

BLOCK 70139 LOT 12 QUALIFICATION CODE \_\_\_\_\_ ADDRESS (SITE) 346 Chamberbridge Rd. PERMIT NO. 09.0901



# CONSTRUCTION PERMIT APPLICATION

004-001208

Applicant Completes: Sections I, II, III (optional), IV, VI, and VII

## I. IDENTIFICATION

1. Proposed Work Site at: BRICK TWP HIGH SCHOOL  
2. Name of Owner in Fee: BRICK TWP BOARD OF EDUCATION  
Tel. ( ) e-mail  
Address 101 Hendrickson Ave., Brick, NJ 08724  
3. Ownership in Fee: Public ☒ Private ☐  
4. Principal Contractor: Markell Const. Co. Inc. Tel. (856) 299-1720  
Address 155 Miller Ave., Penns Grove, NJ 08069 e-mail Lbrown@markellcc.com  
License No. OR, if new home, Builder Reg. No. Exp. Date  
Home Improvement Contractor Registration No. or Exemption Reason (if applicable):  
Federal Emp. ID No. 210720229 FAX: (856) 299-5688  
5. Architect or Engineer Spiegle Group Contact  
Address 120 Sanhican Drive, Trenton, NJ e-mail  
Tel. (609) 695-7400 FAX: (609) 394-2274  
6. Responsible Person in Charge once Work has Begun LINDSAY BROWN  
Tel. (856) 299-1720 x 13 FAX: (856) 299-4897

## V. FEE SUMMARY (for office use only)

|                                   |    | Update | Update |
|-----------------------------------|----|--------|--------|
| 1. Building                       | \$ |        |        |
| 2. Electrical                     | \$ |        |        |
| 3. Plumbing                       | \$ |        |        |
| 4. Fire Protection                | \$ |        |        |
| 5. Elevator Devices               | \$ |        |        |
| 6. Subtotal                       | \$ |        |        |
| 7. Less 20% for State Plan Review | \$ |        |        |
| 8. Subtotal                       | \$ |        |        |
| 9. State Permit Surcharge Fee     | \$ |        |        |
| 10. Subtotal                      | \$ |        |        |
| 11. Cert. of Occupancy            | \$ |        |        |
| 12. Other                         | \$ |        |        |
| 13. TOTAL                         | \$ |        |        |

## VI. BUILDING/SITE CHARACTERISTICS

|                                     | (office use only) |
|-------------------------------------|-------------------|
| 1. Number of Stories                |                   |
| 2. Height of Structure              | ft.               |
| 3. Area — Largest Floor             | sq. ft.           |
| 4. New Building Area                | sq. ft.           |
| 5. Volume of New Structure          | cu. ft.           |
| 6. Max. Live Load                   |                   |
| 7. Max. Occupancy Load              |                   |
| 8. If Industrialized Building: Stat |                   |
| 9. Total Land Area Disturbed        |                   |
| 10. Flood Hazard Zone               |                   |
| 11. Base Flood Elevation            |                   |
| 12. Wetlands                        | yes no            |

Before we  
do a final  
C.A. need  
final approval  
from State BOE

## IIa. PROPOSED WORK

- ☒ Minor Work ☐ New Building ☐ Addition ☐ Demolition  
☐ Repair ☒ Alteration ☐ Renovation ☐ Reconstruction  
☐ Asbestos Abat. -Subch. 8 ☐ Lead Hazard Abatement ☐ Radon Remediation ☐ Annual Permit

## IIb. SUBCODES

(Check all that apply)

- ☒ Building  
☒ Electrical  
☐ Plumbing  
☒ Fire Protection  
☒ Elevator

## FOR OFFICE USE ONLY (Optional)

| Est. Cost | Plans Rec'd by | Date Rec'd | Rejection Date | Approval Date | Re-viewer | Resubmission Dates Approval | Rejection | Re-viewer |
|-----------|----------------|------------|----------------|---------------|-----------|-----------------------------|-----------|-----------|
| 12,000.00 | KD             | 4/21/09    | 4/24/09        | 4/27/09       |           | 4/29/09                     | 4/30/09   | AA        |
| 5,000.00  |                |            |                | 4-23-9        | AS        | 4/9/09                      |           |           |
| 1,000.00  |                |            |                | 4/27/09       | DB        | 4/5/09                      |           |           |
| 40,000.00 |                |            |                |               |           |                             |           |           |

TOTAL COST 58,000.00

## III. PLAN REVIEW (optional)

DO YOU WANT:

1. ☐ Partial Releases  
2. ☐ Prototype Processing

## IV. DOES OR WILL YOUR BUILDING CONTAIN ANY OF THE FOLLOWING?

1. ☒ Elevators/Escalators/Lifts/  
Dumbwaiters/Moving Walks  
2. ☐ High Pressure Boilers  
3. ☐ Pressure Vessels  
4. ☐ Refrigeration Systems  
5. ☐ Cross-Connections/Backflow Preventers  
6. ☐ Hazardous Uses/Places of Assembly  
7. ☐ Sprinklers  
8. ☐ Smoke Control Systems in Open Wells  
9. ☐ Underground Storage Tanks  
10. ☐ Swimming Pools, Spas and Hot Tubs  
11. ☐ LPGas Tanks

## CERTIFICATION IN LIEU OF OATH

### I. OWNER SECTION (to be completed if the applicant is the owner in fee)

I hereby certify that I am the owner in fee of the property listed on Page 1.

Mark the following applicable boxes:

- A. ☐ I further certify that a new home (private residence) will be constructed on this property for my own use and occupancy. This dwelling is to be occupied by myself and is not to be used for any purpose other than single family residential use. I attest that all construction, plumbing, or electrical work will be done, in whole or in part, by me or by subcontractors under my supervision, in accordance with all applicable laws; and, I further acknowledge that said new home is not covered under the New Home Warranty and Builders Registration Act (N.J.S.A. 46:3B-1 et seq.) and that such fact shall be disclosed to any person purchasing this property within ten years of the date of issuance of a certificate of occupancy.

I UNDERSTAND THAT IN MARKING BOX A, I ACKNOWLEDGE THAT I AM ASSUMING RESPONSIBILITY FOR THE WORK DONE ON SAID PROPERTY, THE CONDITION OF THE PROPERTY PRIOR TO, DURING, AND AFTER ANY WORK PERFORMED, AND FOR THE PERFORMANCE OF THE SUBCONTRACTORS I HIRE, EMPLOY, OR OTHERWISE CONTRACT OR WITH WHOM I MAKE AGREEMENTS TO PERFORM WORK. I AM VOLUNTARILY AND KNOWINGLY ASSUMING THIS RESPONSIBILITY.

- B. ☐ I further certify the following as required by the New Jersey Uniform Construction Code, N.J.A.C. 5:23-2.15(e)1.ix:

I personally prepared the plans submitted for: 1) the new home referred to in A.; or, 2) an addition, alteration, renovation, or repair to an existing single family residence owned and occupied by myself and located on the property listed on Page 1; or, 3) a new structure that will be physically separate from, but that will be deemed part of, an existing single family residence that is owned and occupied by myself and located on the property listed on Page 1.

- C. ☐ I further certify that I will perform or supervise the following work:

C.1. ☐ Building C.2. ☐ Fire Protection

I further certify that I will perform the following work:

C.3. ☐ Electrical C.4. ☐ Plumbing

- D. ☐ I agree to advise all contractors on this project that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey tax laws.

I further certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(a)5: All required State, county, and local prior approvals have been given, including such certification as the construction official may require.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

### II. AGENT SECTION (to be completed if the applicant is not the owner in fee)

I hereby certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(d): the proposed work is authorized by the owner in fee; and I have been authorized by the owner in fee to make this application as his agent.

I further certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(a)5: All required State, county, and local prior approvals have been given, including such certification as the construction official may require.

I agree to advise all contractors on this project that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey tax laws.

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

☒ Check if contractor.

Agent Name Martell Const. Co. Inc.

Address 15 S. Miller Ave.

Penns Grove, NJ 08069

Telephone ( 856 ) 299-1720

Signature [Signature]

- III. ☐ LEAD HAZARD ABATEMENT: Include Homeowner or Building Owner Affidavit as per N.J.A.C. 5:17.



# CONSTRUCTION PERMIT

Date Issued

Control #

Permit #

C-09-001208

IDENTIFICATION Block: 701.39 Lot: 12

Work Site Location: 346 CHAMBERS BRIDGE RD., NJ

Contractor: MARTELL CONST CO INC

Address: 155 MILLER AVENUE PENNSGROVE NJ 08069

Owner in Fee: BRICK TOWNSHIP EDUCATION

101 HENDRICKSON AVENUE BRICK NJ 08724

Telephone: (856) 299-1720

Telephone:

Lic. No. or Bldrs. Reg. No.

Federal Employee No. 21-0720229

Is hereby granted permission to perform the following work:

- ☒ BUILDING ☐ PLUMBING ☐ LEAD HAZARD ABATEMENT  
☒ ELECTRICAL ☒ FIRE PROTECTION ☐ DEMOLITION  
☐ ELEVATOR DEVICES ☐ ASBESTOS ABATEMENT (Subchapter 8 only) ☐ OTHER

DESCRIPTION OF WORK:

ELECTRICAL ALTERATIONS, FIRE ALTERATIONS ADA UPGRADE 2 CHAIRLIFTS

Note: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

Estimated Cost of Work \$64,000

Construction Official

Date

5-1-09

U.C.C. F170  
equiv (rev 8/03)

1 WHITE - INSPECTOR

2 CANARY - OFFICE

3 PINK - TAX ASSESSOR

4 GOLD - APPLICANT

**PAYMENTS (Office Use Only)**

|                  |        |
|------------------|--------|
| Building         | \$0    |
| Electrical       | \$0    |
| Plumbing         | \$0    |
| Fire Protection  | \$0    |
| Elevator Devices | \$0    |
| Other            | \$0.00 |
| DCA Training Fee | \$0    |
| CO Fee           | \$0    |
| Other            | \$0    |
| Total            | \$0    |
| Check No.        |        |
| Cash             | \$0    |
| Credit           | \$0    |
| Collected By     |        |

## REQUIRED INSPECTIONS

Construction work must be inspected in accordance with the State Uniform Construction Code Regulations N.J.A.C. 5:23-2.18. This agency will carry out such periodic inspections during the progress of work as are necessary to insure that the work installed conforms with the requirements of the Uniform Construction Code.

The owner or other responsible person in charge of work must notify this agency when work is ready for any required inspections specified below. Requests for inspections must be made at least 24 hours prior to the time the inspection is desired. Inspections will be performed within three business days of the time for which they are requested. The work must not proceed in a manner which will preclude the inspection until it has been made and approval granted.

- ☐ Required inspections for all subcodes for one- and two-family dwellings are as follows:

1. The bottom of footing trenches before placement of footings, except that in cases of pile foundations, inspections shall be made in accordance with the requirements of the building subcode.
2. Foundations and all walls up to grade level prior to back filling.
3. All structural framing, connections, wall and roof sheathing and insulation; electrical rough wiring, panel and service installation; rough plumbing. The framing inspection shall take place after the rough electrical and plumbing inspections and after the installation of the heating, ventilation and/or air conditioning duct system. The insulation inspection shall be performed after all other subcode rough inspections and prior to the installation of any interior finish material.
4. Installation of all finished materials, sealings of exterior joints, plumbing piping, trim and fixtures; electrical wiring, devices and fixtures; mechanical systems equipment.

Additional required inspections for all subcodes of construction, for other than one- and two-family dwellings, are fire suppression systems, heat producing devices and Barrier Free subcode accessibility, if applicable.

- ☐ Required special inspections. The applicant by accepting the permit will be deemed to have consented to these requirements:

- ☐ A final inspection is required for each applicable subcode area before a final Certificate of Occupancy or Approval may be issued. The final inspections include the installation of all interior and exterior finish materials, sealing of exterior joints, mechanical system and other required equipment; electrical wiring, devices and fixtures; plumbing pipes, trim and fixtures; tests required by any provision of the adopted subcodes, Barrier Free accessibility, if applicable; and verification of compliance with NJAC 5:23-3.5, "Posting structures".

- ☐ A complete copy of released plans must be kept on the job site.

If you do not understand any of this information, please ask.



Brick Township  
401 Chambersbridge Rd  
Brick, NJ 08723

Date Issued 07/22/2009  
Control Number C-09-001208  
Permit Number 09-0901  
Permit Issue Date 05/01/2009  
Certificate Number 09-0901

## Certificate

Construction Code Division  
(Certificate of Approval)

### Identification

Work Site Location: 346 CHAMBERS BRIDGE RD. , NJ Block: 701.39 Lot: 12 Qual: \_\_\_\_\_  
Owner in Fee: BRICK TOWNSHIP EDUCATION  
Owner Address: 101 HENDRICKSON AVENUE BRICK NJ 08724  
Telephone: \_\_\_\_\_  
Contractor: MARTELL CONST CO INC  
Address: 155 MILLER AVENUE PENNSGROVE NJ 08069  
Telephone: (856) 299-1720 Fax: (856) 299-5688  
License Number or Builders Registration Number: \_\_\_\_\_ Federal Emp. Number: 21-0720229

Home Warranty Number: \_\_\_\_\_

Type of Warranty Plan: ☐ State ☐ Private

Use Group: E Construction Classification: \_\_\_\_\_

Maximum Live Load: 0 Maximum Occupancy Load: 0

Description of Work/Use: ELECTRICAL ALTERATIONS, FIRE ALTERATIONS ADA UPGRADE 2 CHAIRLIFTS

Certificate Comments: 2 ADA Compliant Chairlifts

☐ **Certificate of Occupancy**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☒ **Certificate of Approval**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ **Certificate of Continued Occupancy**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **Temporary Certificate of Compliance**

The following conditions must be met no later than or the owner will be subject to fine or order to vacate:  
This certificate has an expiration date of:  
**Conditions to be met:**

☐ **Certificate of Clearance - Lead Abatement 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC5:17 to the following extent.

- ☐ Total removal of lead-based paint hazards in scope of work
- ☐ Partial or limited time period (    years); see file

☐ **Certificate of Clearance - Asbestos Abatement**

This serves notice that based on written certification, asbestos abatement was performed to the following extent.

- ☐ Total removal of asbestos hazards in scope of work
- ☐ Partial or limited time period (    years); see file

☐ **Certificate of Compliance**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

☐ **Temporary Certificate of Occupancy**

The following conditions must be met no later than: or the owner will be subject to fine or order to vacate:  
This certificate has an expiration date of:  
**Conditions to be met:**

\_\_\_\_\_  
Construction Official

Date Printed: 09/11/2009 U.C.C. F260 (rev. 08/05)

Fee: \$0.00  
Check Number: \_\_\_\_\_  
Collected By: \_\_\_\_\_

Page 1

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## BRICK TOWNSHIP PUBLIC SCHOOLS

**To:** Steven Siegel  
**Company:** Spiezele Architecture  
**Phone:** 609-695-7400  
**Fax:** 609-394-2274

**From:** Marie Barnes  
Ofc of  
Business Administrator/  
Board Secretary  
**Phone:** 732-785-3000 X. 1016  
**Fax:** 732-785-1070

**Date:** 03/24/09

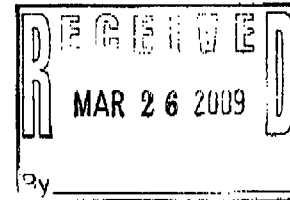
**Pages including**  
**this cover page:** 9

**Comments:** Project # 0530-020-09-1002  
BTHS

**State of New Jersey**

DEPARTMENT OF EDUCATION  
PO Box 500  
TRENTON, NJ 08625-0500

JON S. CORZINE  
Governor



LUCILLE E. DAVY  
Commissioner

February 26, 2009

Mr. Walter Hrycenko, Superintendent  
Ocean County  
Bricktown School District  
101 Hendrickson  
Bricktown, NJ 08724

RE: **FINAL ELIGIBLE COSTS: (FEC) DETERMINATION OF A SCHOOL FACILITIES PROJECT FOR A REGULAR OPERATING DISTRICT, NOT INCLUDING A COUNTY VOCATIONAL SCHOOL DISTRICT, SEEKING A GRANT PURSUANT TO THE EDUCATIONAL FACILITIES CONSTRUCTION AND FINANCING ACT (EFCFA), P.L. 2000, c.72, AS AMENDED.**

**THIS PROJECT DOES NOT IMPACT EDUCATIONAL ADEQUACY AND IS NOT SUBJECT TO DOE FINAL EDUCATIONAL ADEQUACY REVIEW.**

State Project # 0530-020-09-1002  
Bricktown High School  
Bricktown School District  
Ocean County

Dear Mr. Hrycenko

Your District has submitted an application for a school facilities project pursuant to Section 5 of the Educational Facilities Construction and Financing Act, P.L. 2000, c.72 ("EFCFA" or the "Act") and the New Jersey Department of Education implementing regulations at N.J.A.C. 6A:26-1 et seq. ("Regulations"). The New Jersey Department of Education-Office of School Facilities ("Department") reviewed the project application, and based on its review, issued a letter dated January 15, 2009 giving approval of the school facilities project, determining preliminary eligible costs ("PEC"), and notifying the District of certain construction and funding options. The District notified the Department of its options. Based on these submissions and determinations, the Department hereby makes the following determination on final eligible costs ("FEC") pursuant to N.J.S.A. 18A:7G-5 and N.J.A.C. 6A:26-3.6.

