shall have an audible alarm and a visual alarm, both of which shall automatically reset if the high level alarm condition is eliminated. The Remote Sentry indoor alarm module shall include a Silence button for the audible alarm and a Test button.
13. (OPTIONAL) External Autodialer –
- Four separate voice message alarm zones
 - Calls up to 8 telephones, cell phones or pagers
 - Built-in line seizure

- Remote Turn Off feature allows termination of activated channel
- EEPROM Memory retains program despite power loss
- Listen-in verification and communication
- Universal dial tone
- Built-in auxiliary output to drive external siren, strobe or relay
- Five optional settings for notifications of a power loss occurrence — instantaneous, 15 minutes, 2 hours, 12 hours or 24 hours
- One channel for power-loss sensing, three hardwired channels for additional input
- Dialer senses loss of power and based on setting; will notify parties of loss condition only when specified time has elapsed
- If power restores before set time has elapsed, no call will be made
- Package includes battery backup and transformer

D. TRIPLEX STATION: Shall incorporate one simplex panel and one duplex panel as described above.

E. QUADPLEX STATION: Shall incorporate two duplex panels as described above.

2.14 SERVICEABILITY

- A. The grinder pump core, including level sensor assembly, shall have two lifting hooks complete with lift-out harness connected to its top housing to facilitate easy core removal when necessary. The level sensor assembly must be easily removed from the pump assembly for service or replacement. All mechanical and electrical connections must provide easy disconnect capability for core unit removal and installation. Each EQD half must include a water-tight cover to protect the internal electrical pins while the EQD is unplugged. A pump push-to-run feature will be provided for field trouble shooting. The push-to-run feature must operate the pump even if the level sensor assembly has been removed from the pump assembly. All motor control components shall be mounted on a readily replaceable bracket for ease of field service.

2.15 OSHA CONFINED SPACE

- A. All maintenance tasks for the grinder pump station must be possible without entry into the grinder pump station (as per OSHA 1910.146 Permit-required confined spaces). *“Entry means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant’s body breaks the plane of an opening into the space.”*

2.16 SAFETY

- A. The grinder pump shall be free from electrical and fire hazards as required in a residential environment. As evidence of compliance with this requirement, the completely assembled and wired grinder pump station shall be listed by Underwriters Laboratories, Inc., to be safe and appropriate for the intended use. UL listing of components of the station, or third-party testing to UL standard are not acceptable.
- B. The grinder pump shall meet accepted standards for plumbing equipment for use in or near residences, shall be free from noise, odor, or health hazards, and shall have been tested by an independent laboratory to certify its capability to perform as specified in either individual or low pressure sewer system applications. As evidence of compliance with this requirement, the grinder pump shall bear the seal of NSF International. Third-party testing to NSF standard is not acceptable.

PART 3 - EXECUTION

3.1 FACTORY TEST

- A. Each grinder pump shall be submerged and operated for 1.5 minutes (minimum). Included in this procedure will be the testing of all ancillary components such as, the anti-siphon valve, check valve, discharge assembly and each unit's dedicated level controls and motor controls. All factory tests shall incorporate each of the above listed items. Actual appurtenances and controls which will be installed in the field shall be particular to the tested pump only. A common set of appurtenances and controls for all pumps is not acceptable. Certified test results shall be available upon request showing the operation of each grinder pump at two different points on its curve. Additional validation tests include: integral level control performance, continuity to ground and acoustic tests of the rotating components.
- B. The ENGINEER reserves the right to inspect such testing procedures with representatives of the OWNER, at the GRINDER PUMP MANUFACTURER'S facility.
- C. All completed stations shall be factory leak tested to assure the integrity of all joints, seams and penetrations. All necessary penetrations such as inlets, discharge fittings and cable connectors shall be included in this test along with their respective sealing means (grommets, gaskets etc.).

