



The College of New Jersey

# Eickhoff Hall Chiller Replacement Project

TCNJ Advertised Bid # AB120022

## **PROJECT REQUIREMENTS & SPECIFICATIONS**

## **SCOPE OF WORK**

**December 11, 2011**



Please place the following advertisement in the Legal Section of Classified Advertising. Please ensure that the invoice for this advertisement is prepared and an affidavit forwarded to The College of New Jersey, Office of Finance and Business Services, Administrative Services Building, Room 201, P.O. Box 7718, Ewing, NJ 08628-0718.

To be published on **December 11, 2011**. Contact person regarding placement of ad is Roselle Horodeski (609) 771-2495.

**THE COLLEGE OF NEW JERSEY  
ADVERTISEMENT FOR BIDS  
BID #AB120022**

Under the provisions of the State College Contracts Law, Chapter 64 of Title 18-A, The College of New Jersey will receive sealed bids for the **Eickhoff Hall Chiller Replacement Project** until **1:00 P.M. on the 13th day of January, 2012** at The College's Office of Finance and Business Services, Administrative Services Building, Second Floor, Room 201, Route 31 (Pennington Road), Ewing Township, New Jersey. At 1:00 P.M. all bids will be publicly opened and read in Room 203 of the Administrative Services Building.

The project will be bid as a Single Lump Sum.

No bidder may submit more than one bid.

Bid Documents may be obtained on/after **December 11, 2011** via our website ([www.tcnj.edu/~budfin/](http://www.tcnj.edu/~budfin/)).

A **strongly encouraged pre-bid conference/on-site inspection** is scheduled on **December 14, 2011 at 10:00 A.M.** in the Facilities Building, located on The College's Ewing Township, New Jersey campus on Route 31 (Pennington Road).

Bidders are required to comply with the requirements of P.L.-1975 (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 - Affirmative Action) and the New Jersey Prevailing Wage Work Act, Laws of 1963, Chapter 150, N.J.S.A. 52:25-24.2, P.L. 1977 Chapter 33, "Statement of Stockholders Exceeding 10%", The Public Works Contractor Act (P.L. 1999, c.238), the New Jersey Business Registration of Public Contractors provisions (P.L. 2009 c315), Chapter 51 (formerly Executive Order 134), Executive Order 117, P.L. 2005, and all amendments thereto. Failure to do so may result in disqualification of the bid.

The College will award the contract to the lowest responsible bidder who satisfies the qualification criteria as set forth in the contract documents.

The College of New Jersey reserves the right to reject any or all bids or to waive any informalities in the bidding in accordance with law. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of The College of New Jersey.



## The College of New Jersey

# Eickhoff Chiller Replacement

### **Milestone Schedule**

Date: 12/9/11

Advertised for bidding	December 11, 2011
Pre-Bid Meeting (10:00am)	December 14, 2011
Cut off for questions	December 21, 2011
TCNJ Closed for Christmas break	December 24, 2011 – January 2, 2012
Addendum issued	January 5, 2012
Bids Received	January 13, 2012
Notice of Intent to Award issued	January 17, 2012
Notice to proceed issued	January 31, 2012
Contract start	February 3, 2012
Shop drawing and submittals submitted, reviewed and approved	February 6, 2012- February 24, 2012
Chiller ordered and delivered to site	February 27, 2012 – May 14, 2012
Chiller set, connected and running	May 15, 2012 – May 29, 2012
Test out and contract closed out by	June 30, 2012

**THE COLLEGE OF NEW JERSEY  
Construction Bid Proposal Form**

**Office of Finance & Business Services  
Administrative Services Building, Rm. 201  
2000 Pennington Road  
Ewing, New Jersey 08628-0718**

**Bid Number: AB120022  
Bid Due Date: January 13, 2012**

**Project Name: Eickhoff Hall Chiller Replacement**

**BIDDER INFORMATION**

Firm Name:

Telephone Number:

Contact Person:

Fax Number:

Address:

Email Address:

Federal I.D. Number:

**SOLICITATION OF CONSTRUCTION BIDS**

- 1. Bid proposals are solicited as follows:**
  - A. Single Bid (Lump Sum) which combines all trades.**
    - (1) The total number and types of trades are set forth in the job specifications.**
    - (2) Bidder enters the Bid Price on the line provided.**
    - (3) Pursuant to the requirements of N.J.S.A. 18A:64-76, bidder lists the names of the subcontractors on the Subcontractor Information page.**
- 2. The scope of work includes removing and disposing of existing chiller and replacing in kind (size in performance and dimensionally).**
  - A. See Specifications and Drawings for Details (included in RFP package).**
  - B. The College may issue Addenda or Clarifications which may include additions to or deletions from the scope of work; changes to the specifications, drawings, and proposal form; and clarifications of requirements. Bidder is advised to review all Addenda and/or clarifications carefully, and shall note the receipt of same with their bid package.**

## GENERAL INSTRUCTIONS AND REQUIREMENTS

### 1. PRICES

- A. Bidder submits prices for the Base Bid and any Alternate Proposals and Unit Prices which are listed for the contract of the bid. If there is no cost associated with the Alternate or Unit Price, bidder is required to enter "0.00" or "no change".
- B. Prevailing wage rates apply (Mercer County).
- C. Bid is to remain good for sixty (60) days after the Bid Due Date.

### ~~2. BOND REQUIREMENTS AND SURETY STANDARDS~~ No Bonds are required for this project.

- A. Bidder must submit with his/her bid a Certified Check in the amount of ten percent (10%) of the base bid, or a Bid Bond in the amount of ten percent (10%) of the base bid.
- B. The successful bidder must submit a Performance and Payment Bond equal to 100% of the contract. A completed Surety Disclosure Statement and Certification must accompany the Performance and Payment Bond.
  - (1) The Performance and Payment Bond form and a sample Surety Disclosure Statement and Certification form are included at the end of this Construction Bid Proposal Form.
- C. All bid deposits shall be returned within three (3) days of Notice of Intent to Award, 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.
- D. Should the successful bidder fail to enter into said contract after acceptance of bid by THE COLLEGE OF NEW JERSEY, then the check or security deposited by them shall, at the option of THE COLLEGE OF NEW JERSEY, be retained as liquidated damages, or if Bid Bond has been supplied, principal and surety shall be liable to the amount of the Bid Bond and for the difference between the accepted low bid and the next lowest bidder.
- E. 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.

### 3. LICENSES

- A. The electrical and plumbing contractor and subcontractor are required to have a valid electrical and plumbing license.
- B. An electrical license is not required when the work is below 110Volt.

### 4. SUBCONTRACTORS

- A. Pursuant to New Jersey State Law (N.J.S.A. 18A-76), a Single Bid (Lump Sum) bidder discloses their subcontractors to whom the bidder will subcontract the work. The Subcontractor Information sheet is provided for this purpose.

5. Under Executive Order 34, the College is responsible for soliciting demographic information from its vendors. The College is required to seek the following information from each firm under contract with us:

1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES NO  
(African-American, Hispanic, Asian, and/or Native American)
2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES NO
3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)

- Asian American
- Multiple Ethnicities
- Non-Minority
- Hispanic American
- African American
- Caucasian American Female
- Native American
- Unspecified

The College is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by the College will **not** be influenced in any way by your decision to provide the above information.

#### **EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES**

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that New Jersey owned minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey's purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which we do business.

6. Bidder completes Ownership Disclosure form and the Non-Disclosure Affidavit form.

~~7. Bidders are required to be registered with the New Jersey Department of Property Management and Construction (DPMC) and possess a DPMC C008 classification at the time of bid submission. NOT REQUIRED FOR THIS BID.~~

#### **8. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

- On April 11, 2000, the Public Works Contractor Registration Act, P.L. 1999, C.238, became effective. The Act establishes "a registration system for contractors and subcontractors engaged in public works projects in order to better

enforce existing labor laws and regulations in the public works industry.” (P.L. 1999, C.238.c 34:11-56.49.c) Since The College of New Jersey is a public institution, and the work described in this project is subject to the provisions of the New Jersey Prevailing Wage Act, all bidders for this project are subject to the provisions of the Public Works Contractor Registration Act. **A copy of the certificate must accompany this proposal.**

9. In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Chapter 51 and Executive Order 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid proposal cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury. **A completed copy of your Certification form is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.**
10. Vendors conducting business with any State agency including The College of New Jersey will be required to be registered with the New Jersey Division of Revenue. The vendor will be required to submit, as part of a public bid, a Business Registration Certificate issued by the Department of Treasury, Division of Revenue, with the State of New Jersey. **A Business Registration Certificate must accompany your bid proposal when submitted.**
11. Energy Star energy efficient products: On April 22, 2006, Governor Jon Corzine signed Executive Order #11 stating that The New Jersey State government should assume a leadership role in promoting the efficient use of energy and natural resources in the interest of long-term protection and enhancement of our State's natural beauty. To meet this requirement, vendors, including designs by architects and engineers, shall provide pricing for Energy Star energy efficient products when applicable. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program and/or requirements set forth in Executive Order #11.

## 12. QUESTIONS

- A. Direct inquiries and correspondence relating to this proposal form and questions regarding the technical specifications and requests for clarification must be submitted in writing via fax to 609-637-5140 or email to horodesk@tcnj.edu and must be received prior to 4:00 p.m. on December 21, 2011.
- B. Should any questions be received, an addendum or clarification will be available on or after January 5, 2012. **If an addendum and/or clarification is posted, it SHOULD be noted in the General Agreement section of the bidders proposal. Failure to do so may subject Bidder to disqualification.**

### **13. HOW TO SUBMIT THE COMPLETED CONSTRUCTION BID PROPOSAL FORM**

- A.** Bidder places all pages of the completed form and the requisite additional documents in an envelope, seals the envelope, and labels it with his/her firm name, address, and “Sealed Bid Enclosed for (**Bid Number and Project Name**)”.
  - B.** Bidder mails or deliver by hand the sealed bid, no later than to The College of New Jersey, Attention: Roselle Horodeski for (specify the Bid Number), Office of Finance & Business Services, Room 201, 2000 Pennington Road, Ewing, New Jersey 08628-0718. **At 1:00 p.m., all bids will be publicly opened and read in Room 203 of the Administrative Services Building.**
  - C.** Contractors are advised that the U.S. Postal Service and all express mail companies deliver to The College’s Mail Room or Receiving Department, not directly to the Office of Budget & Finance. The College is not responsible for lost or misdirected bids.
- 14.** Any bid not prepared and submitted in accordance with the provisions described herein may be rejected by THE COLLEGE OF NEW JERSEY. 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 to allow THE COLLEGE OF NEW JERSEY to determine the lowest bid that will most economically serve the intentions of this Contract.
- 15.** Any bidder who has defaulted on any contract during any agreement with THE COLLEGE OF NEW JERSEY or any other State Agency may be considered as unqualified and their bid may be rejected pursuant to N.J.S.A. 18A:18A-4 et seq and 40A:11-4 et seq. The COLLEGE OF NEW JERSEY reserves the right to exercise this option, as the COLLEGE OF NEW JERSEY deems proper and/or necessary in its best interest.
- 16.** Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.
- 17.** The College reserves the right to require bidders to provide a schedule of values of their lump sum bid price upon request.
- 18.** THE COLLEGE OF NEW JERSEY is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise, Sales Tax and local taxes. Rentals of equipment for 28 days or less is not exempt from any tax under the State sales tax act.
- 19.** Before submitting his bid, the bidder shall be familiar with the Drawings, Specifications, and other Documents that will form part of the contract and shall have visited the site of the project to confirm for themselves the character and amount of work involved.

20. No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer.
21. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.
22. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, THE COLLEGE OF NEW JERSEY's decision shall be final and conclusive.
23. Should the bidder discover discrepancies in this Request for Bids, the matter shall be at once brought to the attention of the COLLEGE OF NEW JERSEY, and the discrepancies corrected by written agreement before submission of bid. The correction will be issued by addendum.

#### **24. ACCEPTANCE/REJECTION OF BIDS**

- A. The COLLEGE OF NEW JERSEY reserves the right to accept or reject any or all items covered in the bid request, or any portion(s) thereof, re-advertise and/or take such other steps decreed necessary and in the best interest of the COLLEGE OF NEW JERSEY in accordance with law. Where two or more bidders are tied and all other relevant factors being equal, the COLLEGE OF NEW JERSEY reserves the right to make the award to one of the bidders.
- B. The bid is irrevocable by the bidder or the bidder's representatives. The bid, and any award made to the bidder by the COLLEGE OF NEW JERSEY, shall bind the bidder and the bidder's heirs, executors, administrators, successors or assigns.
- C. Award of contract shall be made to the lowest responsible bidder, whose bid, conforming to the invitation for bids, is the most advantageous to the College.
- D. The award of the 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 COLLEGE OF NEW JERSEY 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 a written "Intent to Award" from THE COLLEGE OF NEW JERSEY.
- E. When award of contract is made in one fiscal year with effective date in the next fiscal year, award shall be contingent upon the availability and appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract term.

#### **25. 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 COLLEGE OF NEW JERSEY prior to the specified time of the bid opening.
- B. Should the bidder refuse to perform the work for the price provided, they will forfeit their bid security and will be held liable for the difference between their low bid and the next highest/responsive bidder.

**26. OSHA COMPLIANCE:**

- A. The Contractor shall guarantee that all materials, supplies and equipment to be provided under his 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 COLLEGE OF NEW JERSEY, and shall also apply to Contractors Construction procedures.

**27. APPLICABLE LAWS:**

- A. 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.

(1) New Jersey Statutes and Regulations

N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., Affirmative Action

Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

N.J.S.A. 34:32-44, Business Registration Certificate

N.J.A.C. 12:62-1.2 et seq., Contractor Registration Act

(2) Federal Statutes

Immigration Control and Reform Act (1986) – 8 U.S.C.A. Section 1324(a) et seq.

Civil Rights Act of 1964 – 42 U.S.C.A. Section 1971 et seq.

The Americans with Disabilities Act of 1990

**28. EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS**

- A. Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions as they exist so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract.
- B. Bidders shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that he has examined the site, the Drawings and Specifications 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.

**29. DRAWINGS AND SPECIFICATIONS**

- A. The project shall be performed in accordance with the requirements of the Drawings and Specifications, subject to modification as 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 also 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.

**30. FORM OF AGREEMENT**

- A. Every successful bidder shall be required to sign the standard form contract, a copy of which is attached. Any proposed language or form changes which in any way modifies the contractor's responsibilities as set forth in the Contract Documents will not be acceptable and will be deemed to constitute a bid exception.

**31. MULTIPLE BIDS NOT ALLOWED:**

- A. 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.

**32. The following Bidders Checklist is provided as an aid to the bidder. It does not in any way relieve the bidder of his/her responsibility to insure that his/her bid proposal is complete.**

- a. \_\_\_\_\_ Bidder has completed the Bidder Information section and General Agreement section and filled out the receipt of addendum and clarifications.
- b. \_\_\_\_\_ Bidder has completed the form of proposal and indicated base bid for either Separate Bid or Single Bid (Lump Sum all trades), prices for Alternate Proposals, and Unit Prices.
- c. \_\_\_\_\_ Bidder for Single Bid (Lump Sum) has listed and has disclosed the subcontractors on the Subcontractor Information form.
- d. N/A Bidder has enclosed a certified check or bid bond for ten percent (10%) of the amount of the bid.
- e. \_\_\_\_\_ Bidder has completed and enclosed the Non-Collusion Affidavit.
- f. \_\_\_\_\_ Bidder has completed and enclosed the Ownership Disclosure form.
- g. \_\_\_\_\_ Bidder and each disclosed subcontractor has enclosed a copy of his/her **registration certificate** in accordance with the requirement of the Public Works Contractor Registration Act. (NJ Dept. of Labor and Workforce Development)
- h. \_\_\_\_\_ Bidder has enclosed a copy of his/her **Chapter 51 & EO117 Certification form**. **A completed copy of your Certification form is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.**
- i. \_\_\_\_\_ Bidder has enclosed a copy of his/her **New Jersey Business Registration Certificate** in accordance with the requirements of the New Jersey Division of Revenue.
- j. \_\_\_\_\_ Bidder has acknowledged the **Affirmative Action Language** in accordance with the requirements P.L. 1975 C.127. (NJAC 17:27).
- k. \_\_\_\_\_ Bidder has enclosed their MWBE information.
- l. \_\_\_\_\_ Bidder has enclosed their Electrical and Plumbing License if required.
- m. \_\_\_\_\_ Bidder has enclosed their Vendor Qualification Statement
- n. N/A Bidder has included a copy of their latest Experience Modification Rating (EMR Safety Rating) TCNJ requires an average rating over the last 5 years of 1.25 or less
- o. N/A Bidder has included a copy of their DPMC Notice of Classification and Total Amount of Uncompleted Contracts

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL AGREEMENT**

1. Having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, the undersigned hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated. This price covers all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.
  
2. Bidder acknowledges receipt of the following Addendums/Clarifications:  
  
Addendum Number \_\_\_\_\_ Date \_\_\_\_\_ Addendum Number \_\_\_\_\_ Date \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Date \_\_\_\_\_ Addendum Number \_\_\_\_\_ Date \_\_\_\_\_  
Addendum Number \_\_\_\_\_ Date \_\_\_\_\_ Addendum Number \_\_\_\_\_ Date \_\_\_\_\_
  
3. Bidder acknowledges and affirms that he/she has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates at the time of the bid and for the duration of the contract for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor & Industry, Trenton, NJ 08625 (609) 292-2259 or visiting the Department of Labor website at ([http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage\\_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html)).
  
4. Bidder agrees that his/her price is good and the bid shall not be withdrawn for a period of 60 calendar days after the scheduled Bid Due Date and Time.
  
5. Upon conclusion of the 10 business day protest period, Bidder will execute the formal contract within 5 business days and deliver as required in the General Conditions: a Performance and Payment Bond; Surety Disclosure and Certification Statement; and certificates of insurance for general liability, automobile and worker’s compensation.
  
6. Bidder acknowledges work to commence on site not later than ten (10) calendar days after receipt of a Notice to Proceed.

(Seal if bid is by Corporation)

Respectfully submitted,

\_\_\_\_\_  
(Signature of Principal)

\_\_\_\_\_  
(Printed Name of Principal)

\_\_\_\_\_  
(Title of Principal)

**PRICES FOR SINGLE BID (LUMP SUM): Base Bid, Alternate Proposals, and Unit Prices**  
**FORM OF PROPOSAL**

To: **The College of New Jersey**

for: Removal, disposal and replacement of chiller at Eickhoff Hall

Date \_\_\_\_\_

A. BID:

1. **Base:** We, \_\_\_\_\_, the Undersigned, in accordance with the published advertisement inviting proposals, will furnish all labor, material, equipment and services necessary for the complete construction, as defined in the advertisement, specimen contract, specifications, addendums/clarifications/bulletins, drawings, and proposal, for the Contract amount indicated below for the **above noted project** in strict accordance with the Contract Documents and Addenda thereto for the total sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(words)

**General Construction (Single overall Prime Contract)**

2. **Add /Deduct Alternate**

**Check One:**     **Add**                       **Deduct**

**No Alternates are requested for this bid.**

3. **CHECK LIST FOR BIDDERS:**

A check list has been provided in these specifications for the use in completing this proposal. Bidders are encouraged to reference said list to minimize the opportunity for errors by the bidder.