Bricktown School District  
 Project No:0530-020-09-1002  
 February 26, 2009

FEC

**I. District elected options:** The District has notified the Department of its elected options in ATTACHMENT "A" or 30 days from the issuance of the PEC has elapsed, thus the following:

a. **State funding support:** Grant

b. **Determination of FEC:** The District did not appeal the determination of PEC. Therefore, the PEC becomes the FEC.

The District's aid percentage as defined in Section 3 of the Act, N.J.S.A. 18A:7G-3 is 10.7791, and State share will be equal to 100% of that percentage, except that it will not be less than 40% of final eligible costs. Pursuant to N.J.S.A. 18A:7G-5, the following are FEC for the school facilities project and the State and local share:

|                                           |                 |
|-------------------------------------------|-----------------|
| FEC                                       | \$84,950        |
| State share of FEC                        | \$33,980        |
| Local Share of FEC                        | \$50,970        |
| <b>Total Project Costs</b>                | <b>\$84,950</b> |
| <b>Total State Share of Project Costs</b> | <b>\$33,980</b> |
| <b>Total Local Share of Project Costs</b> | <b>\$50,970</b> |

**II. Conclusions:** This letter has provided a determination with respect to FEC. FEC establishes a maximum dollar amount of eligible costs. If the local share is less than the dollar amount stated in this letter, the State share will be decreased proportionally. The State share may also be adjusted downward if the total costs to complete the school facilities project are less than the amount of FEC stated in this letter. If the project has additional costs they shall be funded through local share.

Please be advised that no school facilities project will be constructed unless, if there is a local support amount, such local support has received approval as set forth in N.J.A.C. 6A:26-3.7. Districts issuing school bonds to fund any part of the local support must notify the Division of Finance in the Department and the county superintendent of schools when approval is obtained, provide each with the schedule for issuance of school bonds, and notify the county superintendent within 30 days of the issuance of the school bonds. In accordance with N.J.A.C.6A:26-18.5, districts must obtain the local share within 180 days of notification by the Department of the final grant award. If the District has elected State support in the form of a grant, it must add the New Jersey Schools Development Authority ("NJSDA") to the parties notified. If the District determines to fund the entire local support through a means other than school bonds, it

Bricktown School District  
Project No:0530-020-09-1002  
February 26, 2009

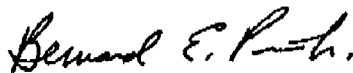
FEC

must obtain approval of necessary line-items in the budget, obtain separate voter or board of school estimate approval of the expenditure of local support, or make withdrawals from capital reserve in accordance with N.J.A.C. 6A:26-3.7 and regulations referenced therein, or evidence of approval and financial commitment to fund a lease purchase agreement. If the local share is funded through sources other than school bonds, such as gifts, grants, other private sources, or other public funds such as municipal surplus, the District must provide the NJSDA evidence that the funds have been committed and are authorized for use for the school facilities project pursuant to the terms of the funding source and applicable law.

The district may advance the project, including review for Uniform Construction Code ("UCC") compliance as required. If the district submitted a Release Request Form with its project application requesting municipal code enforcing agency review of plans for UCC conformance, the Department forwarded the form to the New Jersey Department of Community Affairs with a copy of the project determination letter for their action. If a Release Request Form was not submitted with the project application and the district prefers to have the municipal code enforcing agency review its plans for UCC conformance, a completed Release Request Form including State project number should be sent directly to the New Jersey Department of Community Affairs, Division of Codes and Standards, Education Unit.

Please contact Glenn Ferguson, Manager with any questions regarding this matter at (609)943.5674 or [glenn.ferguson@doe.state.nj.us](mailto:glenn.ferguson@doe.state.nj.us).

Sincerely,



Bernard E. Plaia, Jr., Director  
Office of School Facilities

BEP:FJL:gef

c: Lucille E. Davy, Commissioner  
Willie Spicer, Deputy Commissioner  
John Hart, Chief of Staff  
Rochelle Hendricks, Assistant Commissioner, Division of District & School Improvement  
Kathryn Forsyth, Director of Public Information  
Bruce Greenfield, Ocean County, Executive County Superintendent  
Frank LoDolce, Regional Director, School Facilities  
Glenn Ferguson, Manager, School Facilities  
James Edwards, School Business Administrator

PEC

Bricktown School District  
Project No: 0530-020-09-1002  
January 15, 2009

DOE Letter Dated: January 15, 2009

## ATTACHMENT "A"

Bernard E. Piaia, Jr., Director  
Office of School Facilities  
Department of Education  
PO Box 500  
Trenton, NJ 08625-0500

RE: **PRELIMINARY ELIGIBLE COST: (PEC) DETERMINATION OF A SCHOOL FACILITIES PROJECT FOR A REGULAR OPERATING DISTRICT, NOT INCLUDING A COUNTY VOCATIONAL SCHOOL DISTRICT, SEEKING A GRANT PURSUANT TO THE EDUCATIONAL FACILITIES CONSTRUCTION AND FINANCING ACT (EFCFA), P.L. 2000, c.72, AS AMENDED.**

State Project # 0530-020-09-1002  
Bricktown High School  
Bricktown School District  
Ocean County

Dear Mr. Piaia:

Pursuant to the New Jersey Department of Education ("Department") letter approving the above-referenced school facilities project and determining preliminary eligible costs ("PEC"), the District has enclosed a signed and sealed board resolution authorizing the District to construct the school facilities project with State funding support.

If the District elects to construct its school facilities project, select State funding support:  
☒ Grant ☐ Debt Service

District determination on FEC (see comments below)  
☒ Accepts PEC (will not appeal PEC) ☐ Defers decision on PEC

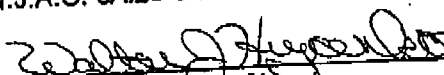
Should the District indicate its acceptance of the PEC as FEC, the Department will be better able to expedite an FEC determination for the school facilities project. The District understands that if it defers the decision on PEC, thereby retaining the right to either accept or appeal PEC, the District may within 30 days of the preparation of detailed plans and specifications by a design professional appeal to the Commissioner of the Department for an increase in those costs if such plans indicate that the cost of constructing that portion of the school facilities project approved for State support exceeds the PEC as determined by the Commissioner by 10 % or more.

PEC

Bricktown School District  
Project No: 0530-020-09-1002  
January 15, 2009

The District further understands that it is not permitted to seek approval of the local support (e.g. school bonds, capital reserve, etc.) for the school facilities project until the Department has notified the District of FEC for the project. Also, no school facilities project may be constructed unless, if there is a local support amount, such local support has received approval as set forth in N.J.A.C. 6A:26-3.7.

2/9/09  
Date

  
Superintendent's Signature

Enclosure:  
☐ Board resolution

c: Glenn Ferguson, Manager

## Brick Township Board of Education



101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724-2599  
TELEPHONE (732) 785-3000  
FAX (732) 840-9089

*Administrative Offices*

February 9, 2009

Mr. Bernard E. Piaia, Jr. Director  
Office of School Facilities  
Department of Education  
PO Box 500  
Trenton, NJ 08625-0500

RE: State Project #0530-020-09-1002  
Brick Township High School

Dear Mr. Piaia:

The Board of Education, at its Special Public meeting held on February 5, 2009, accepted the PEC (Preliminary Eligible Cost) as the FEC (Final Eligible Cost) for the above referenced project. Attached is a certified Board Resolution and completed Attachment "A". If you any questions, please do not hesitate to contact my office.

Sincerely,

Walter J. Hrycenko  
Superintendent of Schools  
Enclosures

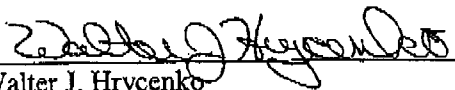
C: S. Siegel, Spiegle Architecture  
J. Edwards

**BRICK TOWNSHIP PUBLIC SCHOOLS  
SPECIAL MEETING FEBRUARY 5, 2009**

To Whom it May Concern: This is to certify that the items on the attached pages were approved by the Brick Township Board of Education at their Special Public Meeting held on February 5, 2009.

|                  |                   |
|------------------|-------------------|
| Motion to Adopt: | Virginia Reinhold |
| Second:          | Cynthia McCarthy  |
| AYES:            | 5                 |
| NAYS:            | 0                 |
| ABSTAINS:        | 0                 |
| ABSENT:          | 2                 |

(SEAL)

  
\_\_\_\_\_  
Walter J. Hrycenko  
Superintendent of Schools

**BRICK TOWNSHIP BOARD OF EDUCATION  
MINUTES  
SPECIAL PUBLIC MEETING  
February 5, 2009**

2. to accept, with no appeal, the State of New Jersey Department of Education PEC (Preliminary Eligible Cost) as FEC (Final Eligible Cost) for the Osbornville Roof Project #0530-070-09-1007 utilizing State grant funds as indicated below:

| State Plan Number | School   | PEC         | State Share |
|-------------------|----------|-------------|-------------|
| 0530-070-09-1007  | OSB Roof | \$85,600.00 | \$34,240.00 |

3. to accept, with no appeal, the State of New Jersey Department of Education PEC (Preliminary Eligible Cost) as FEC (Final Eligibility Cost) for the BTHS Wheel Chair Project #0530-020-09-1002 utilizing State grant funds as indicated below:

| State Plan Number | School                           | PEC         | State Share |
|-------------------|----------------------------------|-------------|-------------|
| 0530-020-09-1002  | BTHS<br>Wheel Chair Lift Project | \$84,950.00 | \$33,980.00 |

4. to defer the decision on acceptance of the State of New Jersey Department of Education PEC (Preliminary Eligible Cost) as the FEC (Final Eligible Cost) for BTHS construction project 0530-020-09-1001 to a September 2009 Referendum utilizing State funds as indicated below:

| State Plan Number | School | PEC             | State Share    |
|-------------------|--------|-----------------|----------------|
| 0530-020-09-1001  | BTHS   | \$13,681,176.00 | \$5,472,470.00 |

5. to defer the decision on acceptance of the State of New Jersey Department of Education PEC (Preliminary Eligible Cost) as the FEC (Final Eligible Cost) for BTHS Construction Project #0530-020-09-1003 to a September 2009 Referendum utilizing State funds as indicated below:

| State Plan Number | School | PEC            | State Share    |
|-------------------|--------|----------------|----------------|
| 0530-020-09-1003  | BTHS   | \$9,996,827.00 | \$3,998,731.00 |

6. to defer the decision on acceptance of the State of New Jersey Department of Education PEC (Preliminary Eligible Cost) as the FEC (Final Eligible Cost) for BMHS Construction Project #0530-025-09-1004 to a September 2009 Referendum utilizing State funds as indicated below:

| State Plan Number | School | PEC            | State Share    |
|-------------------|--------|----------------|----------------|
| 0530-025-09-1004  | BMHS   | \$4,274,976.00 | \$1,709,990.00 |



**State of New Jersey**  
DEPARTMENT OF COMMUNITY AFFAIRS

101 SOUTH BROAD STREET  
PO BOX 802  
TRENTON, NJ 08625-0802

RECD MAY 05 2009

JON S. CORZINE  
Governor

JOSEPH V. DORIA, JR.  
Commissioner

April 30, 2009

Mr. Daniel F. Newman, Jr.  
Construction Official  
Brick Township  
Municipal Building  
401 Chambers Bridge Road  
Brick Township, New Jersey 08723

Re: Project: ADA Upgrades  
School: Brick Township HS  
School District: Brick Township  
County: Ocean  
DOE Project #: 0530-020-09-1002

09-0901  
701.39  
12

Dear Mr. Newman:

We are in receipt of a letter from the New Jersey Department of Education (NJDOE) forwarding the above referenced school district's request for permission to allow the New Jersey Uniform Construction Code (NJUCC) plan review and release to be performed by your agency. You are granted this authority.

Please be aware that it is your responsibility to obtain either a NJDOE final educational adequacy approval letter or a letter from the NJDOE stating that final educational adequacy approval is not required as well as NJDOE stamped approved plans from the school district or its design professional.

In addition to plan review for compliance with all of the subcodes of the NJUCC, as they may be applicable, it is also your plan review responsibility to ensure compliance with N.J.A.C. 5:23-3.11A(c) and the NJDOE's public school facility requirements enumerated in Bulletin #00-3, as they may be applicable to this specific project.

If you have any questions, please feel free to contact this office at 609-984-7609.

Sincerely,

*Suzanne Borek*  
For

John N. Terry  
Division of Codes and Standards

c: Walter Hrycenko, Superintendent, Bricktown School District



STATE OF NEW JERSEY  
DEPARTMENT OF EDUCATION - CHIEF OF STAFF  
OFFICE OF SCHOOL FACILITIES

|             |                  |
|-------------|------------------|
| Parent      | 0530-020-09-1002 |
| Land        |                  |
| Temporary   |                  |
| Feasibility |                  |
| Emergent    |                  |

**REQUEST FOR LOCAL RELEASE OF SCHOOL CONSTRUCTION PLANS**

**Project and District Information**

|                  |                                         |                       |                             |
|------------------|-----------------------------------------|-----------------------|-----------------------------|
| County:          | OCEAN                                   | District Contact:     | Mr. James Edwards           |
| District Name:   | BRICK TWP                               | Contact Title:        | Business Administrator      |
| District Number: | 0530                                    | District Telephone #: | 732-785-3000                |
| School Name:     | Brick Township High School              | District Fax #:       | 732-840-9089                |
| School Code:     | 020                                     | District E-Mail:      | jedwards@brickschools.org   |
| Project Title:   | ADA Upgrades to Brick Township High Sch | A/E Firm:             | Spiezle Architectural Group |
| Project Address: | 346 Chambersbridge Road                 | A/E Contact:          | Steven Siegel, Associate    |
| Municipality:    | Brick Twp                               | A/E Phone #:          | 609-6957400 x224            |
| Zip Code:        | 08723                                   | A/E Fax #:            | 609-3942274                 |
|                  |                                         | A/E E-Mail:           | Ssiegel@spiezle.com         |

**Brief Description of Project:**

Installation of new ADA chairlift at existing stairs in corridors at two locations.

It is the request of the above-named school district to have this project reviewed for State Uniform Construction Code compliance (including N.J.A.C. 5:23-3.11A(c) and Department of Community Affairs, Division of Codes and Standard Bulletin 00-3) and other applicable State Codes by a municipal code enforcing agency, pursuant to P.L. 1990 c. 23.