3.2 CERTIFIED SERVICE PROGRAM

- A. The grinder pump MANUFACTURER shall provide a program implemented by the MANUFACTURER'S personnel as described in this specification to certify the service company as an authorized serviced center. As evidence of this, the MANUFACTURER shall provide, when requested, sufficient evidence that they have maintained their own service department for a minimum of 30 years and currently employ a minimum of five employees specifically in the service department.
- B. As part of this program, the MANUFACTURER shall evaluate the service technicians as well as the service organization annually. The service company will be authorized by the MANUFACTURER to make independent warranty judgments. The areas covered by the program shall include, as a minimum:
 - 1. Pump Population Information — The service company will maintain a detailed database for the grinder pumps in the territory that tracks serial numbers by address.
 - 2. Inventory Management — The service company must maintain an appropriate level of inventory (pumps, tanks, panels, service parts, etc.) including regular inventory review and proper inventory labeling. Service technicians will also maintain appropriate parts inventory and spare core(s) on service vehicles.
 - 3. Service Personnel Certification — Service technicians will maintain their level-specific certification annually. The certifications are given in field troubleshooting, repair, and training.
 - 4. Service Documentation and Records — Start up sheets, service call records, and customer feedback will be recorded by the service company.
 - 5. Shop Organization — The service company will keep its service shop organized and pumps will be tagged with site information at all times. The shop will have all required equipment, a test tank, and cleaning tools necessary to service pumps properly.

3.3 DELIVERY

- A. All grinder pump core units, including level controls, will be delivered to the job site 100 percent completely assembled, including testing, ready for installation. Grinder pump cores will be shipped separately from the tanks. Installing the cores and discharge piping/hose into the tanks is the only assembly step required and allowed due to the workmanship issues associated with other on-site assembly. Grinder pump cores must be boxed for ease of handling.

3.4 INSTALLATION

- A. Earth excavation and backfill are specified under SITE WORK, but are also to be done as a part of the work under this section, including any necessary sheeting and bracing.
- B. The CONTRACTOR shall be responsible for handling ground water to provide a firm, dry subgrade for the structure, and shall guard against flotation or other damage resulting from general water or flooding.
- C. The grinder pump stations shall not be set into the excavation until the installation procedures and excavation have been approved by the ENGINEER.
- D. Remove packing material. User instructions MUST be given to the OWNER. Hardware supplied with the unit, if required, will be used at installation. The basin will be supplied with a standard 4" inlet grommet (4.50" OD) for connecting the incoming sewer line. Appropriate inlet piping must be used. The basin may not be dropped, rolled or laid on its side for any reason.
- E. Installation shall be accomplished so that 1 inch to 4 inches of accessway, below the bottom of the lid, extends above the finished grade line. The finished grade shall slope away from the unit. The diameter of the excavated hole must be large enough to allow for the concrete anchor.
- F. A 6" inch (minimum) layer of naturally rounded aggregate, clean and free flowing, with particle size of not less than 1/8" or more than 3/4" shall be used as bedding material under each unit.
- G. A concrete anti-flotation collar, as detailed on the drawings, and sized according to the manufacturer's instructions, shall be required and shall be pre-cast to the grinder pump or poured in place. Each grinder pump station with its pre-cast anti-flotation collar shall have a minimum of three lifting eyes for loading and unloading purposes.
- H. If the concrete is poured in place, the unit shall be leveled, and filled with water, to the bottom of the inlet, to help prevent the unit from shifting while the concrete is being poured. The concrete must be manually vibrated to ensure there are no voids. If it is necessary to pour the concrete to a level higher than the inlet piping, an 8" sleeve is required over the inlet prior to the concrete being poured.
- I. The CONTRACTOR will provide and install a 4-foot piece of 4-inch SCH 40 PVC pipe with water tight cap, to stub-out the inlet for the property owners' installation contractor, as depicted on the contract drawings.
- J. E/One requires that an E/One Uni-Lateral assembly (E/One part number NB0184PXX or NC0193GXX) or E/One Redundant Check Valve (E/One part number PC0051GXX) be installed in the pipe lateral outside the home between the pump discharge and the street main on all installations.
- K. The electrical enclosure shall be furnished, installed and wired to the grinder pump station by the CONTRACTOR. An alarm device is required on every installation, there shall be NO EXCEPTIONS. It will be the responsibility of the CONTRACTOR and the ENGINEER to coordinate with the individual property owner(s) to determine the optimum location for the alarm panel.
- L. The CONTRACTOR shall mount the alarm device in a conspicuous location, as per national and local codes. The alarm panel will be connected to the grinder pump station by a length of 6-conductor type TC cable as shown on the contract drawings. The power and alarm circuits must be on separate power circuits. The grinder pump stations will be provided with 32 feet total, 25 feet of useable, electrical supply cable to connect the station to the alarm panel. This cable shall be supplied with a FACTORY INSTALLED EQD half to connect to the mating EQD half on the core.