B. **UNIT PRICES:** We, the Undersigned, agree, if awarded the Contract to perform additional work or delete work at the Unit Prices set forth below or at a negotiated unit price (Unit Prices are for work that is in addition to or is deleted from the base bid work):

**No Unit Prices are requested for this bid.**

C. **AGREEMENT:** We, the Undersigned, agree, if awarded the Contract, to execute an agreement for the above stated work and compensation on the Standard Form of Agreement Between Owner and Contractor.

D. **SURETY:** We, the Undersigned, agree, if awarded the Contract, to execute and deliver to the Owner, prior to the signing of the Contract, the Performance and Payment Bonds as required.

- Contractor shall provide a Maintenance Bond at job completion for a period of one year for 100% of the final contract price.

E. **BID SECURITY:** The attached bid security is to become the Property of the Owner in the event that the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense (including the difference between the price provided with said bond and the next lowest responsive bidder) to the Owner caused thereby.

Certified Check \$ \_\_\_\_\_  
Bid Bond \$ \_\_\_\_\_

F. STATEMENT:

1. We, the Undersigned, acting through its authorized officers and intending to be legally bound, agree 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.

2. We, the Undersigned, acknowledge receipt of the following Addenda/Clarifications:

Addenda Number	Dated
_____	_____
_____	_____
_____	_____

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.

Dated \_\_\_\_\_

Firm Name \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

\*\*If a corporation, give the State of Incorporation, using the phrase:

"A corporation organized under the laws of \_\_\_\_\_."

If a partnership, give names of the partners, using also the phrase:

"Co-partners trading and doing business under the firm name and style of \_\_\_\_\_."

If an individual using a trade name, give individual name, also using the phrase:

"An individual doing business under the firm name and style of \_\_\_\_\_."

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

SS.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn say that the several matters stated in this proposal are in all respects true, and that no member of the State or employee of the College are interested in any way in this proposal.

Sworn and subscribed before me \_\_\_\_\_

Bidder signs above line

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

Print Name

and

\_\_\_\_\_

Title

## SUBCONTRACTOR INFORMATION FOR SINGLE BID (LUMP SUM)

Pursuant to the State Colleges Contract Law, N.J.S.A. 18A:64-76.1, all bids submitted shall set forth the names and license numbers of all subcontractors to whom the bidder will subcontract the plumbing and gas fitting work; the heating and ventilating systems and equipment; the electrical work, including any electrical power plants; the structural steel and ornamental iron work; and all other work and materials required for the completion of the project (individually, the "Trade" or collectively, the "Trades").

For each Trade listed below for which the work will be completed by a subcontractor you must list for each such subcontractor at a minimum the name and, where applicable, license number (or in lieu thereof enclose a copy of the license with this form) and preferably you will also list the subcontractor's address, telephone number, and fax number. If the work will be self-performed by the bidder, you may indicate that by inserting the name of the bidder (next to "Name"). If work by that Trade is not required per the scope of work of the project, you may indicate that by inserting "Not required" (next to "Name"). If the name of a subcontractor is not provided on this form for any one or more of the Trades, the bidder, in submitting its bid, certifies that, for such Trades, either the work will be self-performed by the bidder, or the work is not required per the scope of work.

**Failure to complete this form as required may result in your bid being disqualified.**

### **Plumbing and Gas Fitting work**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

### **Heating and Ventilating Systems and Equipment**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Electrical work**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Structural Steel work**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**All Other Work Required**

**List information for Subcontractor, if any:**

Name: \_\_\_\_\_

License Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Bidder Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signing Individual

\_\_\_\_\_  
Date

**SMALL BUSINESS, MINORITY AND/OR FEMALE-OWNED BUSINESS REPORTING**

1. Contractor and sub-contractors are requested to check all of the following that apply to his/her company and, if applicable, submit a copy of his/her certificate(s):
- A. My company is certified by the NJ Department of Commerce and Economic Development as a:
- \_\_\_\_\_ small business \_\_\_\_\_ minority-owned business \_\_\_\_\_ female-owned business
- B. My company is certified by the NJ Department of Transportation as a:
- \_\_\_\_\_ small business \_\_\_\_\_ minority-owned business \_\_\_\_\_ female-owned business
- C. My company is a \_\_\_\_\_ small business \_\_\_\_\_ minority-owned or \_\_\_\_\_ female-owned but is not certified by either NJ Department.
- C. \_\_\_\_\_ My company is not a small business, minority-owned or female-owned.

\_\_\_\_\_  
**Signed**

\_\_\_\_\_  
**Date**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A 10:5-31 et seq., 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

- (1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

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

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

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

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

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

in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**IF AWARDED A CONTRACT YOUR COMPANY/FIRM WILL BE REQUIRED TO COMPLY WITH THE AFFIRMATIVE ACTION REQUIREMENTS LISTED ABOVE**

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PUBLIC CONTRACTS  
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE  
PO Box 209  
TRENTON, NJ 08625-0209

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

# NOTICE OF ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE

On Friday, August 28, 2009, Governor Corzine signed Executive Order No. 151 which enhances inclusion efforts for minorities and women to benefit from the New Jersey Economic Assistance and Recovery Plan and the American Recovery and Reinvestment Act of 2009 (ARRA). The Executive Order includes a provision which requires all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B. The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the The College of New Jersey that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the The College of New Jersey to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the The College's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the **The College's** contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

3. The Contractor shall actively solicit and shall provide the The College with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the The College no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

To ensure successful implementation of the Executive Order, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) for any projects funded with ARRA money to the Division of Public Contracts EEO Compliance immediately upon notification of award but prior to execution of the contract.

If you have questions or require additional information, please contact the Division at 609-292-5473.



The College of New Jersey

**NON-COLLUSION STATEMENT**

Date: \_\_\_\_\_

**The College of New Jersey  
The Office of Budget and Finance, Department of Purchasing  
Administrative Services Building, Room 201  
P.O. Box 7718  
Ewing, New Jersey 08628-0718**

To Whom It May Concern:

This is to certify that the undersigned bidder \_\_\_\_\_ as not, either 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 proposal submitted to The College of New Jersey on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Signature:** \_\_\_\_\_

Corporate Seal:

Attest by: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission Expires: \_\_\_\_\_

Notary Public

**THIS STATEMENT MUST BE COMPLETED AND SIGNED**



**STOCKHOLDER DISCLOSURE FORM**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

List the names and addresses of all individuals, corporations, or any other owner having 10% or greater interest in the corporation or partnership named in item 1. If a listed owner is a corporation or partnership, then list the names and addresses of holders of 10% or more interest in that corporation or partnership. If additional space is necessary, list on an attached sheet. If there are no owners with 10% or more interest in your company, enter "None" below.

Complete affidavit at bottom of form.

Firm Name	Street	City/Twp	County	State	Zip
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
**President of the Firm (Type or print name)**

\_\_\_\_\_  
**Telephone Number**

I certify that (check applicable blanks):

- \_\_\_\_\_ A list of stockholders names and addresses has been submitted to the Secretary of State of New Jersey and it is current and correct to the best of my knowledge, with the exceptions as listed above.
- \_\_\_\_\_ The list of stockholders above is current and correct to the best of my knowledge.
- \_\_\_\_\_ There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.
- \_\_\_\_\_ Firm is a sole ownership and not subject to corporation or partnership disclosure requirement.

**Signature of Authorized Representative**

Name \_\_\_\_\_

Title: \_\_\_\_\_

Witnessed by \_\_\_\_\_

Date: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED, SIGNED, AND WITNESSED**

## **INFORMATION AND INSTRUCTIONS For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms**

### Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

### Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### Instructions for Completing the Forms

**NOTE:** *Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.*

#### Part 1: VENDOR INFORMATION

**Business Name** – Enter the full name of the Vendor, including trade name if applicable.

**Business Type** -- Select the vendor’s business organization from the list provided.

**Address, City, State, Zip and Phone Number** -- Enter the vendor’s street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor’s primary email address.

**Vendor FEIN** – Please enter the vendor’s Federal Employment Identification Number.

**INFORMATION AND INSTRUCTIONS**  
**For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms**

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

**NOTE:** Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

**Check the box at top of page 2 if no reportable contributions have been made by the vendor.** If the vendor has no contributions to report, this box must be checked.

**Name of Recipient Entity** – Enter the full name of the recipient entity.

**Address of Recipient Entity** – Enter the recipient entity’s street address.

**Date of Contribution** – Indicate the date of the contribution.

**Amount of Contribution** – Enter the amount of the reportable contribution.

**Type of Contribution** – Select the type of contribution from the list provided.

**Contributor Name** – Enter the full name of the contributor.

**Relationship of Contributor to the Vendor** -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

**NOTE:** If form is being completed electronically, click “Add a Contribution” to enter additional contributions. Otherwise, please attach additional pages as necessary.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person’s title or position, date and telephone number.

## INFORMATION AND INSTRUCTIONS For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

### USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- “**Vendor**” means the contracting entity.
- “**Business Entity**” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.<sup>1</sup>
- “**Officer**” means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- “**Partner**” means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
- “**Reportable Contributions**” are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- “**In-kind Contribution**” means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- “**Continuing Political Committee**” includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

---

<sup>1</sup> Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

## **INFORMATION AND INSTRUCTIONS For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms**

- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

### Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us) or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

### Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

**NOTE:** *The Chapter 51 Q&A on the website **DOES NOT** address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.htm#state>.*



**State of New Jersey**  
**Division of Purchase and Property**  
**Two-Year Chapter 51 / Executive Order 117 Vendor Certification and**  
**Disclosure of Political Contributions**

**For AGENCY USE ONLY**

**General Information**

Solicitation, RFP or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_  
 Description of Services \_\_\_\_\_

**Agency Contact Information**

Agency \_\_\_\_\_ Contact Person \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Agency Email \_\_\_\_\_

**Part 1: Vendor Information**

Full Legal Business Name \_\_\_\_\_  
 (Including trade name if applicable)

**Business Type**     Corporation     Limited Partnership     Professional Corporation     General Partnership  
 Limited Liability Company     Sole Proprietorship     Limited Liability Partnership

Address 1 \_\_\_\_\_ Address 2 \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_  
 Vendor Email \_\_\_\_\_ Vendor FEIN \_\_\_\_\_

**Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification**

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
  - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
    - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**,
    - (ii) Any State, county, **municipal** political party committee; OR
    - (iii) Any **legislative leadership committee**.
  - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
    - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR
    - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
  - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
    - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**, OR  
 Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

**PLEASE NOTE: Prior to November 15, 2008**, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

**Part 3: Disclosure of Contributions Made**

**Check this box if no reportable contributions have been made by the above-named business entity or individual.**

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind _____)	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

**Part 4: Certification**

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made.** If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A)  I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B)  I am certifying on behalf of the above-named business entity only.
- (C)  I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_  
Phone Number \_\_\_\_\_ Date \_\_\_\_\_  
Title/Position \_\_\_\_\_

**Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.



## VENDOR QUALIFICATION SHEETS

Vendors are requested to submit evidence of qualifications to meet all requirements as required by the Office of Finance & Business Services at The College of New Jersey by providing the information listed below.

If this information is being requested as part of an RFP or RFQ, vendors may be requested to furnish additional information for clarification purposes. This will in no way change the vendor's original proposal.

### TO BE COMPLETED BY VENDOR

1. Please list the types of commodities that your company can provide.

A.

B.

C.

2. The number of years your firm has been providing these services. \_\_\_\_\_ Year(s)

3. Location of vendor's office that will be responsible for managing contract/service:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

4. Address where all purchase orders and payment are to be mailed by users of any contract(s) resulting from this proposal (if different from above).

#### **Purchase Orders:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

#### **Remittances:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**VENDOR QUALIFICATIONS- continued**

5. Name of insurance company:

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Types of Insurance: \_\_\_\_\_

6. Name of individual to contact for sales/services information:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

7. List the names and titles of personnel who will service this contract:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Is your firm registered with the Secretary of State of New Jersey?      **Yes** \_\_\_\_ **No** \_\_\_\_

9. Is your firm incorporated?      **Yes** \_\_\_\_ **No** \_\_\_\_

A) In What State? \_\_\_\_\_

10. Is your firm considered a small business in the State of New Jersey? **If yes, please attach a certificate or certification statement from the New Jersey Commerce and Economic Growth Commission.** If no and you would like to register, please contact the New Jersey Commerce and Economic Growth Commission at 609-777-0885.

**Small Business:**      **Yes** \_\_\_\_ **No** \_\_\_\_

A) What category does your firm fall under?

Gross Revenues do not exceed \$500,000      \_\_\_\_\_

Gross Revenues do not exceed \$5 million      \_\_\_\_\_

Gross Revenues do not exceed \$12 million      \_\_\_\_\_

Under Executive Order 34, TCNJ is responsible for soliciting demographic information from its vendors. TCNJ is required to seek the following information from each firm under contract with us:

1. Is more than fifty percent (50%) of your company minority owned? (circle one)      YES      NO  
(African-American, Hispanic, Asian, and/or Native American)
  
2. Is more than fifty percent (50%) of your company woman owned? (circle one)      YES      NO
  
3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)
  - Asian American
  - Multiple Ethnicities
  - Non-Minority
  - Hispanic American
  - African American
  - Caucasian American Female
  - Native American
  - Unspecified

TCNJ is required to solicit the foregoing information. Your response, however, is **strictly voluntary**. Please be advised that any contracting decisions made by TCNJ will **not** be influenced in any way by your decision to provide the above information.

**EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES**

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that New Jersey owned minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey's purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which we do business.

**VENDOR QUALIFICATIONS-**

11. Please provide a list of former or present clients. Also, indicate the name of a contact person and telephone number for reference purposes. **Any personnel from The College of New Jersey listed as a reference will not be considered a valid reference.**

- A.      **Client Name:**  
  
          **Contact Name:**  
  
          **Telephone Number:**  
  
          **Fax Number:**  
  
          **Email Address:**

- B.      **Client Name:**  
  
          **Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**C. Client Name:**

**Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**D. Client Name:**

**Contact Name:**

**Telephone Number:**

**Fax Number:**

**Email Address:**

**VENDOR QUALIFICATIONS- continued**

12. Please answer the following questions related to your prior experience:

- a. Has the bidder been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete the contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with the contracting unit? If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

- b. Has the bidder defaulted on a contract, thereby requiring the local unit to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract? If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

- c. Has the bidder defaulted on a contract, thereby requiring the local unit to look to the bidder's surety for completion of the contract or tender of the costs of completion? If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

- d. Has the bidder been debarred or suspended from contracting with any of the agencies or departments of the executive branch of the State of New Jersey at the time of contract award, whether or not the action was based on experience with the contracting unit. If yes, attach summary of details on a separate sheet.

Yes \_\_\_\_\_

No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSTRUCTION CONTRACT**

Agreement made on \_\_\_\_\_, 2011 between The College of New Jersey as the project owner, and, as the Construction Contractor

Contractor \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

**1. AGREEMENT WITH/CONTRACTOR/PROJECT DESCRIPTION.** The College contracts with the Contractor and the Contractor agrees to perform the construction for the project identified above. The project is described in the College's plans and specifications prepared by The College of New Jersey.

**2. CONTRACT DOCUMENTS.** This contract includes the plans and specifications, and also the following documents:

1. Request for Bids
2. Contractor's Bid

**3. SCOPE OF WORK.** The Contractor shall perform the construction work specified in this contract including the contract documents. The Contractor shall assume full responsibility for constructing and completing the project and all the work in this contract and the contract documents, including providing all labor, subcontractors, materials and equipment required, and providing all supervision, management, and scheduling required.

**4. CONTRACT TIMES.** All dates and durations specified for the start of construction and the milestones specified in the Notice to Proceed are agreed to be of the essence.

**a. CONSTRUCTION START.** The construction work shall start after the College issues a Notice to Proceed to the Contractor.

**b. DELAYS WARRANTING EXTENSIONS OF CONTRACT DATES.**

**1. Delays Warranting Extensions.** If the Contractor is unavoidably prevented from completing any part of the work within the milestone or completion dates in this contract by causes beyond the control and without the fault of the Contractor or its subcontractors, those contract dates will be extended by amounts equal to the time lost due to such delays, provided the Contractor requests extensions.

**2. Request for Extensions.** The Contractor must provide the College with a written notice of delay and request for an extension within 5 days of the beginning of a delay, or it will not be entitled to an extension. Failure to submit them will preclude the Contractor from making any claim for an extension under the contract.

**3. Extension Terms.** The contract dates will be extended for the delays to the extent the delays prevent completion of the work required by the contract dates. When there is a delay warranting an extension of the contract dates, the College is not required to authorize extra compensation to fund efforts to reduce or eliminate the effect of the delay, but if the College elects to do so, and requires such efforts as a change to the contract, the Contractor shall perform the extra work and be entitled to extra compensation for it under the change order provisions in the contract. The possibility of additional compensation to accelerate because of delays shall not apply to delays for which the Contractor is responsible.

**5. CONTRACT PRICE.** The Contractor shall be paid \$\_\_\_\_\_ for the complete performance of this contract which was proposed by the Contractor in its bid and accepted by the College.

**6. PAYMENTS TO CONTRACTOR.** The Contractor will be paid for goods and/or services purchased by The College against a valid College purchase order and a legitimate vendor invoice after receipt of contracted items and approval of the invoice for payment.

**a. PAYMENT TERMS.** The College will pay proper invoices within 30 days of their submission and approval by the College.

**7. CHANGES, CHANGE ORDERS AND CHANGE ORDER DELAYS.** The College may at any time authorize and direct written changes in the work which change the scope of the work and which increase or decrease the contract price. All changes including adjustments of the contract price shall be governed by this paragraph. If a change issued by the College delays the completion of any activity in the project, the time allowed for that activity shall be extended, and if a delay in that activity delays other activities, the completions dates in the contract then too will be extended. The Contractor shall make reasonable efforts in scheduling changed work so that it does not delay or extend activities including the substantial and final project completion dates. Change orders must specify whether they result in any delay (or extension) to any activities in the schedule, including an identification of the activities and the amount of delay in each. If no delay or extension is specified in a change order, it will be deemed an agreement by the College and the Contractor that no delay or extension results from the change order.

**8. CONTRACTOR'S REPRESENTATIONS.** The Contractor represents to the College that it has:

**a. EXAMINATION OF CONTRACT DOCUMENTS.** Examined and carefully studied the contract documents and the other documents in the bid documents, and that they are sufficient for performing the contract work at the contract price.

**b. EXAMINATION OF SITE.** Visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect the cost, progress, and performance of the contract work.

**c. FAMILIARITY WITH LAW.** Familiarized itself with all federal, state, and local laws and regulations that may affect the cost, progress, and performance of the contract work.

**d. FAMILIARITY WITH OTHER INFORMATION AND OTHER DOCUMENTS.** Carefully studied all reports of investigations and tests of site and subsurface conditions at or contiguous to the site and all drawings of physical conditions at the site including surface or subsurface composition, water, structures and utilities at or near to the site.

**e. ADDITIONAL INFORMATION NOT REQUIRED FOR BIDDING OR CONTRACT PERFORMANCE.** Does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the contract price.

**9. ASSIGNMENT OF CONTRACT.** The Contractor may not assign this contract or any rights under or interests in the contract including its right to payments under the contract.

**10. CONTRACTOR PERSONNEL ASSIGNED.** The Contractor's bid shall identify the project manager to be assigned to the project, and they shall be listed in the checklist attached to this contract. The Contractor shall not change these personnel or remove them from the project absent true necessity, and if circumstances compel it to do so, the substitution and the substitute individuals must be approved by the College in writing in advance. Substituted individuals must satisfy the College's contractor pre-qualification criteria.