Chief School Administrator (Signature):

Chief School Administrator:



Mr. Walter Hrycenko

Date: 

This project will be reviewed for compliance by the below named appropriately licensed municipal code enforcing agency

Municipality Name:

Other Municipality (only if project located in > 1 jurisdiction):

Brick Township

Municipal Code Enforcing Agency Construction Official (Name):

Daniel E. Newman, Jr.

Municipal Code Enforcing Agency Construction Official (Signature):



Date: 11-14-07

Municipal Code Enforcing Agency Classification is class:

Class 1

Municipal Code Enforcing Agency Address:

Street: Municipal Building  
401 Chambersbridge Road  
City: Brick Township  
State: NJ  
Zip Code: 08723

Phone: 732-262-1027

Fax: 732-262-8954

Comments/Notes for ease of UCC Review:



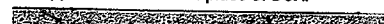
**FOR DCA\* USE ONLY**

\*Note: For all capital projects for NJ Private Schools for the Disabled, DOE will Approve this Form in place of DCA.

Request Reviewed By:

Suzanne Borek

Signature:



Title:

Construction Official

Date Acted Upon:

11/14/07

Action:

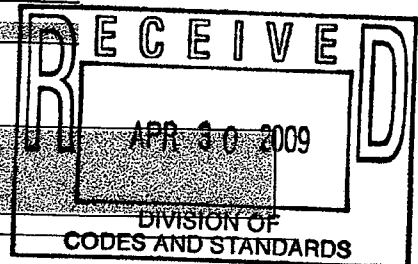
☒ APPROVED

☐ DENIED (identify reason below)

☐ RETURNED NO ACTION (identify reason below)

Comments:







# FIRE SUBCODE TECHNICAL SECTION

**A. IDENTIFICATION—APPLICANT:** COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 701, 39 Lot 12  
Work Site Location BLACK TWP HIGH SCHOOL  
346 Chambersbridge Rd. Black, NJ 08723  
Owner In Fee BLACK TWP BOE  
Address 101 Hendrickson Ave. Black NJ 08723

Tele. ( ) \_\_\_\_\_  
Contractor MARTELL ELECTRIC COMPANY  
Address 11 Owl Court  
Marlton NJ 08053  
Tele. ( 856 ) 586-5477 Fax ( 856 ) 797-0737  
Lic. No. 7800  
Federal Emp. No. 210720229

## B. FIRE PROTECTION CHARACTERISTICS

Use Group Present \_\_\_\_\_ Proposed \_\_\_\_\_  
Constr. Class Present \_\_\_\_\_ Proposed \_\_\_\_\_  
Heating Systems [ ] New [ ] Existing [ ] HVAC  
Type: [ ] Gas [ ] Oil [ ] Electric [ ] Solar  
[ ] Other \_\_\_\_\_  
Location: \_\_\_\_\_  
Fire Alarm System  
New [ ] Existing [ ]  
Location of Panel: \_\_\_\_\_  
Fire Suppression/Standpipe System  
New [ ] Existing [ ]  
Location of Main Control Valve: \_\_\_\_\_  
Total Cost of Fire Protection Work \$ 1,000.00

## JOB SUMMARY (Office Use Only)

| PLAN REVIEW                     |                  | INSPECTIONS |          | Dates (Month/Day) |          |
|---------------------------------|------------------|-------------|----------|-------------------|----------|
| [ ] No Plans Required           | Type:            | Failure     | Approval | Failure           | Approval |
| [ ] Building [ ] Plumbing       | Alarm System     |             |          |                   |          |
| [ ] Electric [ ] Elevator       | Suppression Sys. |             |          |                   |          |
| [ ] Fire Plans Approved         | Standpipe        |             |          |                   |          |
| Date: <u>4/24/07</u>            | Fire Pump        |             |          |                   |          |
| Approved by: <u>[Signature]</u> | Pre-Eng. System  |             |          |                   |          |
| SUBCODE APPROVAL                | Mechanical       |             |          |                   |          |
| [ ] CO [ ] CCO                  | Smoke Control    |             |          |                   |          |
| Date: <u>6-5-08</u>             | TCG              |             |          |                   |          |
| Approved by: <u>[Signature]</u> | Final            |             |          |                   |          |
|                                 | Other            |             |          |                   |          |

## C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent/prof) owner of record and am authorized to make this application.

Signature \_\_\_\_\_



Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_  
Control # \_\_\_\_\_  
Permit # \_\_\_\_\_

## D. TECHNICAL SITE DATA

### DESCRIPTION OF WORK:

4 Smoke detectors and 2 Relays to monitor chairlifts.

Water Supply Source \_\_\_\_\_

Method of Alarm/Suppression System Supervision \_\_\_\_\_

### Storage Tanks

Type: [ ] Flammable Liquid [ ] Combustible Liquid  
[ ] LPG [ ] LNG Capacity \_\_\_\_\_ Fuel \_\_\_\_\_

Alarm Systems [ ] 110v Interconnected \_\_\_\_\_  
[ ] System \_\_\_\_\_

Alarm Devices (i.e., smoke, heat, pulls, water/flow) \_\_\_\_\_

Supervisory Devices (i.e., tampers, low/high air) \_\_\_\_\_

Signaling Devices (i.e., horn/strobes, bells) \_\_\_\_\_

Other Devices Relays \_\_\_\_\_

TOTAL \_\_\_\_\_

### Suppression Systems

Fire Pump \_\_\_\_\_ GPM Type \_\_\_\_\_

Dry Pipe/Alarm Valves \_\_\_\_\_

Pre-action Valves \_\_\_\_\_

Sprinkler Heads (Dry and Wet) \_\_\_\_\_

Standpipes \_\_\_\_\_

### Pre-engineered Systems

Wet Chemical \_\_\_\_\_

Dry Chemical \_\_\_\_\_

CO<sub>2</sub> Suppression \_\_\_\_\_

Foam Suppression \_\_\_\_\_

Halon Suppression \_\_\_\_\_

Other \_\_\_\_\_

Kitchen Hood Exhaust System \_\_\_\_\_

Smoke Control System \_\_\_\_\_

Gas [ ] or Oil [ ] Fired Appliances \_\_\_\_\_

Other \_\_\_\_\_

### FEE (Office Use Only)

Administrative Surcharge \$ \_\_\_\_\_  
Minimum Fee \$ \_\_\_\_\_  
DCA Training Fee \$ \_\_\_\_\_  
TOTAL FEE \$ \_\_\_\_\_

U.C.C. F140  
(rev. 3/06)

6/3/08 Not ready

104 - Left hand → to lift wall

48 left side ~~stairwell~~ width

73 from left rail to deployed lift



# BUILDING SUBCODE TECHNICAL SECTION



A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO. 1-800-272-1000.

Block 701.39 Lot 12 Qualification Code \_\_\_\_\_

Work Site Location BRICK TWP HIGH SCHOOL

346 Chambersbridge Rd. Brick, NJ 08723

Owner in Fee: BRICK TWP BOARD OF EDUCATION

Tel. ( ) \_\_\_\_\_ e-mail \_\_\_\_\_

Address 101 Hendrickson Ave. Brick NJ 08724

Contractor: MARTIN CONSTRUCTION CO. INC. Tel. ( 952 ) 295-1720 zip code \_\_\_\_\_

Address 15 S. Miller Ave. Browns Grove, NJ 08069 e-mail brwnm@marketcc.com

Contractor License No. or Builder Registration No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Home Improvement Contractor Registration No. or Exemption Reason (if applicable): \_\_\_\_\_

Federal Emp. ID No. 210720229 FAX: ( 856 ) 299-4897

## JOB SUMMARY (Office Use Only)

| PLAN REVIEW                                                     |                | INSPECTIONS |         | Dates (Month/Day) |         |
|-----------------------------------------------------------------|----------------|-------------|---------|-------------------|---------|
|                                                                 | Date           | Initial     | Failure | Approval          | Initial |
| <input checked="" type="checkbox"/> No Plans Required           | <u>4-30-09</u> | <u>JK</u>   |         |                   |         |
| <input type="checkbox"/> All                                    |                |             |         |                   |         |
| <input type="checkbox"/> Footings/Foundations                   |                |             |         |                   |         |
| <input type="checkbox"/> Structural/Framework                   |                |             |         |                   |         |
| <input type="checkbox"/> Exterior                               |                |             |         |                   |         |
| <input type="checkbox"/> Interior                               |                |             |         |                   |         |
| <input type="checkbox"/> Truss Sys./Bracing                     |                |             |         |                   |         |
| <input type="checkbox"/> Barrier-Free                           |                |             |         |                   |         |
| <input type="checkbox"/> Elec. [ ] Plumb. [ ] Fire [ ] Elevator |                |             |         |                   |         |
| <input type="checkbox"/> Insulation                             |                |             |         |                   |         |
| <input type="checkbox"/> Finishes -Base Layer                   |                |             |         |                   |         |
| <input type="checkbox"/> Finishes -Final                        |                |             |         |                   |         |
| <input type="checkbox"/> Energy                                 |                |             |         |                   |         |
| <input type="checkbox"/> Mechanical                             |                |             |         |                   |         |
| <input type="checkbox"/> TCO                                    |                |             |         |                   |         |
| <input type="checkbox"/> Other                                  |                |             |         |                   |         |
| <input type="checkbox"/> Final                                  |                |             |         |                   |         |
| <input type="checkbox"/> Barrier-Free                           |                |             |         |                   |         |

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: [Signature] Date: 6-4-09

SUBCODE APPROVAL for PERMIT

## B. BUILDING CHARACTERISTICS

Use Group Present E Proposed E Constr. Class Present \_\_\_\_\_ Proposed \_\_\_\_\_

No. of Stories \_\_\_\_\_ If Industrialized Building: \_\_\_\_\_

Height of Structure \_\_\_\_\_ ft. State Approved \_\_\_\_\_ HUD \_\_\_\_\_

Area — Largest Floor \_\_\_\_\_ sq. ft. Est. Cost of Bldg. Work: \_\_\_\_\_

New Bldg. Area/All Floors \_\_\_\_\_ sq. ft. 1. New Bldg. \$ \_\_\_\_\_

Volume of New Structure \_\_\_\_\_ cu. ft. 2. Rehabilitation \$ 58,000.00

Max. Live Load \_\_\_\_\_ 3. Total (1+2) \$ 58,000.00

Max. Occupancy Load \_\_\_\_\_ U.C.C. F110 (rev. 12/07)

Date Received  
Control #

Date Issued  
Permit #

## C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

Signature \_\_\_\_\_

## D. TECHNICAL SITE DATA

DESCRIPTION OF WORK

ADA Upgrade  
2 Chair Lifts

TYPE OF WORK:

- ☐ New Building
- ☐ Addition
- ☒ Rehabilitation
- ☐ Roofing
- ☐ Siding
- ☐ Fence \_\_\_\_\_ Height (exceeds 6') \_\_\_\_\_ Sq. Ft. \_\_\_\_\_
- ☐ Sign \_\_\_\_\_ Sq. Ft. \_\_\_\_\_
- ☐ Pool
- ☐ Retaining Wall \_\_\_\_\_ Sq. Ft. \_\_\_\_\_
- ☐ Asbestos Abatement Subchapter 8
- ☐ Lead Haz. Abatement NJAC 5:17
- ☐ Radon Remediation
- ☐ Other \_\_\_\_\_
- ☐ Demolition

FEE (Office Use Only)

\$ \_\_\_\_\_

Administrative Surcharge \$ \_\_\_\_\_

Minimum Fee \$ \_\_\_\_\_

State Permit Surcharge Fee \$ \_\_\_\_\_

TOTAL FEE \$ \_\_\_\_\_

1 White = Inspector Copy  
3 Pink = Office Copy

2 Canary = Office Copy  
4 Gold = Applicant Copy



# **ELECTRICAL SUBCODE TECHNICAL SECTION**



A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 701-39 Lot 12 Qualification Code \_\_\_\_\_  
 Work Site Location BRICK TWP HIGH SCHOOL  
346 Chamberbridge Rd. Brick, NJ 08723  
 Owner in Fee: BRICK TWP BOE

Tel. ( ) \_\_\_\_\_ e-mail \_\_\_\_\_  
 Address 101 Hendrickson Ave. Brick NJ 08724 zip code  
 Contractor: Martinez Electric Tel. ( ) \_\_\_\_\_  
 Address 11 Owl Court e-mail ghunt5000@comcast.net  
Marlton NJ 08053  
 Contractor License No. 7800 Exp. Date \_\_\_\_\_

Home Improvement Contractor Registration No. or Exemption Reason (if applicable): \_\_\_\_\_  
 Federal Emp. ID No. 210720229 FAX: (856) 797-0737

B. ELECTRICAL CHARACTERISTICS  
 Use Group Present \_\_\_\_\_ Proposed \_\_\_\_\_  
☐ Pole/Pad # \_\_\_\_\_ ☐ Temporary ☐ Other \_\_\_\_\_  
 Building Occupied as \_\_\_\_\_ Utility Co. \_\_\_\_\_  
 Est. Cost of Elec. Work \$ 5,000.00

| JOB SUMMARY (Office Use Only)                                                                                                |                               | INSPECTIONS |          | Dates (Month/Day) |  |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------|----------|-------------------|--|
| PLAN REVIEW                                                                                                                  | Type:                         | Failure     | Approval | Initial           |  |
| <input checked="" type="checkbox"/> Plans Required <u>4-23-98</u>                                                            | Rough                         |             |          |                   |  |
| <input type="checkbox"/> Partial - Underslab Utilities Approved                                                              | Barrier-Free                  |             |          |                   |  |
| Date: _____ Approved by: _____                                                                                               | Trench                        |             |          |                   |  |
| <input type="checkbox"/> Electric Plans Approved                                                                             | Temp. Serv.                   |             |          |                   |  |
| Date: _____ Approved by: _____                                                                                               | Constr. Serv.                 |             |          |                   |  |
| Joint Plan Review Required:                                                                                                  | TCO                           |             |          |                   |  |
| <input type="checkbox"/> Bldg. <input type="checkbox"/> Plumb. <input type="checkbox"/> Fire. <input type="checkbox"/> Elev. | Other                         |             |          |                   |  |
| SUBCODE APPROVAL for PERMIT                                                                                                  | Service                       |             |          |                   |  |
| Date: _____                                                                                                                  | Final                         |             |          |                   |  |
| Approved by: _____                                                                                                           | Barrier-Free                  |             |          |                   |  |
| SUBCODE APPROVAL for CERTIFICATE                                                                                             | Temp. Cut-in-Card Date Issued |             |          |                   |  |
| <input type="checkbox"/> CO <input type="checkbox"/> CCO <input type="checkbox"/> CA                                         | Final Cut-in-Card Date Issued |             |          |                   |  |
| Date: <u>6-9-98</u>                                                                                                          | Annual Pool Inspection        |             |          |                   |  |
| Approved by: <u>[Signature]</u>                                                                                              | Date of Grounding and Bonding |             |          |                   |  |
|                                                                                                                              | Certification                 |             |          |                   |  |

C. CERTIFICATION IN LIEU OF OATH  
 I hereby certify that I am the (agent of) owner of and authorized to make this application and perform the work listed on this application.  
 Applicant's Signature/Contractor's Seal and Signature \_\_\_\_\_  
☒ Licensed Elec. Contractor ☐ Certified Landscape Irrigation Contr'r ☐ Exempt Applicant

## D. TECHNICAL SITE DATA

DESCRIPTION OF WORK

Associated wiring for 2 chair lifts.