3.5 BACKFILL REQUIREMENTS

- A. Proper backfill is essential to the long-term reliability of any underground structure. Several methods of backfill are available to produce favorable results with different native soil conditions. The most highly recommended method of backfilling is to surround the unit to grade using Class I or Class II backfill material as defined in ASTM 2321. Class 1A and Class 1B are recommended where frost heave is a concern; Class 1B is a better choice when the native soil is sand or if a high, fluctuating water table is expected. Class 1, angular crushed stone, offers an added benefit in that it doesn't need to be compacted.
- B. Class II, naturally rounded stone, may require more compactive effort, or tamping, to achieve the proper density. If the native soil condition consists of clean compactable soil, with less than 12% fines, free of ice, rocks, roots and organic material, it may be an acceptable backfill. Soil must be compacted in lifts not to exceed one foot to reach a final Proctor Density of between 85% and 90%. Heavy, non-compactable clays and silts are not suitable backfill for this or any underground structure such as inlet or discharge lines.
- C. If you are unsure of the consistency of the native soil, it is recommended that a geotechnical evaluation of the material is obtained before specifying backfill.
- D. Another option is the use of a flowable fill (i.e., low slump concrete). This is particularly attractive when installing grinder pump stations in augured holes where tight clearances make it difficult to assure proper backfilling and compaction with dry materials. Flowable fills should not be dropped more than four feet from the discharge to the bottom of the hole to avoid separation of the constituent materials.
- E. Backfill of clean, native earth, free of rocks, roots, and foreign objects, shall be thoroughly compacted in lifts not exceeding 12" to a final Proctor Density of not less than 85%. Improper backfilling may result in damaged accessways. The grinder pump station shall be installed at a minimum depth from grade to the top of the 1 1/4" discharge line, to assure maximum frost protection. The finish grade line shall be 1" to 4" below the bottom of the lid, and final grade shall slope away from the grinder pump station.
- F. All restoration will be the responsibility of the CONTRACTOR. Per unit costs for this item shall be included in the CONTRACTOR'S bid price for the individual grinder pump station. The properties shall be restored to their original condition in all respects, including, but not limited to, curb and sidewalk replacement, landscaping, loaming and seeding, and restoration of the traveled ways, as directed by the ENGINEER.

3.6 START-UP AND FIELD TESTING

- A. The MANUFACTURER shall provide the services of qualified factory trained technician(s) who shall inspect the placement and wiring of each station, perform field tests as specified herein, and instruct the OWNER'S personnel in the operation and maintenance of the equipment before the stations are accepted by the OWNER.
- B. All equipment and materials necessary to perform testing shall be the responsibility of the INSTALLING CONTRACTOR. This includes, as a minimum, a portable generator and power cable (if temporary power is required), water in each basin (filled to a depth sufficient to verify the high level alarm is operating), and opening of all valves in the system. These steps shall be completed prior to the qualified factory trained technician(s) arrival on site.
- C. The services of a trained, factory-authorized technician shall be provided at a rate of 40 hours for every 100 grinder pump stations supplied.
- D. Upon completion of the installation, the authorized factory technician(s) will perform the following test on each station:

- a. Make certain the discharge shut-off valve in the station is fully open.
 - b. Turn ON the alarm power circuit and verify the alarm is functioning properly.
 - c. Turn ON the pump power circuit. Initiate the pump operation to verify automatic “on/off” controls are operative. The pump should immediately turn ON.
 - d. Consult the Manufacturer’s Service Manual for detailed start-up procedures.
- E. Upon completion of the start-up and testing, the MANUFACTURER shall submit to the ENGINEER the start-up authorization form describing the results of the tests performed for each grinder pump station. Final acceptance of the system will not occur until authorization forms have been received for each pump station installed and any installation deficiencies corrected.

3.7 OPERATION AND MAINTENANCE

- A. SPARE CORE: The MANUFACTURER will supply one spare grinder pump core for every 50 grinder pump stations installed or portion thereof, complete with all operational controls, level sensors, check valve, anti-siphon valve, pump/motor unit, and grinder.
- B. MANUALS: The MANUFACTURER shall supply four copies of Operation and Maintenance Manuals to the OWNER, and one copy of the same to the ENGINEER.

END OF SECTION 33 32 16