**11. DOMESTIC MATERIALS.** The Contractor shall comply with the provisions of N.J.S.A. 52:33-1 through 4 which require that preference be given to the use of domestic materials, and also with Federal Law.

**12. NOTIFICATIONS/AUTHORIZED REPRESENTATIVE:**

**a. Notice to the Contractor.** Written notices to the Contractor should be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**b. Notice to the College/Authorized Representative:** Written notices from the Contractor to the College should be addressed to:

\_\_\_\_\_  
Office of \_\_\_\_\_  
The College of New Jersey  
PO Box 7718  
Ewing, NJ 08628-0718  
Telephone No. (609) 771-\_\_\_\_\_  
Fax No. (609) 637-\_\_\_\_\_  
E-Mail:

The College's contracting officer hereby authorizes the Owner's project representative to receive all contract related correspondence.

**13. CLAIMS BY THE CONTRACTOR.**

**a. GENERAL PROVISIONS APPLICABLE TO ALL CLAIMS.** Claims by the Contractor against the College shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. including the notice and time for suit provisions. The Contractor also agrees that is shall not be entitled to assert claims against the College for any compensation beyond that provided for in this contract by reason of the acts or omissions of any third parties, including but not limited to the project architect and any other contractor on this project. The Contractor also agrees that it may not assert claims for extra costs for home office expenses, home office overhead, lost profits or revenue or consequential damages as that term is in defined in law. All claims shall also be subject to the terms of this contract, and the Contractor may not assert any claims for extra costs unless it maintains all the records of its estimated and actual costs as required in paragraph 13. The Contractor also agrees that suits against the College must be pursued in the county where the project is located.

- b. **DELAY CLAIMS.** The Contractor agrees that it may not assert claims for extra compensation by reason of any delays in its work resulting from acts or omissions of any third parties irrespective of extensions granted under paragraph 4, including but not limited to delays caused by third parties such as other contractors, utilities and governmental authorities. The College shall only be required to pay additional compensation for delays caused by the College itself, and only to the extent required by N.J.S.A. 2A:58B-3 (delayed performance caused by the College's own negligence, bad faith, active interference of other tortious conduct, but not for reasons contemplated by the parties and not for the negligence of others including others under contract with the College on the theory that such negligence should be imputed to the College). The College shall not be liable for any period of delay when there is a concurrent delay for which it is not responsible. Finally, the contractor also agrees that it can only assert claims for extra costs due to delays for extra costs at the job site, and may not assert claims for extra costs for home office expenses, home office overhead, lost profit or revenue, or consequential damages as that term is defined in law.
- c. **CLAIMS BASED ON CONTRACT DOCUMENTS AND INFORMATION PRIOR TO BIDDING.** The Contractor agrees that it can assert no claims for extra compensation beyond the bid and contract price for constructing the completed project by reason of any errors, omissions or deficiencies in the contract documents to the extent that a reasonably competent contractor should discover the error, omission or deficiency in connection with the preparation of a bid because of its obligation to review and study the bid documents before submitting its bid, and because of its representation in paragraph 7 that it did so. In addition, the Contractor agrees that it can assert no claims for extra compensation beyond the bid and contract price for constructing the completed project by reason any lack of information affecting the construction of the project at the time of bidding, or errors in the information included or referenced in the bid documents. The Contractor shall notify the College in writing before submitting its bid of any errors or omissions in the information provided or be precluded from seeking extra compensation or asserting a claim.

**14. COST RECORDS FOR EXTRAS, AUDITS, CLAIMS:** The Contractor shall maintain and retain weekly payroll, material, subcontractor, supplier, overhead and other cost and accounting records for the project, and for additional services or extras required by the College, including all costs which the Contractor is entitled to be paid under the contract. The Contractor shall require its subcontractors on the project to do likewise. The Contractor shall also maintain all estimates and takeoffs used in preparing and calculating its bid price. The records shall be maintained and shall be made available to the College or its representatives when requested. These records shall be maintained in accordance with generally accepted accounting principles and practices for a period of 3 years after final payment is received by the Contractor, or the duration of any dispute or lawsuit arising out of the project, whichever is later. Any failure to maintain or produce such records shall preclude the Contractor from being paid or retaining any payments which are based on costs or which should be, and expenses of it or its subcontractors including extra costs which are reflected in the records. This includes the basic contract compensation as well as extra compensation for change orders and claims of any kind.

**15. INDEMNITY/LIABILITY TO THIRD PARTIES:** The Contractor agrees to defend, indemnify and save harmless the College and its officers, agents, servants and employees from and against any and all suits, demands, claims, losses and damages of any kind arising out of, or claimed to have arisen out of any negligent act, error, omission or breach by the Contractor, its officers, agents, servants, employees, consultants, subcontractors or suppliers, in the performance of this contract. The Contractor shall, at its own expense, defend, and pay all charges for attorneys and all costs and other expenses arising from such suits or claims. If any judgment is rendered against the College or any of its officers, agents, servants or employees for which indemnification is required under this paragraph, the Contractor shall satisfy and discharge it. The College shall give prompt written notice to the Contractor of claims and suits for which indemnity is required in this paragraph.

**16. INSURANCE BY THE CONTRACTOR:** The insurance shall be of the kinds and in the amounts required in this paragraph, and shall be issued by insurance companies approved to do business in New Jersey. The College of New Jersey, the State of NJ, and the NJ Educational Facilities Authority shall be named as an additional insured on the

policies. The Contractor expressly agrees that any insurance protection required by this contract shall in no way *limit* the Contractor's obligations under this contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage. Nor shall it preclude the College from taking such actions as are available to it under any other provisions of this contract or law. The successful vendor shall secure and maintain in force, for the term of the contract, liability insurance as provided herein. The certificate shall not be cancelled for any reason except after 30 days written notification to the Purchasing Department for The College of New Jersey.

- a. The insurance to be provided by the successful bidder shall be as follows:
    1. **Comprehensive General Liability** policy as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
    2. **Comprehensive General Automobile** Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limits.
    3. **Worker's Compensation Insurance** applicable to laws of the State of New Jersey and Employers Liability Insurance with a limit of not less than \$500,000.
  - b. Upon request, the successful vendor will provide certificates of such insurance to the Purchasing Department prior to the start of the contract and periodically during the course of a multi-year contract.
    - a. **EVIDENCE OF INSURANCE.** The Contractor shall when this contract is signed and before beginning the work required under this contract, provide the College with valid certificates of insurance signed by an insurance provider or authorized agent or underwriter to evidence the Contractor's insurance coverage as required in this paragraph, and also copies of the policies themselves. The certificates of insurance shall specify that the insurance provided is of the types and in the amounts required in this paragraph, and that the policies cannot be canceled except after 30 days written notice to the College.
    - b. **CANCELLATION.** The certificates of insurance shall provide for 30 days written notice to the College before any cancellation, expiration or non-renewal during the term the insurance is required by this contract. The Contractor shall also be required to provide the College with valid certificates of renewal when policies expire. The Contractor shall also, when requested, provide the College with additional copies of each policy required under this contract, which are certified by an agent or underwriter to be true copies of the policies issued to the Contractor.
    - c. **REMEDIES FOR LACK OF INSURANCE.** If the Contractor fails to renew any of its required insurance policies, or any policy is canceled, terminated or modified, the College may refuse to pay monies due under this contract. The College, in its sole discretion and for its sole benefit, may use monies retained under this paragraph to attempt to renew the Contractor's insurance or obtain substitute coverage if possible for the College's sole benefit, and may invoke other applicable remedies under the contract including claims against the Contractor and its surety. During any period when the required insurance is not in effect, the College may also, in its sole discretion, either suspend the work under the contract or terminate the contract.
17. **PAYMENT AND PERFORMANCE BOND:** Payment and Performance Bonds shall be submitted **IF** required in the bid documents.
18. **TERMINATION OF CONTRACT:**
- a. **CHANGE OF CIRCUMSTANCES**

Where the circumstances or needs of the College significantly change or the contract is otherwise deemed no longer to be in the public interest, the Contracting Officer may terminate the contract.

The vendor must, where practicable, be given 30 days notice and an opportunity to respond.

**b. FOR CAUSE**

Where a vendor fails to perform or comply with a contract and fails to comply with the College's complaints, the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for the vendor to respond.

When a vendor executes a contract poorly as evidenced by formal complaint, late delivery, and poor performance of service, short-shipping, etc., the Contracting Officer may terminate the contract subsequent to ten days written notification to the vendor and an appropriate opportunity for response. In exceptional situations, the Contracting Officer may reduce the period of notification and discretionary dispense with an opportunity to respond.

**19. CONTRACT TERMS, CHANGES, AND LAW:** This contract (including the completed checklist which is attached) constitutes the entire agreement between the College and the Contractor, and it shall be governed by the law of New Jersey. The terms and conditions of this contract may not be changed except by a writing signed by the Contractor and the College.

**20. PREVAILING WAGE STATUTE.** The Contractor must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 through 56.57. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of services directly on the project must be paid prevailing wages. As required by N.J.S.A. 34:11-56.27 and 56.28, this contract cannot become effective until the College obtains from the New Jersey Department of Labor a determination of the prevailing wage rates applicable to the project as of the contract award date and attaches a copy to the contract. As required by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid prevailing wages on the project, and the Contractor and its surety shall be liable for any additional costs which result. The Contractor and its subcontractors must be registered with the New Jersey Department of Labor (N.J.S.A. 34:11-56.51 et seq.), and the prevailing wage rates must be posted at the job site (N.J.S.A. 34:11-56.32). The Contractor and its subcontractors must prepare accurate certified records of wages paid for each worker on the project (N.J.S.A. 34:11-56.29), and copies for the period covered by each invoice must be attached to the invoice submitted under the contract. In accordance with N.J.S.A. 34:11-56.33, the Contractor's final invoice must include a statement of all amounts still then due to workers on the project. The Contractor is also cautioned that it must use job titles and worker classifications consistent with those approved by the Department of Labor, and that, if it intends to pay apprentice rates, it must comply with the Department of Labor's regulations at N.J.A.C. 12:60-7.1 through 7.4.

**21. DISCRIMINATION IN EMPLOYMENT.** The Contractor and any subcontractors employed by it shall comply with N.J.S.A. 10:2-1 through 10:2-4 and N.J. S.A. 10:5-1 et seq., including N.J.S.A. 10:5-31 through 35, which prohibit discrimination in employment in public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this contract and binding upon the Contractor and its subcontractors. During the performance of this contract, the Contractor agrees that:

**a. DISCRIMINATION:** It shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination rate 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 setting forth the provisions of this non-discrimination clause.

**b. ADVERTISEMENTS:** The Contractor shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

**c. NOTICES:** The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitment, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**d. HANDICAP:** The Contractor shall comply with N.J.S.A. 10:5-4.1 which prohibits any unlawful discrimination against any person because of a physical handicap, or any unlawful employment practice against such a person unless the nature and the extent of the handicap necessarily precludes the performance of the particular employment duties.

**22. COMPLIANCE WITH PROCUREMENT STATUTES:** The Contractor warrants and represents that this contract has not been solicited or secured, directly or indirectly, in a manner contrary to the law of New Jersey, and in particular the provisions of N.J.S.A. 18A:64-6.1, 6.2 and 6.3, and that the Contractor has not and shall not violate the law of New Jersey relating to the procurement of or the performance of this contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any College employee or officer. Any violation of this provision shall be cause for the College to terminate this contract, to retain all unpaid and/or unearned monies, and to recover all monies paid. The Contractor shall notify the College in writing of any interest which any officer, employee or consultant of the College has in, or association with, any contractor, subcontractor, material supplier, consultant, or manufacturer, or other party which has any interest in this project.

THE COLLEGE OF NEW JERSEY

By \_\_\_\_\_  
Kathy Leverton, Associate VP of  
Facilities Administrative Services

By \_\_\_\_\_  
Lloyd Ricketts, Treasurer

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Curt Heuring, Vice President for Administration

By \_\_\_\_\_  
Mark Mehler, Director of Purchasing

Date \_\_\_\_\_

Date \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**SECTION 01010  
SUMMARY OF WORK**

**PART 1- GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Project consists of all work noted on the drawings and in these specifications and all other documents provided up to the date of the receipt of the bids. .
  - 1. Project Location: The College of New Jersey, Ewing New Jersey
  - 2. Owner: The College of New Jersey, State of New Jersey

**1.03 CONTRACTS**

- A. The project contract is between The College of New Jersey and the single prime contractor performing the work specified.
- B. Definition of Extent of Contract Work: The contract documents, specifications, project drawings, TCNJ form of agreement, and the contractors response to the RFP represent the extent of the construction contract.

**1.04 CONTRACTORS USE OF PREMISES**

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The contractor's use of the premises is limited only by the Owner's right to perform work, retain other contractors on portions of associated projects, or to access the building for the occupants.
- B. Use of the Site: Limit use of the premises to areas required for equipment and material storage and access to the roof area. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas immediately adjacent to the building where the work is being performed.
  - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
  - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials unless previously approved by the owner. Schedule deliveries to minimize space and time requirements or storage of materials and equipment on -site.
  - 3. Burial of Waste Materials: Disposal of organic and hazardous materials on-site either by burial or burning, will not be permitted.
  - 4. Owner will provide one designated area near the construction site for parking by the Contractor's foreman.
  - 5. Additional parking should there not be enough at the site will be provided at TCNJ's lot on Carlton Avenue across route 31 from the campus.
- C. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building, its contents, components, and systems and its occupants during the construction period.

PART 2 - PRODUCTS (Not Applicable)

PART 3- EXECUTION (Not Applicable)

END OF SECTION 01010

1 **SECTION 01025 – MEASUREMENT AND PAYMENT**

2  
3 PART 1 - GENERAL

4  
5 1.01 SCHEDULE OF VALUES

- 6  
7 A. Each Contractor shall prepare a schedule of values in coordination with the preparation of progress schedule. Correlate line items with other administrative schedules and forms required for the work, including progress schedule, payment request form, listing of subcontractors, schedule of allowances if any, schedule of alternates if any, listing of products and principal suppliers and fabricators, and schedule of submittals. Break down principal subcontract amounts into multiple line items for each entity of work. Round off to nearest whole dollar, but with total equal to Contract Sum. Submit 4 copies of schedule of values to the Owner and Architect for review and approval.
- 8  
9  
10  
11  
12  
13  
14  
15 B. The schedule of values shall be tabulated into subcontracts and trades with the Quantity, Labor, Material, and Total Cost indicated. The Schedule of Values shall include such items as bonds, insurance, allowances and alternates, punchlist/close out documents and shall enclose copies of invoices and/or cancelled checks from bonding and insurance agents.
- 16  
17  
18  
19  
20 C. Schedule of values shall be submitted on AIA Form G703 or similar form approved by the Architect and Owner.
- 21  
22  
23 D. Each Contractor's monthly application for payment shall be in the same schedule form, reflecting the same items from above. Unit costs shall be realistic for their part of the Work.
- 24  
25

26 1.02 CHANGES IN THE WORK

- 27  
28 A. When a change in the Work includes a category or categories of Work both added to and deducted from the Contract, the total quantities of added Work and of deleted Work shall be determined separately for each category and the appropriate unit price or net cost of the Work shall be applied to the difference between the two total quantities.
- 29  
30  
31  
32  
33 B. Unit prices shall be inclusive of all costs and shall be applied to units of measure as defined in the Specifications for each category of Work.
- 34  
35  
36 C. For all extra Work performed by each Prime Contractor, the gross cost to the Owner shall include the net cost of the Work to the Contractor plus an allowance for overhead and profit not to exceed 15% of the net cost.
- 37  
38  
39 D. For all extra Work performed by a Subcontractor, the gross cost to the Owner shall include the net cost of the Work to the Subcontractor plus an allowance for overhead and profit not to exceed 15% of the net cost, plus the Prime Contractor's overhead and profit not to exceed 5% of the Subcontractor's cost.
- 40  
41  
42  
43 E. Net cost of extra Work shall be the actual or pro-rated cost of:
- 44  
45 1. Labor, including foreman, at the prevailing rate of wages, contributions and taxes.
- 46  
47 2. Materials entering permanently into the Work, including delivery to the site.
- 48  
49 3. The ownership or rental cost of construction equipment and expendable tools, pro-rated for the time necessary for the Work.
- 50  
51  
52 4. Power and consumable supplies for the operation of power equipment, pro-rated for the time necessary for the Work.
- 53  
54  
55 5. Insurance and Bonds.

- 1  
2 F. Gross costs shall be net costs plus the allowances described above, such allowances being inclusive, of all  
3 cost of superintendence, supervision, engineering, overhead, profit, administrative and site office expenses  
4 and all other general expenses.  
5

6 1.03 APPLICATIONS FOR PAYMENT  
7

- 8 A. Except as otherwise indicated, sequence of progress payments for the Contractor shall be regular, and each  
9 shall be consistent with previous applications and payments. It is recognized that certain applications involve  
10 extra requirements, including initial applications, applications at times of substantial completion, and final  
11 payment applications.  
12  
13 B. Payment Application Forms: Use AIA Document G702 and G703 Continuation Sheets; available from  
14 Publications Distribution Div., The American Institute of Architects, 1735 New York Ave., N.W.,  
15 Washington, D.C. 20006 (also available at most local AIA chapter offices).  
16  
17 C. Except as otherwise indicated, complete every entry provided on the form, including notarization and execu-  
18 tion by authorized persons. Incomplete applications will be returned by Architect and Owner without action.  
19 Entries shall match current data of schedule of values, progress schedules and reports. Listing shall include  
20 amounts of fully executed change orders issued prior to first day of the period of construction covered by  
21 application. Applications for payment shall include weekly payroll report. Contractor shall furnish to the  
22 Owner certified payroll reports for each payroll period with pay request, indicating name craft, social security  
23 number and actual hourly rate of wages paid to each workman employed on the project. A certified payroll  
24 record is defined as "a payroll record which is attested to by the employer, or corporate officer of such  
25 company, or an authorized agent of the employer." A payment request will not be paid until the Owner  
26 receives the certified payrolls.  
27  
28 D. Submit one "pencil" copy of each proposed payment application to the architect and owner, for review, not  
29 less than seven days prior to formal submissions of application.  
30  
31 E. Submit 4 executed copies of each payment application. Transmit with a transmittal form listing attachments,  
32 and recording appropriate information related to application.  
33  
34 F. Breakdown may include a line item for General Conditions. General Conditions shall include the cost of  
35 general supervision, trailers, temporary utilities and other general expenses directly related to the project and  
36 not considered overhead. The general conditions item shall be billed on monthly progress payments on a  
37 percentage of work completed.  
38

39 1.04 INITIAL PAYMENT APPLICATION  
40

- 41 A. The principal administrative actions and submittals which shall precede or coincide with submittal of the  
42 Contractor's first payment application can be summarized as follows, but not necessarily by way of limitation.  
43  
44 1. Listing of subcontractors and principal suppliers and fabricators.  
45  
46 2. Schedule of values.  
47  
48 3. Schedule of principal products.  
49  
50 4. Schedule of submittals (preliminary if not final).  
51  
52 5. Copies of acquired building permits and similar authorizations and licenses from governing authorities  
53 for current performance of the work.  
54  
55 6. Data needed by Owner to secure related insurance coverages.

1  
2 7. Performance and Payment Bond.

3  
4 8. Insurance Certificates.