| QTY.     | SIZE       | ITEMS                          | FEE (Office Use Only)         |
|----------|------------|--------------------------------|-------------------------------|
|          |            | Lighting Fixtures              |                               |
|          |            | Receptacles                    |                               |
|          |            | Switches                       |                               |
|          |            | Detectors                      |                               |
|          |            | Light Poles                    |                               |
| <u>2</u> |            | Motors—Fract. HP               |                               |
|          |            | Emergency & Exit Lights        |                               |
|          |            | Communications Points          |                               |
|          |            | Alarm Devices/F.A.C. Panel     |                               |
| <u>2</u> |            | TOTAL NUMBERS                  | \$                            |
|          |            | Pool Permit/with UW Lights     |                               |
|          |            | Storable Pool/Spa/Hot Tub      |                               |
|          |            | KW Elec. Range/Receptacle      |                               |
|          |            | KW Oven/Surface Unit           |                               |
|          |            | KW Elec. Water Heater          |                               |
|          |            | KW Elec. Dryer/Receptacle      |                               |
|          |            | KW Dishwasher                  |                               |
|          |            | HP Garbage Disposal            |                               |
|          |            | KW Central A/C Unit            |                               |
|          |            | HP/KW Space Heater/Air Handler |                               |
|          |            | KW Baseboard Heat              |                               |
|          |            | HP Motors 1/4 HP               |                               |
|          |            | KW Transformer/Generator       |                               |
|          |            | AMP Service                    |                               |
|          |            | AMP Subpanels                  |                               |
|          |            | AMP Motor Control Center       |                               |
|          |            | KW Elec. Sign/Outline Light    |                               |
| <u>2</u> | <u>30A</u> | <u>Chair lifts</u>             |                               |
|          |            |                                | Administrative Surcharge \$   |
|          |            |                                | Minimum Fee \$                |
|          |            |                                | State Permit Surcharge Fee \$ |
|          |            |                                | TOTAL FEE \$                  |



# FIRE SUBCODE TECHNICAL SECTION

**A. IDENTIFICATION—APPLICANT:** COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 701, 39 Lot 12  
Work Site Location Beick Twp High School  
346 Chambersbridge Rd. Beick, NJ 08723  
Owner in Fee Beick Twp & B.O.E  
Address 101 Henderson Ave. Beick NJ 08723

Tel. ( ) \_\_\_\_\_  
Contractor MANTELL ELECTRIC COMPANY  
Address 11 Owl Court  
Marlton NJ 08053  
Tele. ( 856 ) 586-5477 Fax ( 856 ) 797-0737  
Lic. No. 7800  
Federal Emp. No. 210720229

## B. FIRE PROTECTION CHARACTERISTICS

Use Group Present \_\_\_\_\_ Proposed \_\_\_\_\_  
Constr. Class Present \_\_\_\_\_ Proposed \_\_\_\_\_  
Heating Systems [ ] New [ ] Existing [ ] HVAC  
Type: [ ] Gas [ ] Oil [ ] Electric [ ] Solar  
[ ] Other \_\_\_\_\_  
Location: \_\_\_\_\_  
Fire Alarm System New [ ] Existing [ ]  
Location of Panel: \_\_\_\_\_  
Fire Suppression/Standpipe System New [ ] Existing [ ]  
Location of Main Control Valve: \_\_\_\_\_

Total Cost of Fire Protection Work \$ 1,000.00

## JOB SUMMARY (Office Use Only)

| PLAN REVIEW               |                  | INSPECTIONS |          | Dates (Month/Day) |  |
|---------------------------|------------------|-------------|----------|-------------------|--|
| [ ] No Plans Required     | Type:            | Failure     | Approval | Initial           |  |
| [ ] Building [ ] Plumbing | Alarm System     |             |          |                   |  |
| [ ] Electric [ ] Elevator | Suppression Sys. |             |          |                   |  |
| [ ] Fire Plans Approved   | Standpipe        |             |          |                   |  |
| Date: <u>4/24/07</u>      | Fire Pump        |             |          |                   |  |
| Approved by: _____        | Pre-Eng. System  |             |          |                   |  |
| SUBCODE APPROVAL          | Mechanical       |             |          |                   |  |
| [ ] CO [ ] CCO [ ] CA     | Smoke Control    |             |          |                   |  |
| Date: _____               | TCO              |             |          |                   |  |
| Approved by: _____        | Final            |             |          |                   |  |
|                           | Other            |             |          |                   |  |

## C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent/for) owner of record and am authorized to make this application.

Signature \_\_\_\_\_



Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_  
Control # \_\_\_\_\_  
Permit # \_\_\_\_\_

## D. TECHNICAL SITE DATA

### DESCRIPTION OF WORK:

4 Smoke detectors and 2 Relays to monitor characteristics.

Water Supply Source \_\_\_\_\_

Method of Alarm/Suppression System Supervision \_\_\_\_\_

### Storage Tanks

Type: [ ] Flammable Liquid [ ] Combustible Liquid  
[ ] LPG [ ] LNG Capacity \_\_\_\_\_ Fuel \_\_\_\_\_

Alarm Systems [ ] 110v Interconnected \_\_\_\_\_ NUMBER  
[ ] System \_\_\_\_\_

Alarm Devices (i.e., smoke, heat, pulls, water/flow) \_\_\_\_\_ 4

Supervisory Devices (i.e., tamper, low/high air)

Signaling Devices (i.e., horn/strobes, bells)

Other Devices Relays \_\_\_\_\_ 2

TOTAL \_\_\_\_\_ 6

### Suppression Systems

Fire Pump \_\_\_\_\_ GPM Type \_\_\_\_\_

Dry Pipe/Alarm Valves \_\_\_\_\_

Pre-action Valves \_\_\_\_\_

Sprinkler Heads (Dry and Wet) \_\_\_\_\_

Standpipes \_\_\_\_\_

### Pre-engineered Systems

Wet Chemical \_\_\_\_\_

Dry Chemical \_\_\_\_\_

CO<sub>2</sub> Suppression \_\_\_\_\_

Foam Suppression \_\_\_\_\_

Halon Suppression \_\_\_\_\_

Other \_\_\_\_\_

Kitchen Hood Exhaust System \_\_\_\_\_

Smoke Control System \_\_\_\_\_

Gas [ ] or Oil [ ] Fired Appliances \_\_\_\_\_

Other \_\_\_\_\_

### FEE (Office Use Only)

Administrative Surcharge \$ \_\_\_\_\_  
Minimum Fee \$ \_\_\_\_\_  
DCA Training Fee \$ \_\_\_\_\_  
TOTAL FEE \$ \_\_\_\_\_

U.C.C. F140  
(rev. 3/98)



# FIRE SUBCODE TECHNICAL SECTION

**A. IDENTIFICATION—APPLICANT:** COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 701.39 Lot 12  
Work Site Location BLACK TWP HIGH SCHOOL  
346 Chambersbridge Rd. Black, NJ 08923  
Owner in Fee Black Twp B.O.E  
Address 101 Henderson Ave. Black NJ 08923

Tel. ( ) \_\_\_\_\_  
Contractor MARTEL ELECTRIC COMPANY  
Address 11 Owl Court  
Marlton NJ 08053  
Tel. ( 856 ) 586-5477 Fax ( 856 ) 792-0737  
Lic. No. 7800  
Federal Emp. No. 210720225

## B. FIRE PROTECTION CHARACTERISTICS

Use Group Present \_\_\_\_\_ Proposed \_\_\_\_\_  
Constr. Class Present \_\_\_\_\_ Proposed \_\_\_\_\_  
Heating Systems [ ] New [ ] Existing [ ] HVAC  
Type: [ ] Gas [ ] Oil [ ] Electric [ ] Solar  
[ ] Other \_\_\_\_\_  
Location: \_\_\_\_\_  
Fire Alarm System  
New [ ] Existing [ ]  
Location of Panel: \_\_\_\_\_  
Fire Suppression/Standpipe System  
New [ ] Existing [ ]  
Location of Main Control Valve: \_\_\_\_\_  
Total Cost of Fire Protection Work \$ 1,000.00

## JOB SUMMARY (Office Use Only)

| PLAN REVIEW               |                  | INSPECTIONS |          | Dates (Month/Day) |         |
|---------------------------|------------------|-------------|----------|-------------------|---------|
| [ ] No Plans Required     | Type:            | Failure     | Approval | Failure           | Initial |
| [ ] Building [ ] Plumbing | Alarm System     |             |          |                   |         |
| [ ] Electric [ ] Elevator | Suppression Sys. |             |          |                   |         |
| [ ] Fire Plans Approved   | Standpipe        |             |          |                   |         |
| Date: <u>6/18/07</u>      | Fire Pump        |             |          |                   |         |
| Approved by: _____        | Pre-Eng. System  |             |          |                   |         |
| SUBCODE APPROVAL          | Mechanical       |             |          |                   |         |
| [ ] CO [ ] CCO [ ] CA     | Smoke Control    |             |          |                   |         |
| Date: _____               | TCO              |             |          |                   |         |
| Approved by: _____        | Final            |             |          |                   |         |
|                           | Other            |             |          |                   |         |

## C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

Signature \_\_\_\_\_



Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_  
Control # \_\_\_\_\_  
Permit # \_\_\_\_\_

## D. TECHNICAL SITE DATA

### DESCRIPTION OF WORK:

4 Smoke detectors and 2 Relays to monitor chime.

Water Supply Source \_\_\_\_\_

Method of Alarm/Suppression System Supervision \_\_\_\_\_

### Storage Tanks

Type: [ ] Flammable Liquid [ ] Combustible Liquid  
[ ] LPG [ ] LNG Capacity \_\_\_\_\_ Fuel \_\_\_\_\_

Alarm Systems [ ] 110v Interconnected NUMBER  
[ ] System

Alarm Devices (i.e., smoke, heat, pulls, water/flow) 4

Supervisory Devices (i.e., tampers, low/high air)

Signaling Devices (i.e., horn/strobes, bells)

Other Devices Relays

TOTAL 6

### Suppression Systems

Fire Pump \_\_\_\_\_ GPM Type \_\_\_\_\_

Dry Pipe/Alarm Valves \_\_\_\_\_

Pre-action Valves \_\_\_\_\_

Sprinkler Heads (Dry and Wet) \_\_\_\_\_

Standpipes \_\_\_\_\_

### Pre-engineered Systems

Wet Chemical \_\_\_\_\_

Dry Chemical \_\_\_\_\_

CO<sub>2</sub> Suppression \_\_\_\_\_

Foam Suppression \_\_\_\_\_

Halon Suppression \_\_\_\_\_

Other \_\_\_\_\_

Kitchen Hood Exhaust System \_\_\_\_\_

Smoke Control System \_\_\_\_\_

Gas [ ] or Oil [ ] Fired Appliances \_\_\_\_\_

Other \_\_\_\_\_

### FEE (Office Use Only)

Administrative Surcharge \$ \_\_\_\_\_  
Minimum Fee \$ \_\_\_\_\_  
DCA Training Fee \$ \_\_\_\_\_  
TOTAL FEE \$ \_\_\_\_\_



# **BUILDING SUBCODE TECHNICAL SECTION**



A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 701, 39 Lot 12 Qualification Code \_\_\_\_\_  
 Work Site Location BRICK TWP HIGH SCHOOL  
346 Chambersbridge Rd. BRICK, NJ 08723  
 Owner in Fee: BRICK TWP BOARD OF EDUCATION

Tel. ( ) \_\_\_\_\_ e-mail \_\_\_\_\_  
 Address 101 Herdickson Ave. Brick NJ 08724  
 Contractor: MARTEL CONST. CO. INC. Tel. ( ) 856 299-1720  
 Address 15 S. Miller Ave. Lawrenceville, Ga 30046 e-mail lawrenceville@martel.com  
 Contractor License No. or Builder Registration No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Home Improvement Contractor Registration No. or Exemption Reason (if applicable) \_\_\_\_\_  
 Federal Emp. ID No. 210720229 FAX: ( ) 856 299-4897

| JOB SUMMARY (Office Use Only)                 |               | INSPECTIONS                                    |         | Dates (Month/Day) |         |
|-----------------------------------------------|---------------|------------------------------------------------|---------|-------------------|---------|
| PLAN REVIEW                                   | Date: Initial | Type                                           | Failure | Approval          | Initial |
| <input type="checkbox"/> No Plans Required    |               | <input checked="" type="checkbox"/> All        |         |                   |         |
| <input type="checkbox"/> Footings/Foundations |               | <input type="checkbox"/> Footing               |         |                   |         |
| <input type="checkbox"/> Structural/Framework |               | <input type="checkbox"/> Footing Bonding       |         |                   |         |
| <input type="checkbox"/> Exterior             |               | <input type="checkbox"/> Foundation            |         |                   |         |
| <input type="checkbox"/> Interior             |               | <input type="checkbox"/> Slab                  |         |                   |         |
|                                               |               | <input type="checkbox"/> Frame                 |         |                   |         |
|                                               |               | <input type="checkbox"/> Truss Sys./Bracing    |         |                   |         |
|                                               |               | <input type="checkbox"/> Barrier-Free          |         |                   |         |
|                                               |               | <input type="checkbox"/> Insulation            |         |                   |         |
|                                               |               | <input type="checkbox"/> Elevator              |         |                   |         |
|                                               |               | <input type="checkbox"/> Finishes - Base Layer |         |                   |         |
|                                               |               | <input type="checkbox"/> Finishes - Final      |         |                   |         |
|                                               |               | <input type="checkbox"/> Energy                |         |                   |         |
|                                               |               | <input type="checkbox"/> Mechanical            |         |                   |         |
|                                               |               | <input type="checkbox"/> TCO                   |         |                   |         |
|                                               |               | <input type="checkbox"/> Other                 |         |                   |         |
|                                               |               | <input type="checkbox"/> Final                 |         |                   |         |
|                                               |               | <input type="checkbox"/> Barrier-Free          |         |                   |         |

Joint Plan Review Required: \_\_\_\_\_  
☐ Elec. ☐ Plumb. ☐ Fire ☐ Elevator

SUBCODE APPROVAL for PERMIT  
 Date: \_\_\_\_\_  
 Approved by: \_\_\_\_\_  
 SUBCODE APPROVAL for CERTIFICATE  
☐ CO ☐ CCO ☐ CA  
 Date: \_\_\_\_\_  
 Approved by: \_\_\_\_\_

B. BUILDING CHARACTERISTICS

Use Group Present E Proposed E  
 No. of Stories 1  
 Height of Structure \_\_\_\_\_ ft.  
 Area — Largest Floor \_\_\_\_\_ sq. ft.  
 New Bldg. Area/All Floors \_\_\_\_\_ sq. ft.  
 Volume of New Structure \_\_\_\_\_ cu. ft.  
 Max. Live Load \_\_\_\_\_  
 Max. Occupancy Load \_\_\_\_\_

Constr. Class Present \_\_\_\_\_ Proposed \_\_\_\_\_  
 If Industrialized Building: State Approved \_\_\_\_\_ HUD \_\_\_\_\_  
 Est. Cost of Bldg. Work:  
 1. New Bldg. \$ 58,000.00  
 2. Rehabilitation \$ 58,000.00  
 3. Total (1 + 2) \$ 58,000.00

U.C.C. F110 (rev. 12/07)

Date Received \_\_\_\_\_  
 Control # \_\_\_\_\_  
 Date Issued \_\_\_\_\_  
 Permit # \_\_\_\_\_

C. CERTIFICATION IN LIEU OF OATH  
 I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

Signature \_\_\_\_\_

## D. TECHNICAL SITE DATA

DESCRIPTION OF WORK

ADA Upgrade  
 2 Chair Lifts

FEE (Office Use Only)

TYPE OF WORK:  
☐ New Building  
☐ Addition  
☒ Rehabilitation  
☐ Roofing  
☐ Siding  
☐ Fence  
☐ Signage  
☐ Pool  
☐ Retaining Wall  
☐ Asbestos Abatement Subchapter 8  
☐ Lead Haz. Abatement NJAC 5:17  
☐ Radon Remediation  
☐ Other  
☐ Demolition

Sq. Ft. \_\_\_\_\_ Sq. Ft. \_\_\_\_\_  
 Height (exceeds 6') \_\_\_\_\_  
 Sq. Ft. \_\_\_\_\_

Administrative Surcharge \$ \_\_\_\_\_  
 Minimum Fee \$ \_\_\_\_\_  
 State Permit Surcharge Fee \$ \_\_\_\_\_  
 TOTAL FEE \$ \_\_\_\_\_