5  
6 1.05 PROGRESS PAYMENTS

7  
8 A. Based upon application for payments submitted to the Architect and the Owner, by the Contractor, on or  
9 about the 25th day of each month for the period ending the last day of the previous second month, and  
10 Certificate of Payment issued by the Architect and the Owner, the Owner will make progress payments on  
11 account of the Contract Sum to the Contractor as follows:

12  
13 1. On or after the 20th day of each month, the Contractor shall submit to the Architect and Owner a "pencil  
14 copy" indicating the previous payment and the proposed amounts for each line item for the current  
15 period. After review and approval or changes, the Contractor shall prepare the final billing for  
16 presentation to the Architect and Owner.

17  
18 2. Payment shall be 90% of the proportion of the Contract Sum properly allocated to labor, materials and  
19 equipment incorporated in the Work or suitably stored in accordance with the provisions of the General  
20 and Supplementary Conditions, up to the first day of that month, less the aggregate of previous payments  
21 in each case. And less such retainages as the Architect and Owner shall determine for all incomplete  
22 work and unsettled claims.

23  
24 3. After 50% of the total value of the Contract has been performed and the Architect and the Owner find  
25 that the Contractor has made satisfactory requirements in the performance of the Contract requirements,  
26 the Architect may recommend to the Owner, after having received consent of Surety furnished him in  
27 writing by the contractor, that progress payments be made on subsequent Certificates for Payment on the  
28 basis of 100% of the value of Work performed and materials stored, less a retained percentage computed  
29 at 5% of the adjusted Contract Sum. In the absence of such findings and consent, the payment shall  
30 continue on the basis of 90% thereof.

31  
32 4. Upon substantial completion, the retainage shall, upon the Architect/Owner's approval, remain at 5% of  
33 the value of work completed. Final release of retained monies will occur only upon the total completion  
34 of all punch list and closeout documentation to the satisfaction of the Architect and Owner.

35  
36 5. For each day's delay in the Contractor's submission of an application for payment acceptable to the Ar-  
37 chitect and Owner, the Owner may delay one day in making his progress payment.

38  
39 6. Owner shall make payments within 30 days of receipt of said pay requisition.

40  
41 1.06 APPLICATION AT TIME OF SUBSTANTIAL COMPLETION

42  
43 A. Following issuance of certificate of substantial completion on each Contractor's work, and also in part as  
44 applicable to prior certificates on portions of completed work as designated, a "special" payment application  
45 may be prepared and submitted by Contractor. The principal administrative actions and submittals which  
46 shall precede or coincide with such special applications can be summarized as follows, but not necessarily by  
47 way of limitation:

48  
49 1. Occupancy permits and similar approvals or certifications by governing authorities and franchised  
50 services, assuring Owner's full access and use of completed work.

51  
52 2. Warranties, guarantees, maintenance agreements and similar provisions of Contract Documents.

53  
54 3. Test/adjust/balance records, maintenance instructions, meter readings, start up performance reports, and  
55 similar change over information germane to Owner's occupancy, use, operation and maintenance of

1 completed work.

2  
3 4. Final cleaning of the work.

4  
5 5. Application for reduction (if any) of retainage, with consent of surety.

6  
7 6. Advice to Owner on coordination of shifting insurance coverages, including proof of extended coverage  
8 as required.

9  
10 7. Listing of Contractor's incomplete work, recognized as exceptions to certificate of substantial comple-  
11 tion.

12  
13 1.07 FINAL PAYMENT APPLICATION

14  
15 A. The administrative actions and submittals which shall precede or coincide with submittal of the Contractor's  
16 final payment application can be summarized as follows, but not necessarily by way of limitation.

17  
18 1. Completion of project closeout requirements.

19  
20 2. Completion of items specified for completion beyond time of substantial completion, regardless of  
21 whether special payment application was previously made.

22  
23 3. Assurance, satisfactory to Owner and Owner, that unsettled claims will be settled and that work not  
24 actually completed and accepted will be completed without undue delay.

25  
26 4. Transmittal of required project construction records to Owner via the Owner.

27  
28 5. Proof, satisfactory to Owner and Owner, that taxes, fees and similar obligations of Contractor have been  
29 paid.

30  
31 6. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.

32  
33 7. Notarized consent of surety for final payment.

34  
35 1.08 WAIVER OF LIENS

36  
37 A. Each Contractor, for himself, and for all Subcontractors and material men, agrees that no mechanic's lien or  
38 other claim shall be filed or maintained by the Contractor or by any Subcontractor, materialmen, laborer or  
39 any other person whatsoever for, or on account of any work performed or materials furnished under this  
40 Contract. This agreement shall be an independent contract, and the Contractor shall execute and deliver a  
41 separate Waiver of Liens in form and substance satisfactory to the Architect and Owner contemporaneously  
42 with the execution of the Owner-Contractor Agreement and before any work is begun at the site.

43  
44 B. In every subcontract entered into by each Contractor after execution of this Contract or in connection  
45 herewith, the Contractor shall incorporate a provision, similar to the foregoing paragraph, to the effect that  
46 neither the Subcontractor nor any party acting through or under him shall file or maintain any mechanic's lien  
47 or other claim against the Architect or Owner in connection with the Work.

48  
49 **END OF SECTION 01025**

1 **SECTION 01100 - PROJECT PROCEDURES**

2  
3 PART 1 - GENERAL

4  
5 1.01 SPECIAL REQUIREMENTS

- 6  
7 A. Schedule: Contractor shall provide a master schedule showing sequencing of work utilizing the CPM  
8 method. The Contractor shall supply a schedule with all subcontractor activities, relationships, and durations,  
9 utilizing the CPM method via SureTrak/Primavera, Version 3.0, or a Microsoft scheduling software to the  
10 Owner on a working version CDrom and coordinate their schedule with the Owner.  
11 • The Contractor is required to update at the end of each month the CPM Schedule based on the  
12 percentage completed for each activity on the approved schedule (in concert with the submission of the  
13 percentage completed in the monthly proposed schedule of values).  
14
- 15 B. Coordination Drawings: **(this is not a requirement of this project)** Mechanical Contractor shall prepare  
16 coordination drawings (via ductwork shop drawings) for submission through the General Contractor to  
17 Architect and Owner. General Contractor shall prepare their own coordination drawings based on these  
18 ductwork drawings, and submit to Mechanical Contractor for final coordination within one hundred twenty  
19 (120) calendar days from Notice to Proceed. Failure to submit these drawings will result in no changes to  
20 contract sum for necessary corrections to uncoordinated work. Mechanical Contractor to submit the ductwork  
21 drawings within a minimum of ninety (90) calendar days (or as the General Contractor may require).  
22 Architect/Engineer may attend, and Owner to attend coordination meetings.  
23 • General Contractor shall include a line item in their schedule of values for "Sign-off of Coordination  
24 Drawings" in the amount of \$5,000.00. The line item cannot be billed for until the Contractor has signed  
25 off on the Coordination Drawings.  
26 • General Contractor to complete a thorough "overlay" of their work and a complete coordination of the  
27 other trades work to the ductwork shop drawings.  
28
- 29 C. Each Contractor shall take all necessary precautions to ensure the safety of all structural elements during all  
30 phases of all work. No materials, cranes, trucks or any other construction loads shall be placed on any part of  
31 the structure until the Contractor has determined the adequacy of that structure to carry the intended load  
32 without damage or overstress.  
33
- 34 D. Entrance into, or other use of the building will not be permitted except as may be necessary for the execution  
35 of the Work, and shall be subject to the restrictions and instructions of the Owner.  
36
- 37 E. Routes of ingress and egress to areas where work is being performed shall be subject to the restrictions and  
38 instructions of the Owner.  
39
- 40 F. Materials shall be moved through the Building using rubber tired vehicles which shall be properly controlled  
41 at all times to avoid damage to existing wall, floor or ceiling surfaces.  
42
- 43 G. Water damage cannot be tolerated and it is incumbent upon Contractors to take any steps necessary to keep  
44 the existing premises dry at all times.  
45
- 46 H. Any damage to the new building from heavy equipment, striking the Building or any other damage to any part  
47 of the premises shall be repaired at the expense of the Contractors.  
48
- 49 I. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file  
50 with the Contractor prior to commencement of any welding.  
51

52 PART 2 - PRODUCTS

53  
54 NOT APPLICABLE

1  
2  
3 PART 3 - EXECUTION  
4

5 3.01 GENERAL  
6

- 7 A. Contractors shall perform the work on or about the premises in a careful manner with full consideration to fire  
8 protection as required by the National Fire Protection Association Standards, National Board of Fire  
9 Underwriters and State and Local Departments having jurisdiction. Fire resistant materials shall be used for  
10 temporary enclosures.  
11
- 12 B. Chemical extinguishers approved by the Owner shall be provided by the General Contractor during the  
13 progress of the work where and as required by the Owner, the Local Fire Marshal and the National Board of  
14 Fire Underwriters.  
15
- 16 C. The Contractor shall maintain an active program of fire prevention to keep workmen fire conscious during  
17 the entire life of the Contract. Designate one member of the organization to execute and coordinate fire  
18 control measures of his own organization and that of all subcontractors under his jurisdiction.  
19
- 20 D. All sub-contractors shall cooperate with the Contractor in carrying out the above program.  
21
- 22 E. Storage of flammable materials will not be permitted in the Building unless written permission is obtained  
23 from the Owner. Storage of all such materials shall be the Contractors' responsibility.  
24
- 25 F. On-site open burning of rubbish, garbage, trade waste, leaves or plant life is prohibited.  
26
- 27 G. Safety Program: The Contractor shall institute a safety program in accordance with OSHA and any local,  
28 state, or federal guidelines. The contractor shall name a safety officer to monitor this program and shall  
29 submit a safety report at job meetings.  
30
- 31 H. Stockpiling: Stockpiling of materials on site will be allowed (but limited due to the limited space on this site).  
32 Such materials shall not impair or impede the functioning of the facility. Materials stored on site shall be  
33 secured to prevent loss from theft, damage, vandalism or fire. By stockpiling materials on site, the contractor  
34 assumes full responsibility for said materials, and shall protect them to the fullest extent possible. Specific  
35 locations for stockpiling materials shall be coordinated with the Architect, Owner and Owner.  
36
- 37 I. Safety Barriers: The Contractor shall erect safety barriers to deter and prohibit unauthorized access to the  
38 construction site; such barriers may take the form of fences and shall be clearly marked with signage  
39 prohibiting unauthorized access. The Contractor shall be responsible for safety barriers within the building.  
40 The contractor shall be liable for damages to persons or property due to the construction process if adequate  
41 safety measures are not undertaken. The Owner and Architect shall review safety precautions for their  
42 adequacy but shall not be held liable for Contractors failure to maintain or provide adequate protection.  
43
- 44 J. Sequencing: The Contractor will work with the Sub-Contractors to sequence the work during the submission  
45 of monthly project schedules. Contractors shall endeavor to coordinate their work efforts with the Owner's  
46 requirements. Interruptions of utility services shall be coordinated with the Architect, Owner and Owner, but  
47 in no instance shall last longer than 2 hours.  
48
- 49 K. Limited staging and on site parking will be provided by general contractor. The Contractor will coordinate  
50 parking areas with all the subcontractors and TCNJ.  
51
- 52 L. Site Utilities: Electric power and water are available on site. Toilet facilities will be made available by the  
53 Contractor. These facilities shall remain clean by the Contractors throughout the course of the project. The  
54 Contractors shall repair and/or replace any damaged fixtures, partitions, etc. The Electrical Sub-Contractor  
55 shall tie in a temporary power panel (or panels as required) for all trades to use during construction.

1 Interruption of building services shall not occur without prior consent and coordination by the Owner and  
2 Owner.

3  
4 M. Construction Lighting: The Electrical Sub-Contractor shall run sufficient strings and fixtures to maintain a 50  
5 foot-candle/sq. ft. intensity of light throughout the project areas.

6  
7 N. Dumpster Location and Cleanup: The Architect and Owner shall coordinate the dumpster location with the  
8 Contractors. The Contractor shall be responsible for obtaining, maintaining, and disposing of dumpsters, and  
9 shall maintain clean work areas throughout the course of the project.

10  
11  
12 3.02 PROGRESS MEETINGS

13  
14 A. Progress Meetings shall be held bi-weekly at the job site at a regular time and day mutually agreed upon. The  
15 frequency may be changed by the Architect or Owner to reflect current conditions. The Contractors, those of  
16 his/their subcontractors concerned with current progress or with scheduling of future progress, the Architect,  
17 the Owner, and the Owner shall each be represented at these job meetings by persons familiar with the details  
18 of the work and authorized to conclude matters relative to work progress, establishment of progress  
19 schedules, etc., as may be necessary to expedite completion of the work.

20  
21 B. The Contractors and his/their subcontractors attending these meetings shall present complete and definite  
22 reports as to the status of their respective work, conditions of product and equipment manufacturer, labor  
23 availability, productivity and cooperation, shipping data, time of completion, sequence of the work, safety  
24 program, and any other information bearing upon the execution of the Contract or subcontract. For the  
25 Owner's convenience the Owner will chair the meetings.

26  
27  
28 **END OF SECTION 01100**  
29

1 **SECTION 01300 – SUBMITTALS AND SUBSTITUTIONS**

2  
3 PART 1 – GENERAL

4  
5 1.1 PROGRESS SCHEDULE / COORDINATION DRAWINGS

- 6  
7 A. The Contractor's schedule, shall coordinate with all trades to produce a coordinated CPM via  
8 Suretrak/Primavera version 3.0 or a Microsoft scheduling program schedule indicating the start and  
9 completion dates for each portion of the work as defined by the schedule of values, with the total time as  
10 defined by the contract time and milestone dates as set forth in these specifications. The Contractor's CPM  
11 schedule shall be submitted in electronic format (Suretrak 3.0 or a Microsoft Scheduling program) to and  
12 reviewed by the Owner and Architect prior to first application for payment. Any revisions or additional  
13 information requested by the Owner or Architect shall be provided. (No payment shall be made to any  
14 Contractor not providing a schedule that reflects their entire work).  
15 • Also refer to Section 01100-1 – Project Procedures.
- 16  
17 B. **(This is not required in this project)**Mechanical Contractor shall prepare coordination drawings (i.e.,  
18 ductwork shop drawings) for submission to Architect and Owner. Each contractor shall prepare their own  
19 coordination drawings (overlay of ductwork drawings) and submit to Mechanical Contractor for final  
20 coordination within one hundred twenty (90) calendar days from Notice to Proceed. Failure to submit these  
21 drawings will result in no changes to contract sum for necessary corrections due to uncoordinated work.  
22 Mechanical Contractor to submit the ductwork drawings within a minimum of ninety (90) calendar days from  
23 Notice to Proceed or as may be required by the Contractor. Architect/ Engineer and Owner to attend  
24 coordination meetings.  
25 • Also refer to Section 01100-1 – Project Procedures.
- 26  
27 C. The Contractor shall revise the progress schedule on a monthly basis as the work progresses reflecting therein  
28 any delays, including those not within the Contractor's control, or accelerations in the progress of the work.  
29 The progress schedule, as revised for any weekly period, shall be discussed at the bi-weekly job meetings  
30 with the, Owner, the Architect, and the Contractor and the major trades in order to insure that the percentage  
31 of actual completion of any portion of the work as called for in the progress schedule for that bi-weekly  
32 period is attained. Monthly updates to the progress schedule shall be made prior to application for payment.  
33
- 34 D. Should any delay occur in the progress of the work or any portion thereof, the Contractors shall be required to  
35 implement all necessary measures to accelerate the construction, to meet the percentages of completion  
36 dictated by the progress schedule on the applicable dates, without additional cost to the Owner.
- 37  
38 E. Each Contractor will have to provide a schedule based upon "Resource Loading" for all critical activities  
39 when requested for by the CM.

40  
41 1.2 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 42  
43 A. Shop drawings, product data and samples will not be processed by the Owner and/or Architect until the list of  
44 subcontractors, material suppliers and fabricators is submitted as required under Paragraph 3.12 of the General  
45 Conditions.  
46 • The successful contractor shall submit their list of proposed substitutions with in 10 working days  
47 of the Contract Award.  
48 • The Architect shall be compensated on an hourly basis for review of all shop drawings or samples  
49 that do not meet the requirements of the contract documents after two submissions. The  
50 compensation shall be deducted from the contractors contract via a deduct change order, or other  
51 means that both parties agree to.
- 52  
53 B. Coordinate preparation and processing of submittals with performance of the work so that work will not be  
54 delayed by submittals. Allow two weeks for review/approval by the Architect for the approval process.

- 1 Allow additional time if processing must be delayed to permit coordination with subsequent submittals with  
2 others.  
3
- 4 C. Provide permanent marking on each submittal to identify Project, date, Contractor, subcontractor, submittal  
5 name, Specification section, drawing reference, and similar information to distinguish it from other  
6 submittals. Show Contractor's executed review and approval marking and provide space (5" x 7") for  
7 Architect's Action marking and space for Owner's review marking. Package each submittal appropriately for  
8 transmittal and handling. Submittals received, which are lacking the above information, will be returned  
9 without action. Submittals, which are received from sources other than through Contractor's office, will be  
10 returned without action.  
11
- 12 D. Each submission shall be complete, with all options clearly marked and with all components required for the  
13 assembly fully described and detailed. Submissions missing important information will be returned  
14 unchecked.  
15
- 16 E. Transmittal Form: Submittals shall be accompanied by a transmittal form. Provide Contractor's certification  
17 on form, ready for execution, stating that information submitted complies with requirements of contract  
18 documents.  
19 • Transmit all submittals and shop drawings to the Architect or Engineer with a copy of the transmittal to  
20 the Owner.  
21
- 22 F. Except as otherwise indicated in individual work sections, comply with requirements specified herein for each  
23 indicated category of submittal. Provide and process intermediate submittals, where required between initial  
24 and final, similar to initial submittals.  
25
- 26 G. Maintain returned final set of samples at project site, in suitable condition and available for quality control  
27 comparisons by Architect, and by Owner.  
28
- 29 H. Do not proceed with installation of materials, products or systems until final copy of applicable shop  
30 drawings, product data and samples are in possession of Installer.  
31
- 32 I. Provide newly prepared shop drawings, on reproducible sheets, with graphic information at accurate scale,  
33 with company name of preparer indicated. Show dimensions and note which are based on field measurement.  
34 Identify materials and products in the work shown. Indicate compliance with standards, and special  
35 coordination requirements. Do not allow shop drawing copies without appropriate final Action markings by  
36 Architect to be used in connection with the work.  
37
- 38 1. Initial and Intermediate Submittals: One correctable translucent reproducible print and 5 blue line or  
39 black line prints; reproducible will be returned.  
40 2. Final Submittal: 6 prints, plus 3 additional prints where required for maintenance manuals; 4 will be  
41 retained and remainder will be returned, one of which shall be marked up and maintained by  
42 Contractor as "Record Document".  
43
- 44 J. Collect required product data into one submittal for each unit of work or system; and mark each copy to show  
45 which choices and options are applicable to the project. Include manufacturer's standard printed  
46 recommendations for application and use, compliance with standards, application of labels and seals, notation  
47 of field measurements that have been checked, and special coordination requirements. Maintain one set of  
48 product data for each submittal at project site, available for reference by Architect and others.  
49
- 50 K. Submittals will be accepted from the Contractor only. Submittals received from other entities will be returned  
51 without review or action.  
52 1. Submittals received without a transmittal form will be returned without review or action.  
53 2. Transmittal form: Use a form matching the sample form attached to this section. Include the  
54 following:  
55 a. List of deviations.

- 1                   b.     The Contractor's certification signature.
- 2                   3.     Fill out a separate transmittal form for each submittal; also include the following:
- 3                   a.     Other relevant information.
- 4                   b.     Request for additional information.
- 5
- 6                   L.     Do not submit product data, or allow its use on the project, until compliance with requirements of Contract
- 7                   Documents has been confirmed by Contractor. Submittal is for information and record unless otherwise
- 8                   indicated. Initial submittal is final submittal unless returned promptly by Architect marked with an Action that
- 9                   indicates and observed noncompliance. Submit 6 copies, plus 3 additional copies, which will be returned,
- 10                  where required for maintenance manuals.
- 11
- 12                  M.     Provide three (3) samples identical with final condition of proposed materials or products for the work.
- 13                  Include range samples, not less than 3 units, where unavoidable variations between units of each set. Provide
- 14                  full set of optional samples where Architect's selection is required. Prepare samples to match Architect's
- 15                  sample where so indicated. Include information with sample to show generic description, source or products
- 16                  name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and
- 17                  confirmation of color, pattern, texture and kind by Architect. Architect will not test samples, except as
- 18                  otherwise indicated, for compliance with other requirements, which are therefore the exclusive responsibility
- 19                  of the Contractor.
- 20
- 21                  N.     Electronic copies of CAD drawings of the Contract Documents will not be provided by the Architect for
- 22                  contractor's use in preparing submittals.
- 23
- 24                  O.     Product Selection Procedures: Procedures for product selection include the following:
- 25
- 26                  1.     Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and
- 27                  manufacturer, provide the named product or an equivalent.
- 28
- 29                  2.     Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or
- 30                  "Source" name single manufacturers or sources, provide a product of the manufacturer or source that
- 31                  complies with requirements, or an equivalent.
- 32
- 33                  3.     Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names
- 34                  of both products and manufacturers, provide one of the products listed that complies with
- 35                  requirements, or an equivalent. Comply with provisions of "Product Options and Substitutions,"
- 36                  Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.
- 37
- 38                  4.     Manufacturers: Where specification paragraphs or subparagraphs titled "Manufacturers" introduce a
- 39                  list of manufacturers' names, provide a product by one of the manufacturers listed, or an equivalent,
- 40                  that complies with requirements. Comply with provisions of "Product Options and Substitutions,"
- 41                  Section 1.4 of Division 1300 of these specifications when submitting an equivalent product.
- 42
- 43                  5.     Product Options: Where Specification paragraphs or subparagraphs refer to "Product Options and
- 44                  Substitutions," indicate that size, profiles, and dimensional requirements on Drawings are based on a
- 45                  specific product or system; provide the specific product or system or an equivalent product or system
- 46                  by another manufacturer. Comply with provisions of "Product Options and Substitutions," Section 1.4
- 47                  of Division 1300 of these specifications when submitting an equivalent product.
- 48
- 49                  6.     Basis of Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design
- 50                  Products" introduce or refer to a list of manufacturers' names, provide either the specified product or
- 51                  an equivalent. Drawings and Specifications indicate sizes, profiles, dimensions and other
- 52                  characteristics that are based on the product names. Comply with the provisions of "Product Options
- 53                  and Substitutions," Section 1.4 of Division 1300 of these specifications when submitting an equivalent
- 54                  product.
- 55

1  
2 1.3 MISCELLANEOUS SUBMITTALS  
3

- 4 A. Miscellaneous submittals related directly to the work include warranties, maintenance agreements,  
5 workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports,  
6 copies of industry standards, record drawings, field measurement data, operating and maintenance materials,  
7 overrun stock, and similar information, devices and materials applicable to the work and not processed as  
8 shop drawings, product data or samples.  
9  
10 B. Refer to sections for specific general requirements on warranties, product/workmanship bonds, and  
11 maintenance agreements. In addition to copies desired for Contractor's use, furnish 2 executed copies, except  
12 furnish 3 additional copies where required for maintenance manuals.  
13  
14 C. For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases,  
15 jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents,  
16 correspondence and records established in conjunction with compliance with standards and regulations  
17 bearing upon performance of the work.  
18

19 1.4 PRODUCT OPTIONS AND SUBSTITUTIONS  
20

21 A. DEFINITIONS  
22

- 23 1. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken  
24 from previously purchased stock. The term "product" includes the terms "material," "equipment,"  
25 "system," and terms of similar intent.  
26  
27 a. Named Products: Items identified by manufacturer's product name, including make or model  
28 number or other designation, shown or listed in manufacturer's published product literature, that  
29 is current as of date of the Contract Documents.  
30 b. New Products: Items that have not previously been incorporated into another project or  
31 facility, except that products consisting of recycled-content materials are allowed, unless  
32 explicitly stated otherwise. Products salvaged or recycled from other projects are not  
33 considered new products.  
34 c. Equivalent Product: Product that is demonstrated and approved through submittal process, or  
35 where indicated as a product substitution, to have the indicated qualities related to type,  
36 function, dimension, in-service performance, physical properties, appearance, and other  
37 characteristics that equal or exceed those of specified product.  
38  
39 2. Substitutions: Changes in products, materials, equipment, and methods of construction from those  
40 required by the Contract Documents and proposed by Contractor.  
41 3. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and  
42 accompanied by the words "basis of design," including make or model number or other designation, to  
43 establish the significant qualities related to type, function, dimension, in-service performance, physical  
44 properties, appearance, and other characteristics for purposes of evaluating comparable products of  
45 other named manufacturers.  
46 4. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a  
47 particular product and specifically endorsed by manufacturer to Owner.  
48 5. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either  
49 to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.  
50

51 B. General Requirements:  
52

- 53 1. The requirements for substitutions do not apply to specified Contractor options on products and  
54 construction methods. Revisions to Contract Documents, where requested by Owner or Architect are  
55 changes, not substitutions. Contractor's determination of and compliance with governing regulations

- 1 and orders issued by governing authorities do not constitute substitutions and do not constitute a basis  
2 for change orders. Otherwise, Contractor's requests for changes in products, materials, and methods of  
3 construction required by Contract Documents are considered requests for substitutions, and are subject  
4 to requirements hereto.
- 5 2. To the greatest extent possible, provide products, materials and equipment of a singular generic kind  
6 and from a single source.
  - 7 3. Where more than one choice is available as options for Contractor's selection of a product or material,  
8 select an option that is compatible with other products and materials already selected. Total  
9 compatibility among options is not assured by limitations within Contract Documents, but shall be  
10 provided by Contractor. Compatibility is a basic general requirement of product/material selections.
  - 11 4. Any and all contractor substitutions that require additional work by other trades not specifically called  
12 for in the documents shall be paid for by the contractor requesting the substitution if any other trade  
13 increase is required.
  - 14 5. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or  
15 other considerations, after deducting additional responsibilities Owner must assume. Owner's  
16 additional responsibilities may include compensation to Architect for redesign and evaluation services,  
17 increased cost of other construction by Owner, and similar considerations.
- 18
- 19 C. Submittals: Submit 6 copies, utilizing Substitution Request Form, CSI Form 13.1.A, fully identified for  
20 product or method being requested for substitution, including related specification section and drawing  
21 numbers, and fully documented to show compliance with requirements for substitutions. Include product  
22 data/drawings, description of methods, samples where applicable, Contractor's details comparison of  
23 significant qualities between specified item and proposed substitution, statement of effect on construction  
24 time and coordination with other affected work and contractors, cost information or proposal, warranty  
25 information, compatibility with other work, approval of all authorities having jurisdiction, and Contractor's  
26 statement to the effect that proposed substitution will result in overall work equal to or better than work  
27 originally indicated.
- 28
- 29 D. Contractor's options for selecting products are limited by Contract Documents requirements, and governing  
30 regulations. Required procedures include, but are not necessarily limited to, the following for various  
31 indicated methods or specifying:
- 32
- 33 1. Single product/manufacture name; provide product indicated or equivalent, except advise Architect  
34 before proceeding, where known that named product is not a feasible or acceptable selection.
  - 35 2. Two or more product/manufacture names; provide one of the named products or equivalent, at  
36 Contractor's option; but excluding products which do not comply with requirements. Advise Architect  
37 before proceeding.
  - 38 3. Equivalent; where named products in Specifications text are accompanied by the term "or equivalent",  
39 or other language of similar effect, comply with those Contract Documents provisions concerning  
40 substitutions for obtaining Architect's approval of equivalent product.
  - 41 4. Named, except as otherwise indicated, is defined to mean manufacturer's name for product, as  
42 recorded in published product literature, of latest issue as of date of Contract Documents. Refer  
43 requests to use products of a later or earlier model to Architect for acceptance before proceeding.
  - 44 5. Where compliance with an imposed standard, code or regulation is required, selection from among  
45 products that comply with requirements including those standards, codes and regulations, is  
46 Contractor's option.
  - 47 6. Provide products which comply with specific performances indicated, and which are recommended by  
48 manufacturer, in published product literature or by individual certification, for application indicated.  
49 Overall performance of a product is implied where product is specified for specific performance.
  - 50 7. Provide products that have been produced in accordance with prescriptive requirements, using  
51 specified ingredients and components, and complying with specified requirements for mixing,  
52 fabricating, curing, finishing, testing and similar operations in manufacturing process.
  - 53 8. Where matching of an established sample is required, final judgment of whether a product proposed by  
54 Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified  
55 cost category is available, which matches sample satisfactorily and complies with requirements,

1 comply with Contract Document provisions concerning substitutions for selection of a matching  
2 product outside established cost category or not complying with requirements.

- 3 9. Where specified product requirements include "...as selected from manufacturer's full range of colors,  
4 patterns, textures..." or words of similar effect, the selection of manufacturer and basic product data is  
5 to comply with requirements of the Contract, and selection shall be from the full range of products  
6 within the requirements. Where specified product requirements include "... as the industry...", or  
7 words to that effect, selection of product complying with requirements, is Architect's selection,  
8 including designation of manufacturer, where necessary to obtain desired color, pattern or texture.  
9

- 10 E. Substitutions may be permitted by the Architect, if, in his opinion, the requirements of the proposed  
11 substitution comply with the requirements specified for the material, article or piece of equipment; however,  
12 the Architect is not required to permit substitution pursuant to the case of Whitten Corporation vs. Paddock,  
13 Incorporated, United States District Court, Massachusetts, April 12, 1974, affirmed by the Federal First  
14 Circuit Court, December 14, 1974.

- 15  
16 F. After award of contract, the Contractor may submit substitutes to the Architect for review, fully documented  
17 and certified, and accompanied by a proposal for a reduction in the Contract Sum.

- 18  
19 G. Contractor's request for substitution will be received and considered when extensive revisions to Contract  
20 Documents are not required and changes are in keeping with general intent of Contract Documents; when  
21 timely, fully documented and properly submitted; and when one or more of following conditions is satisfied,  
22 all as judged by Architect. Otherwise, requests will be returned without action except to record  
23 noncompliance with these requirements.  
24

- 25 1. Where request is directly related to an "equivalent" clause or other language of same effect in Contract  
26 Documents.  
27 2. Where required product, material or method cannot be provided within Contract Time, but not as a  
28 result of Contractor's failure to pursue the work promptly or coordinate various activities properly.  
29 3. Where required product, material or method cannot be provided in a manner which is compatible with  
30 other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted  
31 (guaranteed) as required, or cannot be used without adversely affecting Owner's insurance coverage on  
32 completed work, or will encounter other substantial noncompliances which are not possible to  
33 otherwise overcome except by making requested substitution, which Contractor thereby certifies to  
34 overcome such incompatibility, uncoordination, nonwarranty, noninsurability or other noncompliance  
35 as claimed.  
36 4. Where substantial advantage is offered Owner, in terms of cost, time or other valuable considerations,  
37 after deducting offsetting responsibilities Owner may be required to bear, including additional  
38 compensation to Architect for redesign and evaluation services, increased cost of other work by Owner  
39 or separate Contractors, and similar considerations.  
40

- 41 H. Contractor's submittal of, and Architect's acceptance of, shop drawings, product data or samples which  
42 indicate work not complying with requirements of Contract Documents, does not constitute an acceptable and  
43 valid request for, nor approval of, a substitution.  
44

45 I. QUALITY ASSURANCE  
46

47 Compatibility of Options: If Contractor is given option of selecting between two or more products for use on  
48 Project, product selected shall be compatible with products previously selected, even if previously selected  
49 products were also options.  
50

- 51 1. Each contractor is responsible for providing products and construction methods compatible with  
52 products and construction methods of other contractors.  
53 2. If a dispute arises between contractors over concurrently selectable but incompatible products,  
54 Architect will determine which products shall be used.  
55

1 J. EQUIVALENT PRODUCTS  
2

3 Where products or manufacturers are specified by name, Contractor must submit the following, in addition to  
4 other required submittals, to obtain approval of an unnamed product proposed as an equivalent:  
5

- 6 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents,  
7 that it is consistent with the Contract Documents and will produce the indicated results, and that it is  
8 compatible with other portions of the Work.  
9 2. Detailed comparison of significant qualities of proposed product with those named in the  
10 specifications. Significant qualities include attributes such as performance, weight, size, durability,  
11 visual effect, and specific features and requirements indicated.  
12 3. Evidence that proposed product provides specified warranty.  
13 4. List of similar installations for completed projects with project names and addresses and names and  
14 addresses of architects and owners, if requested.  
15 5. Samples, if requested.  
16

17 1.5 OPERATION AND MAINTENANCE INSTRUCTIONS AND EQUIPMENT WARRANTIES

18  
19 A. The Prime Contractor shall orient and instruct the responsible maintenance personnel designated by the  
20 Owner in the Operation of all equipment and shall provide the maintenance personnel with pertinent literature  
21 and operational manuals for all equipment. Date and time of demonstrations shall be mutually agreed upon  
22 with the Owner. Provide qualified personnel for as long as necessary to fully orient and instruct the Owner.  
23 Contractor shall videotape instruction session and provide owner with completed video.  
24

25 B. The manuals shall be submitted in (quadruplicate) 3-ring loose-leaf type binders to the Architect for approval  
26 with all additional information that the Architect may request and considers necessary for the proper servicing  
27 and maintenance of all equipment. Manuals are to include plain paper copies of approved shop drawings and  
28 catalog cuts. The quality of the copies may be subject to approval by the Architect. Upon completion and  
29 approval, 3 copies will be forwarded to the Owner and one copy retained by the Architect.  
30

31 C. Manuals shall include no less than the following:

- 32 1. Operating Procedures:  
33 a. Typewritten procedures indicating each mode of operation of each piece of equipment or  
34 system. Procedures shall indicate the status of each component of a system in each operating  
35 mode.  
36 b. Procedures shall indicate names, symbol numbers, valve tags, circuit numbers, schematic  
37 control and wiring diagrams, locations of thermostats, manual starters, control cabinets, and  
38 other controls of each system.  
39 c. Emergency shutdown procedures for each piece of equipment or system, both automatic and  
40 manual as appropriate.  
41 2. Maintenance Schedule: Typewritten schedule describing manufacturer's recommended schedule of  
42 maintenance and maintenance procedures.  
43 3. Catalog cuts and shop drawings:  
44 a. Catalog cuts shall clearly indicate the exact model and type of each piece of equipment installed  
45 in the Project, including all options provided.  
46 b. Catalog cuts shall fully describe equipment including physical, electrical, mechanical and other  
47 characteristics, performance characteristics and installation or erection diagrams.  
48 c. Catalog cuts shall indicate spare part numbers and name, address and telephone number of local  
49 representative or service department.  
50 4. Typewritten list of all subcontractors on the Project including name, address, telephone number and  
51 responsibility on the Project.  
52 5. Manuals shall be indexed with dividers indicating each system or piece of equipment.  
53 6. Warranties, permits, inspection stickers/approvals and Certificate of Occupancy are to be included.  
54

55 D. Required equipment warranties shall be submitted in three copies to the Architect.

- 1  
2 E. The Contractor shall video tape all instructional sessions and demonstrations and provide the Owner with a  
3 copy of the videotape at the end of all demonstrations.  
4

5 PART 2 - PRODUCTS

6 NOT APPLICABLE

7 PART 3 - EXECUTION

8  
9 3.1 ACTION ON SUBMITTALS

- 10  
11 A. One copy of all submissions will be returned to the Prime Contractor for his files. The Contractor shall mark  
12 up other copies so as to conform with the copy returned to him and forward them to all interested Contractors,  
13 Subcontractors, and Suppliers.  
14  
15 B. The Architect will review and stamp submitted shop drawings in one of the following ways (the actual stamp  
16 may be different; below language is shown for an example only)  
17 1. "No Exceptions Taken": Approved.  
18 2. "Make Corrections Noted": Approved, provided the work complies with corrections marked on the  
19 submittal.  
20 3. "Revise and Resubmit": Do not commence work of this submittal. Revise and resubmit or prepare a  
21 new submittal; comply with notations marked on submittal.  
22 4. "Rejected": Fundamentally not in compliance. Prepare a new submittal. No notations or comments  
23 made.  
24  
25 C. Work shall be executed in accordance with "Approved", "Approved As Noted", or "Resubmit for Record"  
26 stamp only.  
27  
28 D. Architect's review of shop drawings/submittals will constitute checking for general arrangement only, and  
29 shall not relieve the Contractor of responsibility for complete compliance with Drawings and Specifications.  
30 Contractor shall be responsible for quantities and dimensions to assure a proper fit under field conditions.  
31

32 3.2 DISTRIBUTION

- 33  
34 A. Provide additional distribution of submittals, not included in foregoing copy submittal requirements, to  
35 subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for proper  
36 performance of the work. Include such additional copies in transmittal to Architect where required to receive  
37 Action marking before final distribution. Show such distributions on transmittal forms.  
38

39 3.3 COLOR SELECTIONS

- 40  
41 A. All colors for all finished surfaces and materials will be selected or approved by the Architect. The color  
42 selections will be made at **one time** to provide a complete and coordinated color schedule which, upon  
43 acceptance of the Owner, will be provided to the Contractor. Any and all specific color selections for  
44 materials not noted on drawings or in specification shall be chosen by Architect after submittal of samples.  
45  
46 B. It is imperative that **all** color information be submitted to the Architect by the Contractor before color  
47 selections can be made. If any color selection information is not available when colors are needed to meet the  
48 project schedule, the Architect will select colors from one of the named manufacturers in the Specifications,  
49 and the Contractor will be required to exactly match that color. A claim for delay will not be accepted if the  
50 color schedule is late due to the failure of the Contractor to provide the Architect with all required color  
51 information, nor will an extra be entertained if the selected color is not available from the manufacturer the  
52 Contractor intended to use but neglected to submit.  
53  
54 C. The Contractors are reminded of the requirement to declare all substitutions within 20 days of execution of  
55 their Contract as specified.