1 White = Inspector Copy  
 3 Pink = Office Copy  
 2 Canary = Office Copy  
 4 Gold = Applicant Copy



# **BUILDING SUBCODE TECHNICAL SECTION**



**A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.**

Block 701.34 Lot 12 Qualification Code \_\_\_\_\_  
 Work Site Location BRICK TWP HIGH SCHOOL  
346 Chambersbridge Rd. Brick, NJ 08723  
 Owner in Fee: BRICK TWP BOARD OF EDUCATION

Tel. ( ) \_\_\_\_\_ e-mail \_\_\_\_\_  
 Address 101 Hendrickson Ave. Brick NJ 08724  
 Contractor Martell Const. Co. Inc. Municipality \_\_\_\_\_ Zip code \_\_\_\_\_  
 Address 15 S. Miller Ave. Browns Markle Heights, OH Tel. (856) 299-1720  
Peter Grove, NJ 08069 e-mail \_\_\_\_\_

Contractor License No. or Builder Registration No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Home Improvement Contractor Registration No. or Exemption Reason (if applicable): \_\_\_\_\_  
 Federal Emp. ID No. 210720229 FAX: (856) 299-4847

| JOB SUMMARY (Office Use Only)                 |         | INSPECTIONS |                      | Dates (Month/Day) |          |
|-----------------------------------------------|---------|-------------|----------------------|-------------------|----------|
| PLAN REVIEW                                   | Date    | Initial     | Type                 | Failure           | Approval |
| <input type="checkbox"/> No Plans Required    |         |             |                      |                   |          |
| <input checked="" type="checkbox"/> All       | 9-30-09 | T4          | Footings             |                   |          |
| <input type="checkbox"/> Footings/Foundations |         |             | Footings Bonding     |                   |          |
| <input type="checkbox"/> Structural/Framework |         |             | Foundation           |                   |          |
| <input type="checkbox"/> Exterior             |         |             | Slab                 |                   |          |
| <input type="checkbox"/> Interior             |         |             | Frame                |                   |          |
| <input type="checkbox"/> Truss Sys./Bracing   |         |             | Truss Sys./Bracing   |                   |          |
| <input type="checkbox"/> Barrier-Free         |         |             | Barrier-Free         |                   |          |
| <input type="checkbox"/> Elevator             |         |             | Insulation           |                   |          |
| <input type="checkbox"/> Fire                 |         |             | Finishes -Base Layer |                   |          |
| <input type="checkbox"/> Finishes -Final      |         |             | Finishes -Final      |                   |          |
| <input type="checkbox"/> Energy               |         |             | Energy               |                   |          |
| <input type="checkbox"/> Mechanical           |         |             | Mechanical           |                   |          |
| <input type="checkbox"/> TCO                  |         |             | TCO                  |                   |          |
| <input type="checkbox"/> Other                |         |             | Other                |                   |          |
| <input type="checkbox"/> Final                |         |             | Final                |                   |          |
| <input type="checkbox"/> Barrier-Free         |         |             | Barrier-Free         |                   |          |

**B. BUILDING CHARACTERISTICS**

Use Group Present E Proposed \_\_\_\_\_

No. of Stories \_\_\_\_\_

Height of Structure \_\_\_\_\_ ft.

Area — Largest Floor \_\_\_\_\_ sq. ft.

New Bldg. Area/All Floors \_\_\_\_\_ sq. ft.

Volume of New Structure \_\_\_\_\_ cu. ft.

Max. Live Load \_\_\_\_\_

Max. Occupancy Load \_\_\_\_\_

Constr. Class Present \_\_\_\_\_ Proposed \_\_\_\_\_

If Industrialized Building: State Approved \_\_\_\_\_ HUD \_\_\_\_\_

Est. Cost of Bldg. Work: \$ \_\_\_\_\_

1. New Bldg. \$ 58,000.00

2. Rehabilitation \$ 58,000.00

3. Total (1+2) \$ 58,000.00

U.C.C. F110 (rev. 12/07)

## **C. CERTIFICATION IN LIEU OF OATH**

I hereby certify that I am the (agent-of) owner of record and am authorized to make this application.

Signature \_\_\_\_\_

## **D. TECHNICAL SITE DATA**

DESCRIPTION OF WORK

ADA Upgrade  
2 Chair Lifts

FEE (Office Use Only)

TYPE OF WORK:  
☐ New Building  
☐ Addition  
☒ Rehabilitation  
☐ Roofing  
☐ Siding  
☐ Fence  
☐ Sign  
☐ Pool  
☐ Retaining Wall  
☐ Asbestos Abatement Subchapter 8  
☐ Lead Hazard Abatement NJAC 5:17  
☐ Radon Remediation  
☐ Other  
☐ Demolition

Sq. Ft. \_\_\_\_\_ Sq. Ft. \_\_\_\_\_

Administrative Surcharge \$ \_\_\_\_\_  
 Minimum Fee \$ \_\_\_\_\_  
 State Permit Surcharge Fee \$ \_\_\_\_\_  
 TOTAL FEE \$ \_\_\_\_\_

1 White = Inspector Copy  
 2 Canary = Office Copy  
 3 Pink = Office Copy  
 4 Gold = Applicant Copy

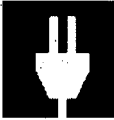
Date Received  
Control #

Date Issued  
Permit #

17-0701  
15-11-09



# ELECTRICAL SUBCODE TECHNICAL SECTION



A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE; CALL UTILITY DIG NO. 1-800-272-1000.

Block 701-39 Lot 12 Qualification Code \_\_\_\_\_  
Work Site Location BRICK TWP HIGH SCHOOL  
346 Chamberbridge Rd. Brick, NJ 08723  
Owner in Fee: BRICK TWP BOE

Tel. ( ) \_\_\_\_\_ e-mail \_\_\_\_\_  
Address 101 Hendrickson Ave. Brick NJ 08724 zip code  
Contractor: MARTIN Electric Tel. ( ) \_\_\_\_\_  
Address 11 Owl Court e-mail ghunt5000@comcast.net  
Mantoloking NJ 08053  
Contractor License No. 17800 Exp. Date \_\_\_\_\_  
Home Improvement Contractor Registration No. or Exemption Reason (if applicable) \_\_\_\_\_  
Federal Emp. ID No. 210720229 FAX: (856) 797-0737

B. ELECTRICAL CHARACTERISTICS  
Use Group \_\_\_\_\_ Present \_\_\_\_\_ Proposed \_\_\_\_\_  
[ ] Pole/Pad # \_\_\_\_\_ [ ] Temporary [ ] Other \_\_\_\_\_  
Building Occupied as \_\_\_\_\_ Utility Co. \_\_\_\_\_  
Est. Cost of Elec. Work \$ 5,000.00

| JOB SUMMARY (Office Use Only)                                        |                                              | INSPECTIONS |          | Dates (Month/Day) |  |
|----------------------------------------------------------------------|----------------------------------------------|-------------|----------|-------------------|--|
| PLAN REVIEW                                                          | Type:                                        | Failure     | Approval | Initial           |  |
| <input checked="" type="checkbox"/> No Plans Required <u>4-23-98</u> | Rough                                        |             |          |                   |  |
| <input type="checkbox"/> Partial - Underslab Utilities Approved      | Barrier-Free                                 |             |          |                   |  |
| Date _____ Approved by: _____                                        | Trench                                       |             |          |                   |  |
| <input type="checkbox"/> Electric Plans Approved                     | Temp. Serv.                                  |             |          |                   |  |
| Date _____ Approved by: _____                                        | Constr. Serv.                                |             |          |                   |  |
| Joint Plan Review Required:                                          | TCO                                          |             |          |                   |  |
| <input type="checkbox"/> Bldg. [ ] Plumb. [ ] Fire. [ ] Elev.        | Other                                        |             |          |                   |  |
| SUBCODE APPROVAL for PERMIT                                          | Service                                      |             |          |                   |  |
| Date: _____                                                          | Final                                        |             |          |                   |  |
| Approved by: _____                                                   | Barrier-Free                                 |             |          |                   |  |
| SUBCODE APPROVAL for CERTIFICATE                                     | Temp. Cut-in-Card Date Issued <u>4/23/98</u> |             |          |                   |  |
| <input type="checkbox"/> CO [ ] CCO [ ] CA                           | Final Cut-in-Card Date Issued _____          |             |          |                   |  |
| Date: _____                                                          | Annual Pool Inspection _____                 |             |          |                   |  |
| Approved by: _____                                                   | Date of Grounding and Bonding _____          |             |          |                   |  |
|                                                                      | Certification _____                          |             |          |                   |  |

C. CERTIFICATION IN LIEU OF OATH  
I hereby certify that I am the (agent of) owner of record and am authorized to make this application and perform the work listed on this application.

☒ Licensed Elec. Contractor [ ] Certifd Landscape Irrigation Contr. [ ] Exempt Applicant  
Applicant's Signature/Contractor's Seal and Signature \_\_\_\_\_  
Date \_\_\_\_\_

## D. TECHNICAL SITE DATA

DESCRIPTION OF WORK

Associated wiring for 2 chair lifts.

FEE (Office Use Only)

| QTY. | SIZE | ITEMS                          |  |
|------|------|--------------------------------|--|
|      |      | Lighting Fixtures              |  |
|      |      | Receptacles                    |  |
|      |      | Switches                       |  |
|      |      | Detectors                      |  |
|      |      | Light Poles                    |  |
|      |      | Motors—Fract. HP               |  |
|      |      | Emergency & Exit Lights        |  |
|      |      | Communications Points          |  |
|      |      | Alarm Devices/F.A.C. Panel     |  |
|      |      | TOTAL NUMBERS                  |  |
|      |      | Pool Permit/with UW Lights     |  |
|      |      | Storable Pool/Spa/Hot Tub      |  |
|      |      | KW Elec. Range/Receptacle      |  |
|      |      | KW Oven/Surface Unit           |  |
|      |      | KW Elec. Water Heater          |  |
|      |      | KW Elec. Dryer/Receptacle      |  |
|      |      | KW Dishwasher                  |  |
|      |      | HP Garbage Disposal            |  |
|      |      | KW Central A/C Unit            |  |
|      |      | HP/KW Space Heater/Air Handler |  |
|      |      | KW Baseboard Heat              |  |
|      |      | HP Motors 1/4 HP               |  |
|      |      | KW Transformer/Generator       |  |
|      |      | AMP Service                    |  |
|      |      | AMP Subpanels                  |  |
|      |      | AMP Motor Control Center       |  |
|      |      | KW Elec. Sign/Outline Light    |  |
|      |      | Chair Lifts                    |  |

Administrative Surcharge \$  
Minimum Fee \$  
State Permit Surcharge Fee \$  
TOTAL FEE \$



# ELECTRICAL SUBCODE TECHNICAL SECTION



A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO. 1-800-272-1000.

Block 701-39 Lot 12 Qualification Code \_\_\_\_\_  
Work Site Location BRICK TWP HIGH SCHOOL  
346 Chamberbridge Rd. Brick, NJ 08723  
Owner in Fee: BRICK TWP BOE

Tel. ( ) \_\_\_\_\_ e-mail \_\_\_\_\_  
Address 101 Hendrickson Ave. Brick NJ 08724 zip code  
Contractor: MARTIN Electric Tel. ( ) \_\_\_\_\_  
Address 11 Owl Court e-mail ghunt5000@comcast.net  
Moulton NJ 08053  
Contractor License No. 17800 Exp. Date \_\_\_\_\_

Home Improvement Contractor Registration No. or Exemption Reason (if applicable):  
Federal Emp. ID No. 210720229 FAX: (856) 797-0737

## B. ELECTRICAL CHARACTERISTICS

Use Group \_\_\_\_\_ Present \_\_\_\_\_ Proposed \_\_\_\_\_  
[ ] Pole/Pad # \_\_\_\_\_ [ ] Temporary [ ] Other \_\_\_\_\_  
Building Occupied as \_\_\_\_\_ Utility Co. \_\_\_\_\_  
Est. Cost of Elec. Work \$ 5,000.00

## JOB SUMMARY (Office Use Only)

| PLAN REVIEW                                  |                    | INSPECTIONS  |              | Dates (Month/Day) |          |
|----------------------------------------------|--------------------|--------------|--------------|-------------------|----------|
|                                              |                    |              |              |                   |          |
| No Plans Required <u>4-23-98</u> Type: _____ |                    |              |              |                   |          |
| [ ] Partial - Underslab Utilities Approved   |                    |              |              |                   |          |
| Date: _____                                  | Approved by: _____ | Rough        | Barrier-Free | Failure           | Approval |
| [ ] Electric Plans Approved                  |                    |              |              |                   |          |
| Date: _____                                  | Approved by: _____ | Trench       | Temp. Serv.  |                   | Initial  |
| Joint Plan Review Required: _____            |                    |              |              |                   |          |
| [ ] Bldg. [ ] Plumb. [ ] Fire. [ ] Elev.     |                    |              |              |                   |          |
| [ ] Service                                  |                    |              |              |                   |          |
| [ ] Final                                    |                    |              |              |                   |          |
| SUBCODE APPROVAL for PERMIT                  |                    |              |              |                   |          |
| Date: _____                                  | Approved by: _____ | Barrier-Free |              |                   |          |
| Temp. Cut-in-Card Date Issued _____          |                    |              |              |                   |          |
| Final Cut-in-Card Date Issued _____          |                    |              |              |                   |          |
| Annual Pool Inspection: _____                |                    |              |              |                   |          |
| Date of Grounding and Bonding: _____         |                    |              |              |                   |          |
| Certification: _____                         |                    |              |              |                   |          |

## C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application and perform the work listed on this application.

[X] Licensed Elec. Contractor [ ] Certifd Landscape Irrigation Contr. [ ] Exempt Applicant

## D. TECHNICAL SITE DATA

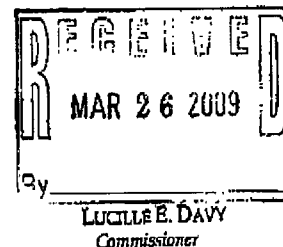
### DESCRIPTION OF WORK

Associated wiring for 2 Chair lifts.

| QTY                           | SIZE | ITEMS                          | FEE (Office Use Only) |
|-------------------------------|------|--------------------------------|-----------------------|
|                               |      | Lighting Fixtures              |                       |
|                               |      | Receptacles                    |                       |
|                               |      | Switches                       |                       |
|                               |      | Detectors                      |                       |
|                               |      | Light Poles                    |                       |
|                               |      | Motors—Fract. HP               |                       |
|                               |      | Emergency & Exit Lights        |                       |
|                               |      | Communications Points          |                       |
|                               |      | Alarm Devices/F.A.C. Panel     |                       |
|                               |      | TOTAL NUMBERS                  | \$                    |
|                               |      | Pool Permit/with UW Lights     |                       |
|                               |      | Storable Pool/Spa/Hot Tub      |                       |
|                               |      | KW Elec. Range/Receptacle      |                       |
|                               |      | KW Oven/Surface Unit           |                       |
|                               |      | KW Elec. Water Heater          |                       |
|                               |      | KW Elec. Dryer/Receptacle      |                       |
|                               |      | KW Dishwasher                  |                       |
|                               |      | HP Garbage Disposal            |                       |
|                               |      | KW Central A/C Unit            |                       |
|                               |      | HP/KW Space Heater/Air Handler |                       |
|                               |      | KW Baseboard Heat              |                       |
|                               |      | HP Motors 1/+ HP               |                       |
|                               |      | KW Transformer/Generator       |                       |
|                               |      | AMP Service                    |                       |
|                               |      | AMP Subpanels                  |                       |
|                               |      | AMP Motor Control Center       |                       |
|                               |      | KW Elec. Sign/Outline Light    |                       |
|                               |      | Chair lifts                    |                       |
| 2                             | 30A  |                                |                       |
| Administrative Surcharge \$   |      |                                |                       |
| Minimum Fee \$                |      |                                |                       |
| State Permit Surcharge Fee \$ |      |                                |                       |
| TOTAL FEE \$                  |      |                                |                       |



State of New Jersey

DEPARTMENT OF EDUCATION  
PO Box 500  
TRENTON, NJ 08625-0500JON S. CORZINE  
Governor

February 26, 2009

Mr. Walter Hrycenko, Superintendent  
Ocean County  
Bricktown School District  
101 Hendrickson  
Bricktown, NJ 08724ATTN:  
BERN

RE: **FINAL ELIGIBLE COSTS: (FEC) DETERMINATION OF A SCHOOL FACILITIES PROJECT FOR A REGULAR OPERATING DISTRICT, NOT INCLUDING A COUNTY VOCATIONAL SCHOOL DISTRICT, SEEKING A GRANT PURSUANT TO THE EDUCATIONAL FACILITIES CONSTRUCTION AND FINANCING ACT (EFCFA), P.L. 2000, c.72, AS AMENDED.**

**THIS PROJECT DOES NOT IMPACT EDUCATIONAL ADEQUACY AND IS NOT SUBJECT TO DOE FINAL EDUCATIONAL ADEQUACY REVIEW.**

State Project # 0530-020-09-1002  
Bricktown High School  
Bricktown School District  
Ocean County

Dear Mr. Hrycenko

Your District has submitted an application for a school facilities project pursuant to Section 5 of the Educational Facilities Construction and Financing Act, P.L. 2000, c.72 ("EFCFA" or the "Act") and the New Jersey Department of Education implementing regulations at N.J.A.C. 6A:26-1 et seq. ("Regulations"). The New Jersey Department of Education-Office of School Facilities ("Department") reviewed the project application, and based on its review, issued a letter dated January 15, 2009 giving approval of the school facilities project, determining preliminary eligible costs ("PEC"), and notifying the District of certain construction and funding options. The District notified the Department of its options. Based on these submissions and determinations, the Department hereby makes the following determination on final eligible costs ("FEC") pursuant to N.J.S.A. 18A:7G-5 and N.J.A.C. 6A:26-3.6.