1    **END OF SECTION 01300**

1 **SECTION 01310 - QUALITY CONTROL**

2  
3 **PART 1 - GENERAL**

4  
5 1.01 TRADESMEN AND WORKMANSHIP

- 6  
7 A. Each Contractor shall ensure that tradesmen performing work at site are skilled and knowledgeable in  
8 methods and craftsmanship needed to produce required quality levels for workmanship in completed work.  
9 Remove and replace work which does not comply with workmanship standards as specified and as recognized  
10 in the construction industry for applications indicated. Remove and replace other work damaged or  
11 deteriorated by faulty workmanship or its replacement.  
12  
13 B. In certain instances, specification text requires that specific work be assigned to specialists or expert entities,  
14 who shall be engaged for performance of those units of work. These shall be recognized as special  
15 requirements over which Contractor has no choice or option. These assignments shall not be confused with,  
16 and are not intended to interfere with, normal application of regulations, union jurisdictions and similar  
17 conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit  
18 of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final  
19 responsibility for fulfillment of entire set of requirements remains with Contractor.  
20

21 1.02 INSPECTION, TESTS AND REPORTS

- 22  
23 A. Required inspection and testing services are intended to assist in determination of probable compliances of  
24 the work with requirements, but do not relieve any Contractor of responsibility for those compliances, or for  
25 general fulfillment of requirements of Contract Documents. Specified inspections and tests are not intended to  
26 limit any Contractor's quality control program. Afford reasonable access to agencies performing tests and  
27 inspections.  
28  
29 B. The Prime Contractors are responsible for all testing associated with their work (foundations, soils  
30 compaction, concrete, steel, roof material testing etc.) Each Prime Contractor is responsible to coordinate the  
31 activities of the testing agency to assure that work is tested prior to being covered up or other activities  
32 associated to the work begin.  
33

34 PART 2 - PRODUCTS

35 NOT APPLICABLE

36 PART 3 - EXECUTION

37  
38 3.01 REPLACEMENT OF WORK

- 39  
40 A. The Contractor shall, within 24 hours after rejection of Work, remove all materials and equipment so rejected  
41 and immediately replace said Work, at his cost, to the satisfaction of the Architect. Should the Work of the  
42 Owner or other Contractors be damaged by such removal or replacement, the Contractor shall reimburse the  
43 Owner or other Contractors for all cost incurred for correcting said damage.  
44

45 3.02 SITE LAYOUT

- 46  
47 A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction  
48 where Project is located and who is experienced in providing land-surveying services of the kind indicated.  
49

50 3.03 EXAMINATION

- 51  
52 A. Existing Conditions: The existence and location of site improvements, utilities, and other construction  
53 indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and  
54 location of mechanical and electrical systems and other construction affecting the Work.  
55

- 1           1.     Before construction, verify the location and points of connection of utility services.  
2  
3       B.     Existing Utilities: The existence and location of underground and other utilities and construction indicated as  
4       existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of  
5       underground utilities and other construction affecting the Work.  
6  
7           1.     Before construction, verify the location and invert elevation at points of connection of sanitary sewer,  
8           storm sewer, and water-service piping; and underground electrical services.  
9           2.     Furnish location data for work related to Project that must be performed by public utilities serving  
10          Project site.  
11  
12       C.     Acceptance of Conditions prior to work starting: Examine substrates, areas, and conditions, with Installer or  
13       Applicator present where indicated, for compliance with requirements for installation tolerances and other  
14       conditions affecting performance. Record observations.  
15  
16           1.     Written Report: Where a written report listing conditions detrimental to performance of the Work is  
17           required by other Sections, include the following:  
18                   a.     Description of the Work.  
19                   b.     List of detrimental conditions, including substrates.  
20                   c.     List of unacceptable installation tolerances.  
21                   d.     Recommended corrections.  
22  
23           2.     Verify compatibility with and suitability of substrates, including compatibility with existing finishes or  
24           primers.  
25           3.     Examine roughing-in for mechanical and electrical systems to verify actual locations of connections  
26           before equipment and fixture installation.  
27           4.     Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.  
28           5.     Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the  
29           Work indicates acceptance of surfaces and conditions.  
30  
31       3.04    PREPARATION  
32  
33       A.     Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move,  
34       or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or  
35       affected by construction. Coordinate with authorities having jurisdiction.  
36  
37       B.     Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless  
38       permitted under the following conditions and then only after arranging to provide temporary utility services  
39       according to requirements indicated:  
40  
41           1.     Notify Owner not less than seven days in advance of proposed utility interruptions.  
42           2.     Do not proceed with utility interruptions without Owner's/Owner's written permission.  
43  
44       C.     Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements  
45       before installing each product. Where portions of the Work are indicated to fit to other construction, verify  
46       dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule  
47       with construction progress to avoid delaying the Work.  
48  
49       D.     Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on  
50       Drawings.  
51  
52       E.     Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification  
53       of the Contract Documents, submit a request for information to Architect. Include a detailed description of  
54       problem encountered, together with recommendations for changing the Contract Documents.

1  
2 3.05 CONSTRUCTION LAYOUT  
3

- 4 A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in  
5 relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and  
6 Owner promptly.  
7
- 8 B. General: **(not applicable to this project)** Engage a land surveyor to lay out the Work using accepted  
9 surveying practices.(not applicable to this project)  
10
- 11 1. Establish benchmarks and control points to set lines and levels at each story of construction and  
12 elsewhere as needed to locate each element of Project.
  - 13 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required  
14 dimensions.
  - 15 3. Inform installers of lines and levels to which they must comply.
  - 16 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 17 5. Notify Architect and Owner when deviations from required lines and levels exceed allowable  
18 tolerances.
  - 19 6. Close site surveys with an error of closure equal to or less than the standard established by authorities  
20 having jurisdiction.  
21
- 22 C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil  
23 placement, utility slopes, and invert elevations.  
24
- 25 D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations,  
26 column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey  
27 markings and elevations for use with control lines and levels. Level foundations and piers from two or more  
28 locations.  
29
- 30 E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels.  
31 Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey  
32 party member, and types of instruments and tapes used. Make the log available for reference by Architect and  
33 Owner.  
34

35 3.06 FIELD ENGINEERING  
36

- 37 A. Identification: Identify existing benchmarks, control points, and property corners.  
38
- 39 B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before  
40 beginning the Work. Preserve and protect permanent benchmarks and control points during construction  
41 operations.  
42
- 43 1. Do not change or relocate existing benchmarks or control points without prior written approval of  
44 Architect or Owner. Report lost or destroyed permanent benchmarks or control points promptly.  
45 Report the need to relocate permanent benchmarks or control points to Architect and Owner before  
46 proceeding.
  - 47 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on  
48 the original survey control points.  
49
- 50 C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to  
51 data established by survey control points. Comply with authorities having jurisdiction for type and size of  
52 benchmark.  
53
- 54 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

- 1           2.     Where the actual location or elevation of layout points cannot be marked, provide temporary reference  
2           points sufficient to locate the Work.  
3           3.     Remove temporary reference points when no longer needed. Restore marked construction to its  
4           original condition.  
5  
6     D.    Certified Survey: On completion of foundation walls, major site improvements, and other work requiring  
7           field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of  
8           construction and sitework.  
9

10  
11   3.07   INSTALLATION  
12

- 13     A.    General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as  
14           indicated.  
15  
16           1.     Make vertical work plumb and make horizontal work level.  
17           2.     Where space is limited, install components to maximize space available for maintenance and ease of  
18           removal for replacement.  
19  
20     B.    Comply with manufacturer's written instructions and recommendations for installing products in applications  
21           indicated.  
22  
23     C.    Install products at the time and under conditions that will ensure the best possible results. Maintain conditions  
24           required for product performance until Substantial Completion.  
25  
26     D.    Conduct construction operations so no part of the Work is subjected to damaging operations or loading in  
27           excess of that expected during normal conditions of occupancy.  
28  
29     E.    Tools and Equipment: Only use the best quality tools and equipment with proper attenuations for the latest  
30           acceptable sound levels.  
31  
32     F.    Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place,  
33           accurately located and aligned with other portions of the Work.  
34  
35           1.     Mounting Heights: Where mounting heights are not indicated, mount components at heights directed  
36           by Architect.  
37           2.     Allow for building movement, including thermal expansion and contraction.  
38  
39     G.    Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints  
40           for the best visual effect. Fit exposed connections together to form hairline joints.  
41  
42     H.    Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.  
43  
44

45   **END OF SECTION 01310**

1 **SECTION 01320 - TEMPORARY FACILITIES**

2  
3 PART 1 - GENERAL

4  
5 1.01 DESCRIPTION OF REQUIREMENTS

- 6  
7 A. Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other Contract Documents. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication that such temporary activity is not required for successful completion of the work and compliance with requirements of Contract Documents.
- 8  
9  
10  
11  
12  
13 B. Each Contractor is specifically assigned certain responsibilities for temporary facilities to be used by all Contractors, other entities at the site, the Owner's work forces and other personnel including occupants of the project, the Owner, the Architect, test agencies, personnel of governing authorities, and similar entities and personnel authorized to be at the project site during construction. In general, each Contractor is assigned the responsibilities for installation, operation and removal of each temporary facility which is related by recognized trades to its scope of contract work; and, except as otherwise indicated, each is responsible for costs and use charges associated therewith, including fuel, power usage, water usage and similar usage costs. The Contractor is responsible for temporary facilities not related to any other Contractor's scope of contract work and not otherwise specifically assigned, as designated by the Architect.
- 14  
15  
16  
17  
18  
19  
20  
21  
22  
23 C. No costs or usage charges for temporary facilities are chargeable to the Owner, nor can any Contractor's cost or usage charges for temporary facilities be accepted as the basis for a change order extra. The total costs and usage charges for temporary facilities are included, collectively, in the Contract Amounts.

24  
25  
26  
27 1.02 GENERAL REQUIREMENTS

- 28  
29 A. Each Contractor shall provide and operate all hoists, cranes, helicopters and furnish and erect all ladders and scaffolding required by him and his subcontractors, constructed to afford proper protection to craftsmen, their Work and other Work in progress and previously executed.

30  
31  
32  
33 1.03 JOB CONDITIONS

- 34  
35 A. Each Contractor shall establish and initiate use of each temporary facility at time first reasonably required for proper performance of the total work of project. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- 36  
37  
38  
39 B. Each Contractor shall install, operate, maintain and protect temporary facilities in a manner and at locations that will be safe, nonhazardous, sanitary, protective of persons and property, and free of deleterious effects.

40  
41  
42 1.04 ENVIRONMENTAL PROTECTION

- 43  
44 A. Each Contractor shall provide facilities, establish procedures, and conduct construction activities in a manner that will ensure compliance with environmental and other regulations controlling construction activities at project site. The Contractor shall designate one person, the Construction Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water/soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of project site. Anti-pollution measures required by D.E.P., as applicable are to be followed.

45  
46  
47  
48  
49  
50  
51 1.05 FIELD OFFICES

- 52  
53 A. The Contractor shall establish a construction office on the site if needed where directed by the Owner.
- 54

- 1 B. Provide adequate office space for field office personnel of Contractor plus one spare work station for  
2 incidental use by Subcontractors' personnel; suitably finished, furnished, equipped and heated/air conditioned.  
3 Provide a Group 3 or greater facsimile machine with separate telephone lines for use of all contractors, the  
4 Architect and the Owner on the site in the General Construction Trailer as well as the Architect/Owner trailer.  
5 Include separate space for project meetings, with tables not less than 4' x 8', and seating for not less than 12  
6 persons; cover main walls with tackboard material for posting of notices, progress schedule and similar  
7 information. Provide shelf space adequate for storage of approved samples.  
8
- 9 C. The Contractor shall provide a lockable office, minimum space 12' x 40' at the site for the Owner. For  
10 duration of the entire construction project, provide this office with: **(not applicable to this project)**  
11
- 12 1. Temporary electric service sufficient for all equipment in office. Service and monthly usage is to be  
13 paid by the Contractor.
  - 14 2. Adequate lighting, toilet facilities chemically treated, heating, ventilation and air conditioning  
15 throughout.
  - 16 3. Weekly janitorial services.
  - 17 4. Telephone:
    - 18 a. Provide five (5) telephone lines; one designated for fax machine. Service and monthly usage is  
19 to be paid by the Contractor.
    - 20 b. Provide four (4) telephones. Each telephone to have the capacity of answering either line,  
21 placing calls on hold, transferring calls and conference calling. These instruments are to be  
22 located as directed by the Owner (phones, fax, computer).
    - 23 c. Provide one (1) automatic telephone answering/recording device to be located in Owner's  
24 office.
    - 25 d. Provide an external sound-emitting device to have a different sound from other devices that  
26 may be installed outside Contractor's office.
    - 27 e. These telephones shall have listed telephone numbers and monthly bills are paid by the  
28 Contractor.
    - 29 f. Provide cable service for high speed internet access. Cost of service is to be paid by the  
30 Contractor.
  - 31 5. Furniture and equipment as follows:
    - 32 a. Three desks, three swivel chairs and two side chairs.
    - 33 b. Two plan racks, two plan tables and one sample shelf.
    - 34 c. Two 5-drawer file cabinets.
    - 35 d. One draftsman's stool and one drafting table with a 36" x 60" top and straight edge.
    - 36 e. Two meeting tables 8' x 4' minimum and twelve (12) folding chairs.
    - 37 f. One copying machine, Xerox or equal complete with paper supplies and two-year maintenance  
38 contract. (Capable of producing 50 copies per minute and have sort, sort/staple function.)
    - 39 g. One first-aid cabinet complete with supplies. Model 0412036 as manufactured by Mine Safety  
40 Appliances Company or equal.
    - 41 h. One calculator, electric semi-automatic.
    - 42 i. One water cooler with water service.
    - 43 j. One plain paper fax machine with memory dial.
      - 44 • Provide copy/fax paper on request.
  - 45 6. Trailer to be laid out with office at each end and conference room in the center.  
46
- 47 D. Other prime/sub contractors shall each provide suitable field offices for their own personnel and for incidental  
48 use by their subcontractors.
  - 49 • General Note: All temporary office trailers shall be strapped down to ground.
- 50
- 51 E. The Electrical Sub-Contractor shall provide temporary electrical service to the Contractor's and  
52 Architect/Owner's field offices. Connection of other contractors' field offices shall be each contractor's  
53 responsibility, coordinated with the Electrical Sub-Contractor.  
54

1  
2 1.06 SHEDS  
3

- 4 A. Each Contractor shall provide his own temporary sheds or trailers for storage, fabrication and similar pur-  
5 poses, which shall be located in accordance with the Contractor's coordinated plan for site utilization, as  
6 directed by Architect and Owner.  
7

8 1.07 WATER CONTROL  
9

- 10 A. Surface water drainage provisions shall be provided by the Contractor. The Contractor is to comply with Ero-  
11 sion and Sedimentation Control Plan on the Drawings and adjust as directed by the Owner to eliminate any  
12 interference with other trades work and access to areas of the site.  
13 B. The Contractor will be responsible to control all water during excavations and to maintain the bottom of  
14 footings, trenches and mass excavations in a stable condition. Replace all "soft spots" as part of the base  
15 contract.  
16

17 1.08 SECURITY  
18

- 19 A. The Contractor shall maintain complete security on the site at all times outside of normal working hours to  
20 protect the Work and all field offices, and to secure the area of construction by restricting all trespassers.  
21 • This means locking the gates. A guard is not required.  
22

23 1.09 SITE ENCLOSURE FENCE  
24

- 25 A. The Contractor shall enclose the entire project site to be sufficient to contain entire construction activity.  
26 Provide 8' high chain link steel fence. Provide 8' high gates for both personnel and trucks, with locks held  
27 under strict security control. A minimum of four gates will be required (locations will be coordinated in the  
28 field with the owner). Final location of the fence and gates is to be reviewed and coordinated with the owners  
29 personnel.  
30

31 1.10 TEMPORARY CONSTRUCTION FACILITIES  
32

- 33 A. Contractor to provide temporary stairs (centrally located, meeting the latest OSHA requirements) at each  
34 story of construction as soon as construction of floor system at head of stairs is started, and retain in use until  
35 permanent stairs are placed in use. Also, provide temporary plywood walkways, scaffold and railings as  
36 needed for public areas to protect against overhead work.  
37  
38 B. Contractor to provide, maintain, operate and remove when no longer needed, a temporary elevator for the  
39 vertical movement of personnel and materials. Provide full time operator if required.  
40  
41 C. Where mud, snow, ice or other hazardous conditions exist in the purview (Scope of Work) of any Prime/sub  
42 Contractor, the Contractor shall remove the hazards immediately and replace with suitable material for the  
43 other contractors use. If the Owner is compelled to remove the hazards with their own forces due to inaction  
44 by the Prime Contractor, then that Prime Contractor will be back-charged for the work performed by the  
45 Owner.  
46  
47 D. No welding, cutting by torch, or Work utilizing or causing flammable waste shall be done unless adequate fire  
48 protection is provided and maintained for the duration of the Work in the area of operations.  
49

50 1.11 DEBRIS CONTROL (Refer to Section 01524 for further delineation)  
51

- 52 A. Each Contractor shall be responsible for daily cleaning up of spillages and debris resulting from his  
53 operations and from those of his Subcontractors; and shall be responsible for complete removal and  
54 disposition of hazardous and toxic waste materials. The Contractor shall provide containers at grade,  
55 sufficient for the depositing of nonhazardous/nontoxic waste materials, and shall remove such waste materials

1 from project site at least weekly during cold weather (daily high temperatures below 50°F) and at least twice  
2 weekly during mild and warm weather.

- 3 • Contractor is responsible to provide all dumpsters.

4  
5  
6 B. The Contractor shall daily clean all mud, dirt and debris resulting from all trades operations from the adjacent  
7 streets, sidewalks, drives and parking areas and shall repair all damage caused by the cleaning to the  
8 satisfaction of the Owner.

9  
10 C. The Contractor is to provide and maintain appropriate means of trash disposal (i.e., chutes) to  
11 grade/dumpster. Multiple units may be required and shall be figured for in the bid.

## 12 13 PART 2 - PRODUCTS

### 14 15 2.01 TEMPORARY CONSTRUCTION

16  
17 A. Construction Sign: **(not required with this project)**Two (2) signs shall be constructed by the Contractor as  
18 shown on the drawings, (and if not shown it shall be as directed by Architect on a 4' x 8' painted ¾" exterior  
19 plywood backing) consisting of 3/4" exterior grade plywood securely fastened to 4" x 4" wood posts and  
20 painted with one coat exterior oil based wood primer followed with two coats exterior oil based finish paint in  
21 colors indicated. Letters shall be Helvetica Medium pressure sensitive 3.5 mil thick vinyl letters of sizes and  
22 colors indicated. Letters shall be adhered to the face of the sign in strict accordance with manufacturer's  
23 printed instructions. Sign shall be installed on the site as directed by the Architect, plumb and level in all  
24 directions. Posts shall be backfilled and compacted. Text shown is for general scope only. The Owner  
25 reserves the right to change the text prior to installation of sign. The signs shall remain in place for the  
26 duration of the project as per Architect direction.

27  
28 B. Contractor shall provide wind bracing per FM Research approved criteria.

29  
30 C. Temporary partitions within the new building as required for construction shall be constructed of 2x4 studs  
31 16" o.c. with 5/8" drywall floor to bottom side of structure above. Drywall shall be attached to occupied face  
32 of studs and nailed/screwed 8" o.c. maximum spacing. Joints shall occur over studs.

33  
34 D. Contractor to use ¾" plywood for exterior faced temporary partitions.

## 35 36 PART 3 - EXECUTION

### 37 38 3.01 ENCLOSURES

39  
40 A. At earliest possible date, the Contractor shall secure building against unauthorized entrance at times when  
41 personnel are not working. Provide secure temporary enclosure at ground floor and other locations of  
42 possible entry, with locked entrances.

43  
44 B. At each story of construction, as soon as the structural floor work is principally completed and the enclosure  
45 wall work is principally completed, the Contractor shall provide temporary enclosure of remaining openings.  
46 Arrange enclosure work to accommodate access, temporary heating, and natural ventilation as required for  
47 construction work by all entities on the project.

48  
49 C. Where any form of demolition will expose the interior of the building to weather, demolition shall follow the  
50 erection of weatherproof walls by the Contractor installed inside the demolition line, sealed and flashed, as  
51 required, to keep all water from the building interior. Keep temporary weatherproofing in place until new  
52 construction has been completed to the stage where water will not enter the building.

53  
54 D. The Contractor shall provide constant protection against rain, wind, storms, frost or heat to maintain the work,  
55 materials, apparatus and fixtures free from damage. At the end of each day's work, cover work likely to be

1 damaged. During cold weather, protect work from damage by freezing and provide such enclosures and  
2 heating apparatus as may be necessary diligently to prosecute the Work without stoppage for reason of  
3 unfavorable weather.  
4

- 5 E. Wherever a Contractor provides openings through walls or slabs, each location shall be adequately protected  
6 at the end of each working day with temporary enclosures to make these areas tight. Openings through  
7 exterior walls shall be watertight.  
8

- 9 F. **Contractor is to maintain the building in a water tight condition during all construction activities by  
10 whatever means necessary. Contractor is to never do any more removal work during any given day  
11 than that contractor can replace in the same day in order to make sure the occupants of the building  
12 will be protected from the possibility of water leakage into the building. Should any leakage occur, the  
13 contractor is to immediately make the building water tight (on a 24 hour basis) and repair any damage  
14 caused by the leakage or replace any equipment damaged by the leakage.**  
15

16 3.02 TEMPORARY ELECTRICITY  
17

- 18 A. Provide temporary power as required to complete the work of this contract.  
19  
20 B. Electrical Sub-Contractor shall provide sufficient temporary lighting to ensure proper workmanship  
21 everywhere; by combined use of daylight, general lighting, and portable plug in task lighting.  
22  
23

24 3.03 TEMPORARY HEATING AND COOLING  
25

- 26 A. Provide temporary heat as required to accomplish the work of this contract and as required by the  
27 manufacturers recommendations to continue with the work in cooler temperatures.  
28

29 3.04 TEMPORARY VENTILATION  
30

- 31 A. A trade requiring ventilation for Work shall provide fans to induce circulation of air provided prior approval  
32 has been obtained from the Owner.  
33

34 3.05 TEMPORARY TELEPHONES  
35

- 36 A. Each Contractor is responsible for their own telephone service and for payment of all charges relating to that  
37 service.  
38

39 3.06 TEMPORARY WATER  
40

- 41 A. Where potable water is available, either for total temporary requirements or as a separate service for drinking  
42 water and sanitation, extend piping system through construction areas and to temporary offices and hand wash  
43 facilities, and provide one refrigerated drinking fountain at each temporary office and at least one fountain at  
44 every third story of construction.  
45

- 46 B. Provide meters for water services, if required. Read meters and record readings weekly, and include in  
47 progress report to Architect at monthly intervals.  
48

49 3.07 TEMPORARY SANITARY FACILITIES  
50

- 51 A. Starting at time of start of work at project site, the Contractor shall provide and maintain self-contained toilet  
52 units of type acceptable to governing authorities, adequate, at all stages of construction, for use of personnel  
53 at project site. Provide separate facilities for male and female personnel when both sexes are working, in any  
54 capacity, at project site. Facilities shall remain in use until completion of project. Use of permanent facilities  
55 will not be permitted.

- 1  
2 3.08 REMOVAL AND RESTORATION  
3  
4 A. Prior to acceptance of the Project, each contractor shall remove temporary work for which he has been  
5 responsible.  
6  
7 3.09 OWNER'S RIGHTS  
8  
9 A. If any Contractor fails to carry out his responsibilities in providing temporary facilities, as set forth above, the  
10 Owner/Owner shall have the right to take such action as he deems proper for the protection and conduct of the  
11 Work, and to deduct the cost thereof from the amount due the Contractor at fault.  
12  
13 B. Extended work days, hours, shifts, weekend work, etc. may be allowed upon coordination and approval by  
14 Architect, Owner at no additional cost to the Owner.  
15 • Should the schedule begin to slip, for any reason, each contractor will be required to work additional  
16 shifts or weekends to recover the lost time. Should there be a cost to the College for this overtime  
17 work, the contractor will be required to reimburse the owner for said costs.  
18 • Normal working ours are 8am to 5pm Monday through Friday on campus.  
19  
20 3.10 TEMPORARY STAIRS and ELEVATOR  
21  
22 A. The Contractor will supply wooden stairs per floor suitable for other trades to access the work on upper levels  
23 including the mechanical mezzanines. The stairs shall meet the code in effect at the time of construction with  
24 handrails and guardrails of the appropriate structural capacity and dimensions. The Contractor shall submit to  
25 the local code official (if required) two sets design drawings of the stairs that have been prepared, signed and  
26 sealed by an Architect licensed in the State of the place of work. The Contractor shall maintain these stairs until  
27 such time that the permanent stairs are available for use. At that time, the Contractor shall remove the temporary  
28 stairs.  
29 B. The Contractor is to provide, maintain, operate, and remove when no longer needed, a temporary elevator for  
30 the vertical movement of personnel and equipment/materials and pay for all costs associated with said elevator  
31 and its operation.  
32  
33  
34 **END OF SECTION 01320**

1 **SECTION 01322 – PHOTOGRAPHIC DOCUMENTATION**

2  
3 PART 1 – GENERAL

4  
5 1.01 RELATED DOCUMENTS

- 6  
7 A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other  
8 Division 1 Specification Sections, apply to this Section.  
9

10 1.02 SUMMARY

- 11  
12 A. This Section includes administrative and procedural requirements for the following work by the General  
13 Contractor (other primes are encouraged to document the site and construction, but not required):  
14

- 15 1. Preconstruction photographs.  
16 2. Preconstruction videotapes.  
17 3. Progress Photo's

- 18  
19 B. Related Sections include the following:

- 20  
21 1. All of Division 1.  
22

23 1.03 SUBMITTALS

- 24  
25 A. Qualification Data: For photographer.

- 26  
27 B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location  
28 and direction of each photograph and videotape. Indicate elevation or story of construction. Include same  
29 label information as corresponding set of photographs or videotape.  
30

- 31 C. Construction Photographs: Submit three prints of each photographic view within seven days of taking  
32 photographs.  
33

- 34 1. Format: 8-by-10-inch smooth-surface matte prints on single-weight commercial-grade photographic  
35 paper, enclosed back to back in clear plastic sleeves that are punched for standard 3-ring binder.  
36 2. Identification: On back of each print, provide an applied label or rubber-stamped impression with the  
37 following information:

- 38  
39 a. Name of project.  
40 b. Name and address of photographer.  
41 c. Name of Architect and Construction Manager.  
42 d. Name of Contractor.  
43 e. Date photograph was taken if not date stamped by camera.  
44 f. Description of vantage point, indicating location, direction (by compass point), and elevation  
45 or story of construction.  
46 g. Unique sequential identifier.  
47

- 48 3. Negatives: Submit a complete set of photographic negatives in individually protected negative sleeves  
49 with each submittal of prints as a Project Record Document. Identify negatives with label matching  
50 photographic prints.

- 51 4. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints as  
52 a Project Record Document on CD-ROM. Identify electronic media with date photographs were  
53 taken. Submit images that have same aspect ratio as the sensor, uncropped.  
54

- 1 D. Videotapes: Submit 3 copies of each videotape with protective sleeve or case within seven days of recording.  
2 Remove safety tab to prevent accidental re-recording.  
3  
4 1. Identification: On each copy, provide an applied label with the following information:  
5  
6 a. Name of Project.  
7 b. Name and address of photographer.  
8 c. Name of Architect and Construction Manager.  
9 d. Name of Contractor.  
10 e. Date videotape was recorded.  
11 f. Description of vantage point, indicating location, direction (by encompass point), and  
12 elevation or story of construction.  
13 g. Weather conditions at time of recording.  
14  
15 2. Transcript: Prepared on 8-1/2 by 11-inch paper, punched and bound in heavy-duty, 3-ring, vinyl-  
16 covered binders. Mark appropriate identification on front and spine of each binder. Include a  
17 coversheet with same label information as corresponding videotape. Include name of Project and date  
18 of videotape on each page.  
19  
20 1.04 QUALITY ASSURANCE  
21  
22 A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer  
23 of construction products for not less than three years.  
24  
25 1.05 COORDINATION  
26  
27 A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access  
28 to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit  
29 photographs without obscuring shadows.  
30  
31 1.06 USAGE RIGHTS  
32  
33 A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of  
34 photographic documentation.  
35  
36 1.07 EXTRA PRINTS  
37  
38 A. Negatives: Photographer shall retain photographic negatives for three years after date of Substantial  
39 Completion. During this period, photographer shall fill orders by Architect, Construction Manager, or Owner  
40 for extra prints. Photographer shall price extra prints at prevailing local commercial prices.  
41  
42 B. Extra Prints: If requested by Architect or Construction Manager, photographer shall prepare extra prints of  
43 photographs. Photographer shall distribute these prints directly to designated parties who will pay the costs  
44 for extra prints.  
45  
46 PART 2 – PRODUCTS  
47  
48 2.01 PHOTOGRAPHIC MEDIA  
49  
50 A. Photographic Film: Medium format, 2-1/4 by 2-1/4 inches.  
51  
52 B. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum  
53 sensor size of 4.0 megapixels, and at an image resolution of not less than 1600 by 1200 pixels.  
54

1 C. Videotape Format: Provide high-quality, 1/2-inch, VHS color videotape in full-size cassettes, T-60 minutes  
2 long.

3  
4 1. Tape quality shall be adequate to create photographic prints to be made from individual frames.  
5

6 PART 3 – EXECUTION  
7

8 3.01 CONSTRUCTION PHOTOGRAPHS  
9

10 A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show  
11 the Work. Photographs with blurry or out-of-focus areas will not be accepted.  
12

13 1. Maintain key plan with each set of photographs that identifies each photographic location.  
14

15 B. Film Images:  
16

17 1. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so  
18 stamp is integral to photograph.

19 2. Field Office Prints: Retain one set of prints of photographs in the field office at Project site, available  
20 at all times for reference. Identify photographs same as for those submitted to Construction Manager.  
21

22 C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration,  
23 manipulation, editing, or modifications using image-editing software.  
24

25 1. Date and Time: Include date and time in filename for each image.

26 2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site,  
27 available at all times for reference. Identify images same as for those submitted to Construction  
28 Manager.  
29

30 D. Preconstruction Photographs: Before commencement of excavation, commencement of demolition, or  
31 starting construction, take color and digital photographs of Project site and surrounding properties, including  
32 existing items to remain during construction, from different vantage points, as directed by the owner.  
33

34 1. Flag excavation areas and construction limits before taking construction photographs.

35 2. Take 20 photographs of existing building on adjoining properties to accurately record physical  
36 conditions at start of excavation, demolition, or construction.

37 3. Take additional photographs as required to record settlement or cracking of adjacent structures,  
38 pavements, and improvements.  
39

40 E. Additional Photographs: The owner may issue requests for additional photographs, in addition to  
41 photographs specified. Additional photographs will be paid for by Change Order and are not included in the  
42 Contract Sum.  
43

44 1. Three days' notice will be given, where feasible.

45 2. In emergency situations, take additional photographs within 24 hours of request.

46 3. Circumstances that could require additional photographs include, but are not limited to, the following:  
47

48 a. Special events planned at Project site.

49 b. Immediate follow-up when on-site events result in construction damage or losses.

50 c. Photographs to be taken at fabrication locations away from Project site. These photographs  
51 are not submit to unit prices or unit-cost allowances.

52 d. Substantial Completion of a major phase or component of the Work.

53 e. Extra record photographs at time of final acceptance.

54 f. Owner's request for special publicity photographs.  
55

- 1 3.02 CONSTRUCTION VIDEOTAPES  
2  
3 A. Preconstruction Videotape: Before starting excavation, demolition, or construction record videotape of  
4 Project site and surrounding properties from different vantage points, as directed by the owner.  
5  
6 1. Flag excavation areas before recording construction videotapes.  
7 2. Show existing conditions adjacent to Project site before starting the Work.  
8 3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at  
9 the start of excavation, demolition, or construction.  
10 4. Show protection efforts by Contractor.  
11  
12 **END OF SECTION 01322**

1 **SECTION 01330 – CONTRACT CLOSEOUT**

2  
3 PART 1 – GENERAL

4  
5 1.01 DEFINITION

- 6  
7 A. Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final  
8 acceptance, final payment, normal termination of Contract, occupancy by Owner and similar actions  
9 evidencing completion of the work. Specific requirements for individual units of work are specified in  
10 sections of Divisions 2 through 16. Time of closeout is directly related to Substantial Completion, and  
11 therefore may be either a single time period for entire work or a series of time periods for individual parts of  
12 the work which have been certified as substantially complete at different dates. That time variation, if any,  
13 shall be applicable to other provisions of this section.  
14  
15 B. Substantial completion shall be defined that every material item has been installed. Nothing is missing and  
16 therefore, the punch list can begin.

17  
18 1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

- 19  
20 A. Prior to requesting the Architect's inspection for certification of substantial completion, for either entire work  
21 or portions thereof, complete the following and list known exceptions in request:  
22  
23 1. In progress payment request coincident with or first following date claimed, show either 100%  
24 completion for portion of work claimed as substantially complete, or list incomplete items, value of  
25 incomplete items, and reasons for being incomplete.  
26  
27 2. Include supporting documentation for completion as indicated in these Contract Documents.  
28  
29 a. Prepare a list of items to be completed and corrected (punch list), the value of items on the  
30 list, and reasons why the Work is not complete.  
31  
32 3. Submit statement showing accounting of changes to the Contract Sum.  
33  
34 4. Advise Owner of pending insurance change over requirements.  
35  
36 5. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final  
37 certifications and similar documents.  
38  
39 6. All fire sprinklers, devices, alarm system, roofing system, doors, insulation, etc. requiring FM  
40 Research approval to submit certification from Factory Mutual.  
41  
42 7. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to  
43 services and utilities, including occupancy permits, operating certificates, and similar releases.  
44  
45 8. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner obtaining a  
46 signed receipt of materials delivered. Refer to individual work sections for required quantities of spare  
47 parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be  
48 submitted.  
49  
50 9. Complete start up testing of systems, and instructions of Owner's operating/maintenance personnel.  
51 Discontinue, or change over, and remove from project site temporary facilities and services, along with  
52 construction tools and facilities, mockups, and similar elements.  
53  
54 10. Complete final clean up requirements.  
55  
56 11. Touch up and otherwise repair and restore marred exposed finishes.  
57  
58 12. Inspection: Submit a written request for inspection for Substantial Completion to the Owner. On  
59 receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of  
60 unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after  
61 inspection, the Owner will notify Contractor of items, either on Contractor's list or additional items  
62 identified by Architect that must be completed or corrected before certificate will be issued.  
63  
64 1. Reinspection: Request reinspection when the Work identified in previous inspections as  
65 incomplete is completed or corrected.

1                   2.           Results of completed inspection will form the basis of requirements for Final Completion.  
2

3           B.       Upon receipt of Contractor's request, the Owner and Architect will proceed with substantial completion  
4 inspection. Following inspection, the Architect will either prepare the certificate of substantial completion, or  
5 advise the Contractor of work which shall be performed prior to issuance of certificate. The work remaining  
6 to be performed shall be completed prior to the punch list for final acceptance.  
7

8           C.       Upon receipt of Contractor's notice that work has been completed, including all punch list items, but except-  
9 ing incomplete items delayed because of circumstances acceptable to the Owner and Architect, the Owner and  
10 Architect will reinspect the work. Upon completion of reinspection, the Architect will either prepare the  
11 certificate of final acceptance or advise the Contractor of work not completed or obligations not fulfilled as  
12 required for final acceptance.  
13

14  
15 1.03       PREREQUISITES TO FINAL ACCEPTANCE  
16

17           A.       Prior to requesting Owner and Architect's final inspection for certification of final acceptance and final  
18 payment, complete the following and list known exceptions, in request:  
19

- 20           1.       Submit final payment request with final releases and supporting documentation not previously  
21 submitted and accepted. Include certificates of insurance for products and completed operations where  
22 required.
- 23           2.       Submit release of liens for all subcontractors.
- 24           3.       Submit Contractor's statement that his final application, as presented, is the final bill and no other  
25 claims will be presented.
- 26
- 27           4.       Submit updated final statement, accounting for additional changes to Contract Sum including change  
28 orders and allowances.
- 29           5.       Submit certified copy of Architect's final punch list of itemized work to be completed or corrected,  
30 stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by  
31 Architect.
- 32           6.       Submit one set of record documents, bound copies of maintenance/operating manuals, final project  
33 photographs, damage or settlement survey, property survey, and similar final record information.
- 34           7.       Complete final clean up requirements.
- 35           8.       Touch up and otherwise repair and restore marred exposed finishes.
- 36           9.       Submit notarized consent of surety to final payment.
- 37           10.       Submit final liquidated damages settlement statement, if required, acceptable to the Owner.
- 38           11.       Revise and submit evidence of final, continuing insurance coverage complying with insurance require-  
39 ments.
- 40           12.       A letter from the Owner's representative certifying that he has been properly instructed in the operation  
41 and maintenance of equipment by the Contractor.
- 42           13.       10% one year Maintenance Bond.
- 43           14.       Underwriter's Certificate or Electrical Sub Code Official's Approval.
- 44           15.       Fire Alarm Certification and Description
- 45           16.       HVAC Contractor to submit certified balancing report.
- 46           17.       Final acceptance by Architect of record documents  
47

48           B.       Except as otherwise indicated or requested by Owner/Architect, remove temporary protection devices and  
49 facilities that were installed during course of the work to protect previously completed work during remainder  
50 of construction period.  
51

52 1.04       CLEAN UP  
53

54           A.       Remove waste materials from site and dispose of in a lawful manner.  
55

1 PART 2 - PRODUCTS

2  
3 NOT APPLICABLE

4  
5 PART 3 - EXECUTION

6  
7 3.01 CLEANING

- 8  
9 A. Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these to Owner's best advantage as directed.
- 10  
11  
12 B. After Substantial Completion of the Work, each Contractor shall do the final cleaning of the surfaces of his installations as may be required by the various Specification sections.
- 13  
14  
15 C. After each Contractor has cleaned their work, The General Contractor shall engage a professional cleaning service to perform final cleaning of the work consisting of cleaning each surface or unit to normal clean condition. Comply with manufacturer's instructions for cleaning operations and chemicals. The following are examples, but not by way of limitation, of cleaning levels required:
- 16  
17  
18  
19  
20 1. Remove labels that are not required as permanent labels.
- 21 2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances that are noticeable as vision obscuring materials. Replace broken glass and damaged transparent materials.
- 22  
23  
24  
25 3. Clean exposed exterior and interior hard surfaced finishes, to a dirt free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective conditions.
- 26  
27  
28 4. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.
- 29  
30 5. Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.
- 31  
32 6. Vacuum and clean carpeted surfaces and similar soft surfaces.
- 33  
34 7. Clean light fixtures and lamps to function with full efficiency.
- 35  
36 8. Clean and wax or polish all hard floors following manufacturer's instructions.
- 37  
38 9. Clean all window surfaces inside and outside.
- 39  
40 10. Perform final cleaning in, on and around all casework, sinks, toilets fixtures, etc.
- 41  
42 11. 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.
- 43  
44 12. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- 45  
46 13. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- 47  
48 14. Remove tools, construction equipment, machinery, and surplus material from Project site.
- 49  
50 15. Remove snow and ice to provide safe access to building.
- 51  
52 16. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- 53  
54 17. Sweep concrete floors broom clean.
- 55 18. Replace parts subject to unusual operating conditions.
19. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
20. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
21. Clean ducts, blowers, and coils if units were operated without filters during construction.
22. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

1           23. Leave Project clean and ready for occupancy.  
2

- 3           D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess  
4 materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage  
5 systems. Remove waste materials from Project site and dispose of lawfully.  
6

7           3.02 RECORD DOCUMENTS (Refer to 01340 for further information)  
8

- 9           A. Maintain one copy of each product data submittal, and mark up significant variations in actual work in  
10 comparison with submitted information. Include both variations in product as delivered to site and variations  
11 from manufacturer's instructions and recommendations for installation. Give particular attention to concealed  
12 products and portions of the work that cannot otherwise be readily discerned at a later date by direct  
13 observation. Note related change orders and mark up of record drawings and specifications. Upon  
14 completion of mark up, obtain from Architect's office at Contractors expense, mylar black line contract  
15 drawings and submit complete set of marked up drawings to Architect for Owner's records.  
16

- 17           B. Maintain mylar black line contract drawings and shop drawings in clean, undamaged condition, with mark up  
18 of actual installations which vary substantially from the work as originally shown. Mark whichever drawing  
19 is most capable of showing field condition fully and accurately; however, where shop drawings are used for  
20 mark up, record a cross reference at corresponding location on working drawing. Mark with red erasable  
21 pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.  
22 Mark up new information that is recognized to be of importance to Owner, but was for some reason not  
23 shown on either contract drawings or shop drawings. Give particular attention to concealed work, which  
24 would be difficult to measure and record at a later date. Note related change order numbers where applicable.  
25 Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print  
26 suitable titles, dates and other identification on cover of each set.  
27

- 28           C. Maintain one copy of Specifications, including addenda, change orders and similar modifications issued in  
29 printed form during construction, and mark up variations in actual work in comparison with text of  
30 specifications and modifications as issued. Give particular attention to substitutions, selection of options, and  
31 similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by  
32 direct observation. Note related record drawing information and product data, where applicable. Upon  
33 completion of mark up, submit to Architect for Owner's records.  
34

35           3.03 REMOVE TEMPORARY FACILITIES  
36

- 37           A. At the completion of the work prior to final payment, remove all temporary facilities entirely from site,  
38 including, but not limited to, the following: Field offices, trailers, shanties, sheds, job telephone, temporary  
39 toilets, temporary enclosures, dust barriers and other temporary protection devices.  
40

41           **END OF SECTION 01330**

1 **SECTION 01340 - PROJECT RECORD DOCUMENTS**

2  
3 PART 1 - GENERAL

4  
5 1.01 SUMMARY

6  
7 A. Section Includes:

- 8  
9 1. Project record documents consisting of:  
10 a. Record drawings.  
11 b. Record project manual (specifications).