Bricktown School District  
Project No:0530-020-09-1002  
February 26, 2009

FEC

**I. District elected options:** The District has notified the Department of its elected options in ATTACHMENT "A" or 30 days from the issuance of the PEC has elapsed, thus the following:

**a. State funding support:** Grant

**b. Determination of FEC:** The District did not appeal the determination of PEC. Therefore, the PEC becomes the FEC.

The District's aid percentage as defined in Section 3 of the Act, N.J.S.A. 18A:7G-3 is 10.7791, and State share will be equal to 100% of that percentage, except that it will not be less than 40% of final eligible costs. Pursuant to N.J.S.A. 18A:7G-5, the following are FEC for the school facilities project and the State and local share:

|                                           |                 |
|-------------------------------------------|-----------------|
| FEC                                       | \$84,950        |
| State share of FEC                        | \$33,980        |
| Local Share of FEC                        | \$50,970        |
| <b>Total Project Costs</b>                | <b>\$84,950</b> |
| <b>Total State Share of Project Costs</b> | <b>\$33,980</b> |
| <b>Total Local Share of Project Costs</b> | <b>\$50,970</b> |

**II. Conclusions:** This letter has provided a determination with respect to FEC. FEC establishes a maximum dollar amount of eligible costs. If the local share is less than the dollar amount stated in this letter, the State share will be decreased proportionally. The State share may also be adjusted downward if the total costs to complete the school facilities project are less than the amount of FEC stated in this letter. If the project has additional costs they shall be funded through local share.

Please be advised that no school facilities project will be constructed unless, if there is a local support amount, such local support has received approval as set forth in N.J.A.C. 6A:26-3.7. Districts issuing school bonds to fund any part of the local support must notify the Division of Finance in the Department and the county superintendent of schools when approval is obtained, provide each with the schedule for issuance of school bonds, and notify the county superintendent within 30 days of the issuance of the school bonds. In accordance with N.J.A.C.6A:26-18.5, districts must obtain the local share within 180 days of notification by the Department of the final grant award. If the District has elected State support in the form of a grant, it must add the New Jersey Schools Development Authority ("NJSDA") to the parties notified. If the District determines to fund the entire local support through a means other than school bonds, it

Bricktown School District  
Project No:0530-020-09-1002  
February 26, 2009

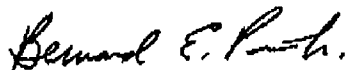
FEC

must obtain approval of necessary line-items in the budget, obtain separate voter or board of school estimate approval of the expenditure of local support, or make withdrawals from capital reserve in accordance with N.J.A.C. 6A:26-3.7 and regulations referenced therein, or evidence of approval and financial commitment to fund a lease purchase agreement. If the local share is funded through sources other than school bonds, such as gifts, grants, other private sources, or other public funds such as municipal surplus, the District must provide the NJSDA evidence that the funds have been committed and are authorized for use for the school facilities project pursuant to the terms of the funding source and applicable law.

The district may advance the project, including review for Uniform Construction Code ("UCC") compliance as required. If the district submitted a Release Request Form with its project application requesting municipal code enforcing agency review of plans for UCC conformance, the Department forwarded the form to the New Jersey Department of Community Affairs with a copy of the project determination letter for their action. If a Release Request Form was not submitted with the project application and the district prefers to have the municipal code enforcing agency review its plans for UCC conformance, a completed Release Request Form including State project number should be sent directly to the New Jersey Department of Community Affairs, Division of Codes and Standards, Education Unit.

Please contact Glenn Ferguson, Manager with any questions regarding this matter at (609)943.5674 or glenn.ferguson@doe.state.nj.us.

Sincerely,



Bernard E. Piaia, Jr., Director  
Office of School Facilities

BEP:FJL: gef

c: Lucille E. Davy, Commissioner  
Willa Spicer, Deputy Commissioner  
John Hart, Chief of Staff  
Rochelle Hendricks, Assistant Commissioner, Division of District & School Improvement  
Kathryn Forsyth, Director of Public Information  
Bruce Greenfield, Ocean County, Executive County Superintendent  
Frank LoDolce, Regional Director, School Facilities  
Glenn Ferguson, Manager, School Facilities  
James Edwards, School Business Administrator

STATE OF NEW JERSEY  
DEPARTMENT OF EDUCATION - CHIEF OF STAFF  
OFFICE OF SCHOOL FACILITIES

|             |                  |
|-------------|------------------|
| Parent      | 0530-020-09-1002 |
| Land        |                  |
| Temporary   |                  |
| Feasibility |                  |
| Emergent    |                  |

**REQUEST FOR LOCAL RELEASE OF SCHOOL CONSTRUCTION PLANS**

**Project and District Information**

|                  |                                         |                       |                             |
|------------------|-----------------------------------------|-----------------------|-----------------------------|
| County:          | OCEAN                                   | District Contact:     | Mr. James Edwards           |
| District Name:   | BRICK TWP                               | Contact Title:        | Business Administrator      |
| District Number: | 0530                                    | District Telephone #: | 732-785-3000                |
| School Name:     | Brick Township High School              | District Fax #:       | 732-840-9089                |
| School Code:     | 020                                     | District E-Mail:      | jedwards@brickschools.org   |
| Project Title:   | ADA Upgrades to Brick Township High Sch | A/E Firm:             | Spiezle Architectural Group |
| Project Address: | 346 Chambersbridge Road                 | A/E Contact:          | Steven Siegel, Associate    |
| Municipality:    | Brick Twp                               | A/E Phone #:          | 609-6957400 x224            |
| Zip Code:        | 08723                                   | A/E Fax #:            | 609-3942274                 |
|                  |                                         | A/E E-Mail:           | Ssiegel@spiezle.com         |

**Brief Description of Project:**

Installation of new ADA chairlift at existing stairs in corridors at two locations.

*It is the request of the above-named school district to have this project reviewed for State Uniform Construction Code compliance (including N.J.A.C. 5:23-3.11A(c) and Department of Community Affairs, Division of Codes and Standard Bulletin 00-3) and other applicable State Codes by a municipal code enforcing agency, pursuant to P.L. 1990 c. 23.*

Chief School Administrator (Signature):

Chief School Administrator:

  
Mr. Walter Hrycenko

Date: 11/14/08

*This project will be reviewed for compliance by the below named appropriately licensed municipal code enforcing agency*

Municipality Name:

Other Municipality (only if project located in > 1 jurisdiction):

Brick Township

Municipal Code Enforcing Agency Construction Official (Name):

Daniel E. Newman, Jr.

Municipal Code Enforcing Agency Construction Official (Signature):



Date: 11/14/08

Municipal Code Enforcing Agency Classification is class:

Class 1

Municipal Code Enforcing Agency Address:

Street: Municipal Building  
401 Chambersbridge Road  
City: Brick Township  
State: NJ  
Zip Code: 08723

Phone: 732-262-1027  
Fax: 732-262-8954

Comments/Notes for ease of UCC Review:

**FOR DCA\* USE ONLY**

\*Note: For all capital projects for NJ Private Schools for the Disabled, DOE will Approve this Form in place of DCA.

Request Reviewed By:

Title:

Signature:

Date Acted Upon:

Action:

☐ APPROVED

☐ DENIED (identify reason below)

☐ RETURNED NO ACTION (identify reason below)

Comments:



ARCHITECTURE  
PLANNING  
DESIGN

TRENTON, NJ 08618  
MEDIA, PA 19063  
COLUMBIA, MD 21044

120 SANHICAN DRIVE  
321 WEST STATE STREET  
10180 LITTLE PATUXENT PARKWAY  
SUITE 1000

609.695.7400 PHONE  
610.874.7800 PHONE  
410.458.0062 PHONE  
609.394.2274 CORPORATE FAX

March 24, 2009

Township of Brick  
Code Enforcement  
Municipal Building  
401 Chambers Bridge Road  
Brick Township, NJ 08723

Attn: Mr. Daniel F. Newman, Construction Official

**RE: Brick Township Board of Education**  
**101 Hendrickson Avenue**  
**Brick, New Jersey 08724**

**State Project No.: 0530-020-09-1002**  
**Commission No.: 08K096**

PRESIDENT & CEO  
Scott R. Spiezle, AIA, LEEDap

PRINCIPAL EMERITUS  
Franklyn B. Spiezle, AIA, PP

EXECUTIVE VP & COO  
A. Stevens Krug, AIA, PE, CEM, LEEDap

PRINCIPALS  
Scott E. Downie, AIA, LEEDap  
Laurence K. Uher, AIA, LEEDap  
Thomas S. Ferraro, AIA, LEEDap

ASSOCIATES  
Richard A. Bartels, AIA, LEEDap  
Anthony W. Catano, AIA, LEEDap  
Jason Kiwinski, AIA, LEEDap  
John K. Lee, AIA, LEEDap  
Thomas J. Lemmon, AIA, LEEDap  
Steven G. Siegel, AIA, LEEDap

DIRECTORS  
Roger G. Villaverde, LEEDap  
Todd S. Waskowitz, LEEDap

Dear Mr. Newman,

Attached please find an itemized response to the Building and Electrical Review for the above referenced project. Also included is a copy of your original review comments dated February 18, 2009 for reference.

Should you require any additional information please contact us immediately.

Respectfully submitted,



Magdalena Krejza  
Project Coordinator

Cc: File





ARCHITECTURE  
PLANNING  
DESIGN

ADA UPGRADES TO BRICK TOWNSHIP HIGH SCHOOL

Commission No. - 08K060

| NO. | CODE SECTION<br>DWG. #/SHEET # | R E V I S I O N | D E S C R I P T I O N |
|-----|--------------------------------|-----------------|-----------------------|
|-----|--------------------------------|-----------------|-----------------------|

| Item<br>No. | Code<br>Section | BUILDING REVIEW COMMENTS - 8-14-08<br>Daniel F. Newman                                                                                                                  |  |
|-------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1           |                 | State DOE PEC letter is provided with this submission.                                                                                                                  |  |
| 2           |                 | Partial Egress plan is provided showing required egress width at stairs and converging corridor and occupant load analysis of affected areas, refer to Detail 4 on A1-1 |  |

Bldg

Elect      Fire      Plumbing      (Please mark subcode)

CONTROL NUMBER \_\_\_\_\_

TOWNSHIP OF BRICK  
APPLICATION REVIEW PROCESS

ADDRESS OF APPLICATION: Brick U.S.

DATE REVIEWED: 2/12/09

REVIEWED BY: K ANDERSON

CONTACT CALLED/FAXED: STATE D.O.E. REVIEW OF LETTER OF RELEASE.

REQUIRED EXCESS WIDTH REDUCED @ SIGN & CONVERGING HALLWAY.  
SNOW OCCUPANT LOAD ANALYSIS OF AFFECTED AREA, ALTERNATE  
ROUTES, ETC.

SNOW CLEAR WIDTH @ SIGN WHEN GATE IS OPERATING & WHEN

NOT IN USE. CLEAR WIDTH COMPLY WITH CODES.

ALTERNATE PROVISIONS FOR REMOVED PHOTOGRAPH?

P.03

# ELECTRICAL

## PLAN REVIEW RECORD

REVIEWED BY: AL Santo

LICENSE #: 3266 RES:        COMM: ✓

ADDRESS: BRICK H.S.

DATE: 2-18-9

BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_

ZONING: \_\_\_\_\_

BUILDING DESCRIPTION: BRICK TWP H.S.

BUILDING HEIGHT: \_\_\_\_\_ NUMBER OF STORIES: \_\_\_\_\_

TYPE OF CONSTRUCTION: \_\_\_\_\_ USE GROUP: \_\_\_\_\_

SIDEWALL SHEATHING: \_\_\_\_\_ WALL INSULATION: \_\_\_\_\_

ROOF SHEATHING: \_\_\_\_\_ CEILING INSULATION: \_\_\_\_\_

FLOOR SHEATHING: \_\_\_\_\_ FLOOR INSULATION: \_\_\_\_\_

OCCUPANCY LOAD: \_\_\_\_\_ CUBIC FEET: \_\_\_\_\_ SQUARE FEET: \_\_\_\_\_

## CORRECTION LIST

[illegible]



Brick Township  
401 Chambersbridge Rd  
Brick, NJ 08723  
(732) 262-1027

### Subcode Official Review

To: 101 HENDRICKSON AVENUE BRICK, NJ 08724 CC:

RE: Building Subcode  
Block: 701.39 Lot: 12 Qual:  
346 CHAMBERS BRIDGE RD.  
Permit Number: Control Number: C-09-001208  
Last Submit Date: Friday, April 24, 2009

Date: Friday, April 24, 2009

Dear BRICK TOWNSHIP EDUCATION,

The following comments were made during the Plan Review process:

DOE plan review release not found in file.

Sincerely,

 4/24/09

Kenneth Anderson, Subcode Official

4/24/09  
att: Lindsay  
856-299-4897  
fax #

me  
please  
Ken

**\*\* Transmit Conf. Report \*\***

P.1

Apr 24 2009 14:03

| Telephone Number | Mode   | Start    | Time  | Page | Result | Note |
|------------------|--------|----------|-------|------|--------|------|
| 18562994897      | NORMAL | 24,14:02 | 0'44" | 1    | * O K  |      |



Brick Township  
401 Chambersbridge Rd  
Brick, NJ 08723  
(732) 262-1027

**Subcode Official Review**

To: 101 HENDRICKSON AVENUE BRICK, NJ 08724 CC:

RE: Building Subcode  
Block: 701.39 Lot: 12 Qual:  
346 CHAMBERS BRIDGE RD.  
Permit Number: Control Number: C-09-001208  
Last Submit Date: Friday, April 24, 2009

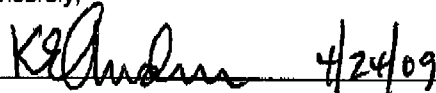
Date: Friday, April 24, 2009

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DOE plan review release not found in file.