12  
13 1.02 SUBMITTALS

14  
15 A. Project Record Documents: Submit after substantial completion, but prior to final completion.

- 16  
17 1. Record drawings: Submit in form of opaque prints.  
18 a. Sets shall include all drawings, whether changed or not.  
19 2. Other record documents: Submit originals or good quality photocopies.  
20 3. Each prime/sub contractor is responsible for their respective trade, record documents and record  
21 drawings. Combine with General Contractor record drawing documents for a complete set.  
22

23 PART 2 - PRODUCTS

24  
25 (NOT USED)

26  
27 PART 3 - EXECUTION

28  
29 3.01 MAINTENANCE OF PROJECT RECORD DOCUMENTS

- 30  
31 A. Do not use record documents of any type for construction purposes.  
32  
33 B. Maintain record documents in a secure location at the site while providing for access by the contractor and the  
34 architect during normal working hours; store in a fire-resistive room or container outside of normal working  
35 hours.  
36  
37 C. Record information as soon as possible after it is obtained.  
38  
39 D. Assign a person or persons responsible for maintaining record documents.  
40  
41 E. Record the following types of information on all applicable record documents:  
42  
43 1. Dimensional changes.  
44 2. New and revised details.  
45 3. Revisions to electrical circuits.  
46 4. Locations of utilities concealed in construction.  
47 5. Particulars on concealed products which will not be easy to identify later.  
48 6. Changes made by modifications to the contract; note identification numbers if applicable.  
49 7. New information which may be useful to the owner, but which was not shown in either the contract  
50 documents or submittals.

51  
52 3.02 RECORD DRAWINGS

- 53  
54 A. Maintain a complete set of opaque prints of the contract drawings, marked to show changes.  
55 B. Where the actual work differs from that shown on the drawings, mark this set to show the actual work.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

1. Mark location of concealed items before they are covered by other work.
  2. Mark either record contract drawings or shop drawings, whichever are best suited to show the change.
- C. When the contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the architect as to the drawing scale and information required.
- D. Keep drawings in labeled, bound sets.
1. Mark with red pencil.
  2. Mark work of separate contracts with different colors of pencils.
  3. Incorporate new drawings into existing sets, as they are issued.
- E. Where record drawings are also required as part of operation and maintenance data submittals, copy marks to another opaque print obtained from the architect.

### 3.03 RECORD PROJECT MANUAL

- A. Maintain a complete copy of the project manual, marked to show changes.
- B. Where the actual work differs from that shown in the project manual, mark the record copy to show the actual work.
1. Include a copy of each addendum and modification to the contract.
  2. In addition to the types of information required on all record documents, record the following types of information:
    - a. Product options taken, when the specification allows more than one.
    - b. Proprietary name and model number of actual products furnished, for each product, material, and item of equipment specified.
    - c. Name of the supplier and installer, for each product for which neither a product data submittal nor a maintenance data submittal was specified.

### 3.04 TRANSMITTAL TO OWNER (through the Architect)

- A. Collect, organize, label, and package ready for reference.
1. Bind print sets with durable paper covers.
  2. Label each document (and each sheet of drawings) with "PROJECT RECORD DOCUMENTS - This document has been prepared using information furnished by \_\_\_\_" [insert the contractor's name], and the date of preparation.
- B. Submit to the Architect four (4) sets of Operation and Maintenance Manuals in three-ring binders to be transmitted to the Architect/Engineer for approval: All to be submitted at one time, not piece meal.
- Include all inspection/approvals/certifications
  - All approved cut sheets as well as manufacturer's operation and maintenance manuals.

**END OF SECTION 01340**

1 **SECTION 01524 – CONSTRUCTION WASTE MANAGEMENT**

2  
3 PART 1 – GENERAL

4  
5 1.1 RELATED DOCUMENTS

- 6  
7 A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and  
8 Division 1 Specification Sections, apply to this Section.  
9

10 1.2 SUMMARY

- 11  
12 A. This Section includes administrative and procedural requirements for the following:

- 13  
14 1. Salvaging nonhazardous demolition and construction waste.  
15 2. Recycling nonhazardous demolition and construction waste.  
16 3. Disposing of nonhazardous demolition and construction waste.  
17

- 18 B. Related Sections include the following:

- 19  
20 1. All of Division 1 and attached specifications and drawings that make a part of this contract.  
21  
22

23 1.3 DEFINITIONS

- 24  
25 A. Construction Waste: Building and site improvement materials and other solid waste resulting from  
26 construction, remodeling, renovation, or repair operations. Construction waste includes packaging.  
27

- 28 B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition  
29 operations.  
30

- 31 C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or  
32 deposit in landfill or incinerator acceptable to authorities having jurisdiction.  
33

- 34 D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.  
35

- 36 E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.  
37

38 1.4 SUBMITTALS

- 39  
40 A. Waste Management Plan: Submit 4 copies of plan within 30 days of date established for the Notice to Proceed.  
41

- 42 B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and  
43 organizations. Indicate whether organization is tax exempt.  
44

- 45 C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations.  
46 Indicate whether organization is tax exempt.  
47

- 48 D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling  
49 and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.  
50

- 51 E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator  
52 facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.  
53

- 54 F. Qualification Data: For refrigerant recovery technician.  
55

1 G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering  
2 refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed  
3 according to EPA regulations. Include name and address of technician and date refrigerant was recovered.  
4

5 1.5 QUALITY ASSURANCE  
6

7 A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.  
8

9 B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.  
10

11 C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1.  
12 Review methods and procedures related to waste management including, but not limited to, the following:  
13

- 14 1. Review and discuss waste management plan.
- 15 2. Review requirements for documenting quantities of each type of waste and its disposition.
- 16 3. Review and finalize procedures for materials separation and verify availability of containers and bins  
17 needed to avoid delays.
- 18 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
- 19 5. Review waste management requirements for each trade.  
20

21 1.6 WASTE MANAGEMENT PLAN  
22

23 A. General: Develop plan consisting of waste identification, and waste reduction work plan. Indicate quantities by  
24 weight or volume, but use same units of measure throughout waste management plan.  
25

26 B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction  
27 waste generated by the Work. Include estimated quantities and assumptions for estimates.  
28

29 C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of  
30 in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for  
31 each means of recovery, and handling and transportation procedures.  
32

- 33 1. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list  
34 of their names, addresses, and telephone numbers.
- 35 2. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations,  
36 include list of their names, addresses, and telephone numbers.
- 37 3. Recycled Materials: Include list of local receivers and processors and type of recycled materials each  
38 will accept. Include names, addresses, and telephone numbers.
- 39 4. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and  
40 telephone number of each landfill and incinerator facility.
- 41 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable  
42 waste including sizes of containers, container labeling, and designated location on Project site where  
43 materials separation will be located.  
44

45 PART 2 - PRODUCTS (Not Used)  
46

47 PART 3 – EXECUTION  
48

49 3.1 PLAN IMPLEMENTATION  
50

51 A. General: Implement waste management plan as approved by Construction Manager. Provide handling,  
52 containers, storage, signage, transportation, and other items as required to implement waste management plan  
53 during the entire duration of the Contract.  
54

- 55 1. Comply with Division 1 Section "Temporary Facilities" for operation, termination, and removal

1 requirements.

2  
3 B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate  
4 for the Work occurring at Project site.

5  
6 1. Distribute waste management plan to entities when they first begin work on-site. Review plan  
7 procedures and locations established for salvage, recycling, and disposal.

8  
9 C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference  
10 with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

11  
12 1. Designate and label specific areas on Project site necessary for separating materials that are to be  
13 salvaged, recycled, reused, donated, and sold.

14 2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt,  
15 environmental protection, and noise control.

16  
17 3.2 SALVAGING DEMOLITION WASTE

18  
19 A. Salvaged Items for Sale and Donation: Not permitted on Project site.

20  
21 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

22  
23 A. General: Recycle beverage containers used by on-site workers.

24  
25 B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste  
26 materials shall accrue to Contractor.

27  
28 C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste  
29 by type at Project site to the maximum extent practical.

30  
31 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed  
32 from Project site. Include list of acceptable and unacceptable materials at each container and bin.

33  
34 a. Inspect containers and bins for contamination and remove contaminated materials if found.

35  
36 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape  
37 stockpiles to drain surface water. Cover to prevent windblown dust.

38 3. Stockpile materials away from construction area.

39 4. Store components off the ground and protect from the weather.

40 5. Remove recyclable waste off Owner's property and transport to recycling receiving or processor.

41  
42 3.4 RECYCLING DEMOLITION WASTE

43  
44 A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

45  
46 3.5 RECYCLING CONSTRUCTION WASTE

47  
48 A. Packaging:

49  
50 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

51 2. Polystyrene Packaging: Separate and bag materials.

52 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For  
53 pallets that remain on-site, break down pallets into component wood pieces and comply with  
54 requirements for recycling wood.

55 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling

1 wood.

2  
3 B. Wood Materials:

- 4  
5 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.

6  
7 3.6 DISPOSAL OF WASTE

- 8  
9 A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials  
10 from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having  
11 jurisdiction.

- 12  
13 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.  
14 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

- 15  
16 B. Burning: Do not burn waste materials on site.

- 17  
18 C. Burying: Do not bury waste materials on site.

- 19  
20 D. Disposal: Transport waste materials off Owner's property and legally dispose of them.

- 21  
22 E. Washing waste materials into sewers or drains is not permitted.

23  
24 **END OF SECTION 01524**

1 **SECTION 01731 - CUTTING AND PATCHING**

2 PART 1 - GENERAL

3 1.1 RELATED DOCUMENTS

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

6 1.2 SUMMARY

- 7 A. This Section includes procedural requirements for cutting and patching.
- 8 B. Related Sections include the following: all specification sections and drawings included in this bidding  
9 package and that make a part of this contract.

10 1.3 DEFINITIONS

- 11 A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- 12 B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of  
13 other Work.

14 1.4 SUBMITTALS

- 15 A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time  
16 cutting and patching will be performed, requesting approval to proceed. Include the following  
17 information:
- 18 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they  
19 cannot be avoided.
  - 20 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural  
21 elements and operating components as well as changes in building's appearance and other  
22 significant visual elements.
  - 23 3. Products: List products to be used and firms or entities that will perform the Work.
  - 24 4. Dates: Indicate when cutting and patching will be performed.
  - 25 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that  
26 will be relocated and those that will be temporarily out of service. Indicate how long service will  
27 be disrupted.
  - 28 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural  
29 elements, submit details and engineering calculations showing integration of reinforcement with  
30 original structure.
  - 31 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and  
32 patching. Approval does not waive right to later require removal and replacement of  
33 unsatisfactory work.

- 1 1.5 QUALITY ASSURANCE
- 2 A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-
- 3 carrying capacity or load-deflection ratio.
- 4 B. Operational Elements: Do not cut and patch operating elements and related components in a manner that
- 5 results in reducing their capacity to perform as intended or that results in increased maintenance or
- 6 decreased operational life or safety.
- 7 1. Primary operational systems and equipment.
- 8 2. Air or smoke barriers.
- 9 3. Fire-protection systems.
- 10 4. Control systems.
- 11 5. Conveying systems.
- 12 6. Electrical wiring systems.
- 13 C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner
- 14 that could change their load-carrying capacity, that results in reducing their capacity to perform as
- 15 intended, or that results in increased maintenance or decreased operational life or safety.
- 16 1. Water, moisture, or vapor barriers.
- 17 2. Membranes and flashings.
- 18 3. Equipment supports.
- 19 4. Piping, ductwork, vessels, and equipment.
- 20 5. Noise- and vibration-control elements and systems.
- 21 D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of
- 22 cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in
- 23 a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace
- 24 construction that has been cut and patched in a visually unsatisfactory manner.
- 25 1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it
- 26 is impossible to engage original Installer or fabricator, engage another recognized, experienced,
- 27 and specialized firm.
- 28 a. Processed concrete finishes.
- 29 b. Ornamental metal.
- 30 c. Roofing.
- 31 d. Firestopping.
- 32 e. Window wall system.
- 33 E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting
- 34 and patching, including mechanical and electrical trades. Review areas of potential interference and
- 35 conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- 36 1.6 WARRANTY
- 37 A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during
- 38 cutting and patching operations, by methods and with materials so as not to void existing warranties.

1 PART 2 - PRODUCTS

2 2.1 MATERIALS

- 3 A. General: Comply with requirements specified in other Sections of these Specifications.
- 4 B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that  
5 visually match existing adjacent surfaces to the fullest extent possible.
- 6 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will  
7 match the visual and functional performance of existing materials.

8 PART 3 - EXECUTION

9 3.1 EXAMINATION

- 10 A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be  
11 performed.
- 12 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including  
13 compatibility with existing finishes or primers.
- 14 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

15 3.2 PREPARATION

- 16 A. Temporary Support: Provide temporary support of Work to be cut.
- 17 B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide  
18 protection from adverse weather conditions for portions of Project that might be exposed during cutting  
19 and patching operations.
- 20 C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to  
21 adjoining areas.
- 22 D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass  
23 such services before cutting to minimize interruption of services to occupied areas.

24 3.3 PERFORMANCE

- 25 A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at  
26 the earliest feasible time, and complete without delay.
- 27 1. Cut existing construction to provide for installation of other components or performance of other  
28 construction, and subsequently patch as required to restore surfaces to their original condition.
- 29 B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar  
30 operations, including excavation, using methods least likely to damage elements retained or adjoining  
31 construction. If possible, review proposed procedures with original Installer; comply with original  
32 Installer's written recommendations.

- 1 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and  
2 chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum  
3 disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 4 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 5 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core  
6 drill.
  - 7 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where  
8 required by cutting and patching operations.
  - 9 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed.  
10 Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture  
11 or other foreign matter after cutting.
  - 12 6. Proceed with patching after construction operations requiring cutting are complete.
- 13 C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations  
14 following performance of other Work. Patch with durable seams that are as invisible as possible.  
15 Provide materials and comply with installation requirements specified in other Sections of these  
16 Specifications.
- 17 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate  
18 integrity of installation.
  - 19 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into  
20 retained adjoining construction in a manner that will eliminate evidence of patching and  
21 refinishing.
  - 22 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into  
23 another, patch and repair floor and wall surfaces in the new space. Provide an even surface of  
24 uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and  
25 replace with new materials, if necessary, to achieve uniform color and appearance.
  - 26 a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over  
27 the patch and apply final paint coat over entire unbroken surface containing the patch.  
28 Provide additional coats until patch blends with adjacent surfaces.
  - 29 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a  
30 weathertight condition.

31 **END OF SECTION 01731**



The College of New Jersey

Date: December 9, 2011

## Chiller Replacement at Eickhoff Hall

**Scope:** The existing building chiller on the roof of Eickhoff Hall is in need of a complete replacement. The scope of this project is to remove and dispose of the existing chiller, and replace it in kind (size in performance and dimensionally).

The existing chiller information is as follows:

Manufacturer: Trane

Model –CGADC304AFAODFGHTWYC3

Serial - J91A80261

460 Volts

3PH

30 Ton

Contractor is to include in their bid all costs for disconnecting piping and electrical/control work, lightning protection, and reconnection of same. Price also includes working with Honeywell (the Campus controls vendor) and coordination with their campus wide control system, as well as DCA electrical permits. All costs are borne by the contractor.

All work is to be done using New Jersey licensed contractors for their particular trade.

The existing roof warranty shall be maintained by the contractor and care should be taken at all times to protect this roof. That includes but is not limited to plywood around the unit during all work in the field. The roof was just installed in 2010.

All new piping is to be insulated matching existing thicknesses or thicker should code require it. New piping is to be labeled using exterior labels. All new electrical work is to meet all applicable codes at the time of the work.

Every material to be used on site is to be submitted for approval by TCNJ prior to being installed. All materials are to be new and of best quality. Refer to the Division 1 specifications for further requirements for submittals.

Prior to the removal of the existing chiller, all existing parameters are to be verified: chilled water flows, voltage, amperage etc.

Once all work is completed, the contractor will start up the new chiller with the presence of the TCNJ HVAC representative. A four (4) hour training session will take place to instruct the HVAC shop in the proper maintenance of the unit. Three (3) Operation and Maintenance Manuals will be provided at the time of start up.

Warranty: One year from date of start up for all work. Five (5) year warranty for compressors for labor and materials.

The contractor, if not providing a chiller that will fit the existing curb assembly, will include in their bid price all structural analysis by a New Jersey licensed structural engineer. Included in their bid will be all costs with the design of the structural work, installation of all required structural elements and all costs associated with submissions to DCA for review and permitting. This design work, and field work will include all costs to remove and dispose of existing curbing, roof re-working, and new curb work (including any structural elements necessary to support the new chiller).