Sincerely,

 4/24/09

Kenneth Anderson, Subcode Official

14 24-09  
Att: Lindsay  
856-299-4897  
fax #

# PROJECT MANUAL

## ADA UPGRADES

**BRICK TOWNSHIP HIGH SCHOOL  
346 CHAMBERSBRIDGE RD  
BRICK, NEW JERSEY 08723**

FOR THE

**BRICK TOWNSHIP BOARD OF EDUCATION  
101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724**

N.J. DOE Project Number: 0530-020-09-1002  
Commission Number: 08K096

DATE: February 12, 2009

RELEASED FOR BID:

**SPIEZLE ARCHITECTURAL GROUP, INC.**

spiezle  
group

architects/planners

---

SCHOOL BOARD PRESIDENT OR VICE-PRESIDENT

---

CHIEF SCHOOL ADMINISTRATOR

# **PROJECT MANUAL**

## **ADA UPGRADES**

BRICK TOWNSHIP HIGH SCHOOL  
346 CHAMBERSBRIDGE RD  
BRICK, NEW JERSEY 08723

FOR THE

BRICK TOWNSHIP BOARD OF EDUCATION  
101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724

### **ARCHITECTS/PLANNERS:**

21AC00063000  
21AI01294900  
21AI01505400  
21AI01439400  
21AI01674400

  
SEAL & SIGNATURE

SPIEZLE ARCHITECTURAL GROUP, INC.

120 SANHICAN DRIVE

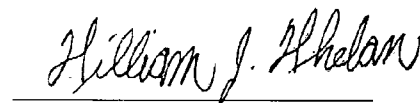
TRENTON, NEW JERSEY 08618

TELEPHONE NUMBER: (609) 695-7400

FAX NUMBER: (609) 394-2274

### **ELECTRICAL ENGINEER:**

PE# GE36344

  
SEAL & SIGNATURE

CMX

200 STATE HIGHWAY NINE

MANALAPAN, NEW JERSEY 07726-0900

TELEPHONE NUMBER: (732) 577-9000 FAX NUMBER: (732) 577-9888

**COMMISSION NO. 08K096**

ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

**PROJECT MANUAL**

ADA UPGRADES

**BRICK TOWNSHIP HIGH SCHOOL**  
346 CHAMBERSBRIDGE RD  
BRICK, NEW JERSEY 08723

FOR THE

**BRICK TOWNSHIP BOARD OF EDUCATION**  
101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724

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ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

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ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

SECTION 000150 - CONTRACT DRAWINGS

Drawings listed below provide for complete construction of this Project and are part of the Contract Documents.

| <u>DWG. NO.</u> | <u>TITLE</u>                                                   |
|-----------------|----------------------------------------------------------------|
| C-1             | COVER SHEET                                                    |
| A1-1            | FIRST FLOOR PARTIAL PLAN AND STAIR PLATFORM<br>LIFT ELEVATIONS |
| E-1.1           | ELECTRICAL LEGENDS AND NOTES                                   |
| E-2.1           | PARTIAL FIRST FLOOR PLAN                                       |

The Architect may furnish additional drawings as may be required for further explanation of details for work under this Contract, but these drawings will not include shop drawings. Shop Drawings shall be completed and submitted for Architect's review for compliance with the contract documents prior to the starting of work by the Contractor, as specified herein.

END OF SECTION 000150

PARTIAL ROOFING REPLACEMENT  
OSBORNVILLE ELEMENTARY SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K086

SECTION 001110 - ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that sealed Bid Proposals will be received by the **BRICK TOWNSHIP BOARD OF EDUCATION** for:

PARTIAL ROOFING REPLACEMENT  
OSBORNVILLE ELEMENTARY SCHOOL  
218 DRUM POINT ROAD  
BRICK, NEW JERSEY 08723

FOR THE

BRICK TOWNSHIP BOARD OF EDUCATION  
101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724

In accordance with Drawings and Project Manuals, Commission No. 08K086, dated February 12, 2009 together with all work incidental thereto as prepared by the Spiegle Architectural Group, Inc., 120 Sanhican Drive, Trenton, New Jersey, 08618.

Sealed bids for the above will be received as a Single Lump Sum Bid by the **Brick Township Board of Education, Mr. James W. Edwards, Jr., CPA** at the Brick Township Board Office located at 101 Hendrickson Avenue, Brick, New Jersey 08724 at 11:30 A.M. (Prevailing Time) on March 10, 2009 and be publicly opened and read aloud immediately thereafter. Neither the **Brick Township Board of Education**, nor the Architect will assume any responsibility for Bids mailed or misdirected in delivery.

Bidding and Contract Requirements, Bid Forms, Specifications and Contract Drawings and other Contract Documents may be examined during normal office hours at Architect's Office, 120 Sanhican Drive, Trenton, New Jersey, 08618.

Complete sets of Bidding Documents will be available from the Board of Education's Office and will be loaned to Bidders upon deposit of Seventy Five (\$75.00) Dollars. A separate non-refundable cost of Twenty (\$20.00) Dollars per set will be charged for mailing and handling Contract Documents to Bidders if requested. A separate non-refundable handling charge of Fifteen (\$15.00) Dollars per set will be charged for sending Contract Documents via Federal Express as prearranged and paid for by the Bidder. A deposit check for Bidding Documents (and a separate non-refundable check for mailing and/or handling, when requested,) shall be made payable to the "Brick Township Board of Education". Any Bidders should contact the Board Office Purchasing Department at (732) 785-3000 ext 1013 to confirm details of availability of Bidding Documents.

Please Note: Deposits will only be refunded if the bidding documents are returned in whole, bound, and in good condition and, (1) they are returned ten (10) days prior to the bid due date, or (2) returned within ten (10) days after the opening of bids, by a Bidder submitting a bona fide bid.

Bids must be submitted on the proposal forms provided in the manner designated, accompanied by a Certified Check, Cashier's Check, or Bid Bond (together with a Consent of Surety) drawn to the order of the "**Brick Township Board of Education**" for not less than Ten Percent (10%) of the Base Bid or Base Bid with Alternate Bid(s), whichever is greater, but not to exceed \$20,000.00, and must be delivered at the above named location on or before the time noted.

PARTIAL ROOFING REPLACEMENT  
OSBORNVILLE ELEMENTARY SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K086

A pre-bid meeting shall take place at the Osbornville Elementary School, 218 Drum Point Road, Brick, New Jersey 08723 on February 19, 2009 at 11:30 A.M. (Prevailing Time) for the purpose of considering questions posed by the Bidders at the project site. Due to the special nature of the work involved that can only be seen by an in-depth visitation, the attendance of all the bidders is requested and strongly encouraged as an integral and important element of the bidding process so that all bidders have an equal understanding of the scope of work involved.

Bidding shall be in conformance with the applicable requirements of N.J.S.A. 18A:18A-1 et. seq. pertaining to the "Public School Contract Laws".

Pursuant to N.J.S.A. 18A:18A:-27, bidders for contracts exceeding the bid threshold must be pre-qualified by the state of New Jersey, Department of the Treasury, Division of Property Management and Construction. Each bid must be accompanied by an affidavit so certifying if applicable.

No qualification rating of any bidder shall be influenced by the bidder's race, religion, sex, national origin, nationality or place of residence.

No person shall be qualified to bid on any public work contract with the board of education, the entire cost whereof will exceed \$20,000.00, who shall not have submitted a statement as required by N.J.S.A. 18A:18A-28 within a period of one year preceding the date of opening of bids for such contract. Every bidder shall submit with his bid an affidavit that subsequent to the latest such statement submitted by him there has been no material adverse change in his qualification information except as set forth in said affidavit.

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

The Bidders' attention is directed to the fact that all applicable federal, state, and municipal laws, and ordinances, rules and regulations, including N.J.S.A. 10:5-31 (P.L. 1975, c.127) and N.J.A.C. 17:27 regarding Affirmative Action, of all authorities having jurisdiction over construction work in the locality of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as if set forth therein at length, including, but not limited to, those laws identified in the Instructions to Bidders and other sections of the Bidding and Contract Requirements.

The Affirmative Action Against Discrimination Law (P.L. 1975, Chapter 127) shall be a condition of the Contract. During the performance of the contract, the Contractor agrees to comply with the Law and be an Affirmative Action Employer. The Proposal must be accompanied by a signed Affirmative Action Statement (P.L. 1975, Chapter 127).

Pursuant to P.L. 1999, Chapter 238, The Public Works Contractor Registration Act, effective April 11, 2000, Contractors performing public work are required to be registered with the Department of Labor and to possess a current certificate by said department indicating compliance with the act for work subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) Bidders are required to submit copies of their certificate of registration with their bid and shall also include copies of the certificates for each specialty subcontractor listed in its bid form with its bid. Any sub-subcontractors utilized by subcontractors will have to be registered and validation will be the responsibility of the State. Sub-subcontractor certificates are not required to be submitted with the bids.

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Pursuant to P.L. 2004, c.57 Business Registration of Public Contractors, a contractor must include proof of its own business registration and proofs of business registration of those subcontractors required to be listed in the contractor's submission (i.e., "named subcontractors"). The proof of business registration shall be provided at the time the bid or proposal is officially received and opened by the contracting agency.

BY ORDER OF: BRICK TOWNSHIP BOARD OF EDUCATION  
BRICK, OCEAN COUNTY, NEW JERSEY

James W. Edwards, Jr., CPA  
Business Administrator/Board Secretary

END OF SECTION 001110.

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COMMISSION NO. 08K096

SECTION 002110 - INSTRUCTION TO BIDDERS

PART 1 - GENERAL

1.1 INVITATION TO BID

- A. Proposals will be received for the performance of the Project in accordance with the terms and conditions stated. Bids are requested in the Form of Proposal for the Project and shall cover all costs of any nature, including those which are incidental to and arise from the work. In explanation but not in limitation thereof, these costs shall include the costs necessary to perform and complete the Project in the manner and within the time required, all incidental expenses in connection therewith, all costs related to any loss due to damage or destruction of the Project, and any additional expenses for unforeseen difficulties encountered, for settlement of damages and for replacement of defective work and material conditions. Conditions, limitations or provisions attached by the Bidder to the Proposal shall be cause for its rejection.
- B. Prior to submitting Proposal, the Bidder shall be familiar with the Drawings, Project Manual and other documents that will form parts of the Contract, and shall have investigated the site of the Project. Said examination shall be as necessary to satisfy the Bidder regarding the character and amount of work involved. The Bidder shall also have satisfied itself that the necessary labor and equipment can be secured and that the materials it proposes to use will comply with the requirements therefore and can be obtained by the Bidder in the quantities and at the time required.
- C. The Owner reserves the right to accept or reject any or all bids for a period of sixty (60) days after receipt of bids except that the bids of any bidders who consent thereto may, at the request of the Owner be held for consideration for such longer period as may be agreed.

1.2 DEFINITIONS

- A. Whenever in the Project Manual the following terms, or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:
- B. Contract Documents: Those documents which memorialize the parties' agreement with respect to their respective obligations in connection with Project, including the complete Working Drawings, detailed Project Manual with all Addenda and Supplementary Agreements, that may be entered into, the Bid Proposal, Executed Contract, and Contract Bond. All of the aforementioned documents are to be treated as one instrument whether or not set forth at length in the Form of Contract.

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- C. Project(s): ADA UPGRADES  
OSBORNVILLE ELEMENTARY SCHOOL  
218 DRUM POINT ROAD  
BRICK, NEW JERSEY 08723
- D. Drawings: Drawings or reproductions thereof furnished by the Architect pertaining to the Project.
- E. Architect: SPIEZLE ARCHITECTURAL GROUP, INC.  
120 Sanhican Drive  
Trenton, New Jersey, 08618
- F. Bidder: Individual, firm, partnership or corporation acting directly through a duly authorized representative legally submitting a Proposal.
- G. Contractor: The Party liable for the acceptable performance of the Project and for the payment of all debts pertaining to the Project.
- H. Surety: The corporate body which is bound with and for the Contractor, and which engages to be responsible for its acceptable performance of the Project and for its payment of all debts pertaining to the Project.
- I. Owner: BRICK TOWNSHIP BOARD OF EDUCATION  
101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724
- J. Material: All raw or prepared materials and manufactured or fabricated products entering into the finished project.

1.3 DRAWINGS AND PROJECT MANUAL

- A. The Drawings and Project Manual are to provide for the complete construction of the Project and are intended to complement and supplement each other. Any work required by either of them and not by the other shall be performed as if denoted both ways. Should any work be required which is not denoted in the Project Manual or on the Drawings because of an obvious omission but which is nevertheless necessary for the proper performance of the Project, such work shall be performed as fully as if it were described and delineated.

1.4 INTERPRETATIONS

- A. No oral interpretation will be made to any Bidders as to the meaning of the Drawings and Project Manual. Should any questions arise as to the true meaning of any item noted on the Drawings, Specifications, or other Contract Documents, the Bidder will immediately forward a request in writing to the Architect for interpretation as soon as such question arises on Form 009215 Request for Information provided at the end of Division "00" Bidding and Contract Requirements. Interpretations will be made in the form of Addenda and issued to all Bidders receiving the Drawings and Project Manual. All such Addenda shall become part of the

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Contract Documents. In order to be given consideration and timely issuance of addenda, if any, written requests for interpretation must be received at least ten (10) business days, Saturdays, Sundays and Holidays excepted prior to the date fixed for the opening of bids. Failure of a Bidder to receive such interpretation shall not relieve said Bidder of any obligation under its Bid as submitted. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 18A:18A-21. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The Architect's interpretations or corrections thereof shall be final.

1.5 CHANGES WHILE BIDDING

- A. During the bidding period, Bidders may be furnished with Addenda for additions to, or alterations of the Drawings or Project Manual which shall be included in the work covered by the proposals and become a part of the Contract Documents.

1.6 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions as they exist, so that it may fully understand the facilities, difficulties and restrictions attendant to the performance and execution of the work under the Contract Documents. The building will be available to Bidders for further inspection with prior arrangements made directly with the Director of Building and Grounds, Mr. Joe Guagliardo, by contacting him at (732) 262-2500 ext 2059.
- B. Bidders shall also thoroughly examine and be familiar with the Drawings and Project Manual. The failure or omission of any Bidder to receive or examine any form, instrument or document or to visit the site and acquaint itself with the conditions there existing shall in no way relieve any Bidder from obligation with respect to its bid. By submitting a bid, the Bidder agrees and warrants that it has examined the Project Manual, Drawings, and Addenda required in any part of the work for a given result to be produced, that the Project Manual, Drawings, and Addenda are adequate and the required result can be produced under the Project Manual, Drawings, and Addenda. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or because of the unintentional errors or conflicts in the Project Manual, Drawings, and Addenda.
- C. The Project Manual, Drawings, and Addenda shall be considered as a whole and shall not be separated during the bidding or construction period. Division of Project Manual into "divisions" and "sections" is solely for organization and is not intended to define trade responsibilities unless specifically stated. The Contractor is responsible for work of Division 1 as well as those items indicated under its Contract. The Contractor shall be held responsible for reviewing and understanding the relationship between its work and the work of other Contracts by becoming thoroughly familiar with the Drawings, Project Manual, and Addenda of other contracts. The Contractor shall be responsible for its own work and, if it divides the Drawings, Project Manual, and Addenda for Subcontractors or material suppliers, it does so at its own risk.

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1.7 PRE-QUALIFICATION LAW

- A. Contractors proposing to submit bids for contracts exceeding \$20,000.00 are required to be pre-qualified by the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) in accordance with N.J.S.A. 18A: 18A-26 to 18A: 18A-33 and N.J.S.A. 52:35-1.
- B. Pursuant to N.J.S.A. 18A: 18A-26 to N.J.S.A. 18A: 18A-33, all bidders on any contract for public work in which the entire cost of the project exceeds \$20,000.00 must be prequalified by the Department of Treasury, Division of Building and Construction as to character and amount of public work on which they may submit bids. No bidder shall be qualified to bid on any public work contract with the Owner if it has not submitted a statement to the Department of Treasury, Division of Building and Construction which fully discloses the bidder's financial ability, the adequacy of its plant and equipment, its organization and prior experience, and such other pertinent and material facts which may impact on the bidder's performance on the Project within a period of one year preceding the date of opening of the bids for such contract.
- C. Every prequalified bidder must submit with its proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in its qualification information, the total amount of uncompleted work on contract at the time, and the date of the classification. Any bid not including its affidavit shall be rejected as being non-responsive to the bid requirements. A form affidavit is included as part of the bidding documents.
- D. All bidders shall furnish satisfactory evidence of having sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. Any Bidder using subcontractors for Structural Steel; Plumbing and Gas Fitting; Heating, Ventilating and Air-Conditioning; or Electrical, shall be required to name the subcontractor in its Bid, and must provide proof of prequalification required by N.J.S.A. 18A;18A-26 for each. Additionally, all named subcontractors must also submit a signed sworn contractor certification and all documents referenced therein, as well as any applicable trade license.
- E. All Bidders shall complete the Statement of Bidders Qualifications and attached forms. The Owner may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform their work. The Owner reserves the right to reject any bid if the information fails to establish to the Owner's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- F. For every contract for public work that exceeds the bid threshold, the Owner shall, upon completion thereof, report to the Department of Treasury, Division of Building and Construction as to the Contractor's performance and shall also furnish such report from time to time during performance if the Contractor is then in default.

1.8 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

- A. Pursuant to P.L. 1999, Chapter 238, The Public Works Contractor Registration Act, effective April 11, 2000, Contractors performing public work are required to be registered with the

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Department of Labor and to possess a current certificate by said department indicating compliance with the act for work subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) Bidders are required to submit copies of their certificate of registration with their bid and shall also include copies of the certificates for each specialty subcontractor listed in its bid form with its bid. Any sub-subcontractors utilized by subcontractors will have to be registered and validation will be the responsibility of the State. Sub-subcontractor certificates are not required to be submitted with the bids.

1.9 OBLIGATION TO BIDDER

- A. At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and become thoroughly familiar with the Advertisement for Bids, Instructions to Bidders, Bid Specifications and other bidding documents. The failure or omission of any bidder to receive or examine any form, instrument or document or to visit the site and acquaint himself with the conditions there existing, shall not relieve the bidder from its obligation to furnish all the necessary labor, materials and other conditions and requirements of the Contract Documents to complete the project at the bid price. A claim of mistake or omission will likewise not excuse a bidder from any obligation under its bid. The submission of a bid will be considered conclusive evidence that the bidder has made such an examination.
- B. Bidders' attention is called to the requirements of both N.J.S.A. 34:11-56.25 et seq., Prevailing Wages on Public Contracts, and N.J.S.A. 10:3-1 et seq., Prohibiting Discrimination in Employment on Public Contracts, as compliance therewith is mandatory.
- C. It is a requirement for any work on this Project that Contractors and Subcontractors, as applicable, shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. The District is prohibited from hiring any Contractor or Subcontractor to perform any work for the District who is listed or is on record in the Office of the Commissioner, Department of Labor, as having failed to pay prevailing wages in accordance with the provisions of the New Jersey Prevailing Wage Act.
- D. Bidders who are awarded a Contract and their subcontractors will be required to pay prevailing wage rates as determined by the "New Jersey Prevailing Wage Act" of the State of New Jersey Department of Labor and Industry pursuant to Chapter 150 of the Laws of 1963, effective January 1, 1964.
- E. Bidding shall be in conformance with New Jersey Local Agency Procurement Laws, the applicable requirements of the New Jersey Public School Contract Guidelines Revised October 1986 and with the applicable requirements of N.J.S.A. 18A:18A-1 et seq., the "Public School Contracts Law".
- F. Bidders must comply with Chapter 33, Laws of 1977 (Assembly Bill No. 22, 1976, approved March 8, 1977) which requires corporate and partnership bidders for State, County, Municipal or School District Contracts to submit a list of names and addresses of all stockholders or in the case of partnership, the names and addresses of those partners owning 10% or greater interest herein.

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- G. Bidders who are awarded a Contract and their subcontractors shall be required to comply with the Anti-Discrimination provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq. and N.J.A.C. 6:4-1.6. Each Contractor shall guarantee that, in accordance with the aforementioned laws, it will afford equal opportunity in performance of all work pursuant to its agreements with the Owner as to the Project.
- H. Quality Control: During the term of this project, the contractor will have in place a suitable quality control and quality insurance program and an appropriate safety and health plan.

1.10 QUALITY OF PRODUCTS/GOODS USED

- A. In accordance with N.J.S.A. 18A:18A-20, "American goods and products to be used wherever possible", only manufactured and farm products of the United States, wherever available, shall be used in this project.
- B. All products and goods used in the project shall be new and covered by the applicable manufacturer's warranty. Where a brand name is specified in the specifications, the Bidder may use an equivalent brand, provided the procedures set forth in the specifications are followed. The Architect and Owner shall approve such substitution.

1.11 BUSINESS REGISTRATION CERTIFICATE

- A. Bidders must submit a Business Registration Certificate issued by the New Jersey Department of Treasury, Division of Revenue. Bidders using subcontractors shall notify said subcontractors in writing that before a contract can be entered into between the bidder and the subcontractor, the subcontractor must provide the bidder with a copy of its business registration. The bidder if awarded the contract, shall forward the subcontractor's business registration to the **Brick Township Board of Education**.
- B. The bidder shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the bidder. The requirement of proof of business registration extends down through all levels (tiers) of the project.
- C. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
- D. For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.
- E. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the

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requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 or the amount established by the law for each business registration copy not properly provided under a contract with a contracting agency.

- F. The successful bidder shall not enter into any contract with a subcontractor unless the subcontractor first provides proof of valid business registration. The successful bidder shall be responsible to maintain and submit to the Owner a list of all subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be required and submitted before final payment will be made for goods provided and/or services rendered or for construction of a construction project under the contract.

1.12 GENERAL SCOPE OF BASE BIDS

- A. The work under contract shall include all labor, materials, equipment, facilities and services of work bound by the contract limit and/or property lines, together with any additional work beyond contract limit or property lines, as indicated on the drawings.
- B. The Bidder under the Base Bid contract shall include in its proposal all labor, materials, equipment and services necessary or incidental to the completion of the work, and other pertinent work as hereinafter described for the project in accordance with the Drawings, Project Manual, and Addenda.

1.13 PREPARATION OF BID PROPOSAL

- A. Bidders shall comply with the requirements contained in the Advertisement for Bids, Instructions to Bidders, Bid Specifications, and other bidding documents.
- B. Bids must be submitted on the Form of Proposal furnished by the Owner. Where the bidder is a corporation or a partnership, the person submitting the bid must certify that he is duly authorized to submit a bid on behalf of the corporation or partnership. The corporate seal should be affixed to the bid. Alternative bids will not be accepted unless otherwise authorized in the bidding documents. No conditions, limitations or provision may be placed on a bid.
- C. Bids shall be submitted in a sealed opaque envelope with the name and post office address of the bidder and the name of the project and the contract being bid marked on the front of the envelope. Telegraph, telecopy, or facsimile of bids will not be considered.
- D. All sealed bids must be submitted no later than the "Bid Opening Date and Time" as stated in the Advertisement for Bids or as changed by addendum. Any bid not received by the date and time set forth in the Advertisement for Bids/Addendum, will not be considered by the Owner. Bids shall be sealed in an envelope and shall bear the name and address of the Bidder and shall be endorsed "Sealed Bid" – and include the name of the project.
- E. A bidder may withdraw its bid at any time prior to the scheduled time for opening bids. No bid may, however, be withdrawn for a period of sixty (60) days from the opening of the bids. The Owner reserves the right to reject any and all bids or to waive informality in the bidding if it is

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in the interest of the Owner to do so. Contract(s) to be awarded will be awarded to the lowest responsible bidder(s).

- F. The **Brick Township Board of Education** further reserves the right to reject any or all bids and not award a Contract for any portion of the Project if the Owner has not obtained the requisite approval for the project or any portion thereof from the appropriate state agency. Any agreement entered into by the Owner for any portion of the Project is expressly conditioned upon the Owner obtaining the requisite approval for the Project or any portion thereof. The Owner reserves the right to terminate the agreement if it has not obtained the requisite approval for the Project or any portion thereof from the appropriate state agency.
- G. Proposals shall be submitted in triplicate when on the Form of Proposal furnished by the Architect properly filled out in the manner designated and duly executed, including Affidavits. Proposal Forms shall not be altered or added to in any way. Lump sum bid or base bid prices shall be filled in, in ink or typewritten, in both words and figures. In case of discrepancy, the amount described in words shall govern.
- H. The enclosed Forms, as noted below, are part of the Bid proposal package and must be properly completed and submitted in triplicate with its Bid Proposal. Proposal packages shall contain at least one completed original, the others may be copies of the original provided that the original(s) and all copies of the originals contain original signatures and seals:
1. Form of Bid Proposal (Section 004110 Form)
  2. Certified Check or Form of Bid Bond (Section 004320 Form)
  3. Form of Proposition of Surety (Section 004325 Form)
  4. Statement of Bidders Qualifications (Section 004510)
  5. Form of Non-Collusive Affidavit (Section 004525 Form)
  6. Stockholder Disclosure Statement (Use Section 004530 Part A or Part B as applicable)
  7. Certification of No Material Adverse Change in Status (Section 004535 Form) (required for contracts greater than \$20,000.00)
  8. Bidder's Certification Regarding Debarment, Disqualification, Suspension (Section 004540 Form)
  9. Contractor's Certification and Consent (Section 004545 Form)
  10. Contractor's Equipment Certification (Section 004550 Form)
  11. Affirmative Action Language of Exhibit B and Affirmative Action Acknowledgment (Section 004560 Form)
  12. NOTICE OF CLASSIFICATION form DPMC, as issued by the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC), (For contracts greater than \$20,000.00)
  13. Notarized State of New Jersey Form (DBC 701) noting total amount of uncompleted contracts (For contracts greater than \$20,000.00)
  14. Certificate by the Department of Labor indicating compliance with "The Public Works Contractor Registration Act" (P.L. 1999, c.238) for compliance with this Act.
  15. Business Registration Certificate issued by the Department of Treasury, Division of Revenue.
- I. When the proposal is made by an individual, its post office address shall be stated and he shall sign the Proposal. When made by a firm or partnership, its name and post office address shall be stated and the Proposal shall be signed by an authorized official of the corporation.

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- J. Enclose Proposal in a sealed opaque envelope, with the name and post office address of the Bidder identified on the outside along with the Name of Contract along with name of the Project as follows:

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**BRICK TOWNSHIP HIGH SCHOOL**  
346 CHAMBERSBRIDGE RD  
BRICK, NEW JERSEY 08723

FOR THE

**BRICK TOWNSHIP BOARD OF EDUCATION**  
101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724

1.14 PROPOSAL GUARANTEE

- A. The Proposal shall be accompanied by a Proposal Guarantee in the form of a Certified Check, Cashier's Check or Bid Bond made payable to the Owner, in the sum of not less than ten percent (10%) of the total Base Bid and/or Base Bid with various Alternate Bid(s), which ever is greater, but not to exceed \$20,000. In so doing, The Bidder guarantees that if the contract is awarded to the bidder, the bidder will enter into a contract therefore and will furnish a performance and payment bond, as required herein, as a guarantee or indemnification.
- B. The ten percent (10%) security shall be forfeited if bidder fails to execute a contract with the Owner and furnish the Owner with a performance/labor and materials bond and the required certificates of insurance within ten (10) days after the contract is awarded. In the event of default and subsequent award of the contract to another bidder, the bidder shall be liable for the difference between the amount of its bid and the amount for which the Owner is obligated to pay on an award to another bidder, less the ten percent (10%) security.
- C. All Proposal Guarantees will be returned within ten (10) days after the Proposals have been opened, read and tabulated, except those of the three bidders for each divisions of the work who have bid the lowest total prices for performing the Project, and whose Proposals and other documents submitted therewith in all aspects comply with the requirements stated herein. The Proposal Guarantees of those bidders will be returned when the Contract is executed, or if not executed, when the matter has been disposed of by the Owner, however, except when the Proposal Guarantee has been forfeited as a Liquidated Damage.

1.15 CHALLENGE TO BID SPECIFICATION

- A. In accordance with N.J.S.A. 18A: 18A-15, any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the purchasing agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Owner or award of a contract.

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1.16 CONTRACT BONDS

- A. Proposition of Surety: Pursuant to N.J.S.A. 18A:18A-25, bids shall be accompanied by a Proposition of Surety assuring that satisfactory arrangements have been made between the Surety and the Bidder, by which the Surety agrees to furnish the Bidder with a Performance Bond, and a Payment Bond, each in the stated amount of one hundred percent of the Contract Sum, together with the required one-year Maintenance Bond. The Proposition of Surety shall be executed by an approved Surety Company authorized to do business in the State of New Jersey.
- B. The Bidder to whom Contract has been awarded shall furnish and deliver within ten (10) days after issuance of written "Letter of Intent" or date of "Notice of Award", a Performance Bond and a Payment Bond in the form as bound herewith. The Performance and Payment Bonds shall be in the amount of one hundred percent (100%) of the awarded contract amount. The surety on such bonds shall be a surety company and having a bond rating as noted in Section 006230 – Supplementary Conditions, paragraph 11.1.4 that are both satisfactory to the Owner and authorized to do business in the State of New Jersey. The bonds shall comply with the requirements of New Jersey law, specifically, N.J.S.A. 2A:44-143 et seq., and shall be in a form acceptable to the Owner's Attorney. The Performance and Payment Bonds shall be maintained in full force and effect until the Owner is satisfied that all unpaid claims against the bidder have been resolved.
- C. Prior to the start of the guarantee period and before final payment is made, the Bidder who is awarded a Contract shall provide the Owner with a Maintenance Bond, together with power of attorney, in the amount of the contract price to insure the replacement or repair of defective materials or workmanship for one (1) year from the date of issuance of the Final Certificate of Occupancy.
- D. The cost of Bonds shall be paid for by the Contractor.

1.17 POWER OF ATTORNEY

- A. Attorneys-in-fact who sign Bid Bonds, Contract Bonds, and Proposition of Surety must accompany with each bond or proposition, a certified and effectively dated copy of their power of attorney.

1.18 SALES TAX

- A. The Owner is exempt under the provisions of the New Jersey Sales and Use Tax Act and are not required to pay sales tax. Bidders will be expected to comply with the provisions of the Act and rules and regulations promulgated pursuant thereto to qualify them for exemptions with reference to any and all labor, service and materials supplied to or furnished in connection with the work to be performed.

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1.19 AWARD OF CONTRACTS

- A. The Owner reserves the right to reject any or all bids or to waive informality in the bidding if it is in its best interest to do so. The Owner reserves the right to reject the Bid of any Bidder who in the judgment of the Owner, and in accordance with the law, is not in position to perform the Contract.
- B. The lowest responsible bidder shall be determined in accordance with statute. The Owner shall have the right to determine which alternates, if any, shall be included in the final determination. The add or deduct amount of any alternates selected by the Owner shall be included in a consistent manner in all bid tabulations.
- C. A decision on whether the contract will be awarded, or rejected, and to whom it will be awarded shall be made within sixty (60) days from the date the bids are opened unless Owner and bidder(s) mutually agree to extend this time. The contract, if awarded, shall be awarded to the lowest responsible bidder. Whenever two or more bids are equal, the Owner has the absolute discretion to award the contract to either bidder.
- D. The Owner reserves the right to award the contract based upon the Base Bid alone or upon the combination of the Base Bid and various Alternates with Unit Prices calculated at the unit rate of measure indicated.
- E. All bid guarantees will be returned, upon request, within ten (10) business days after the bids have been opened. The bid guarantees of the three lowest bidders shall, however, be retained until either: (1) three (3) days after the contract is awarded and signed and the bidder's performance/labor and materials bond and insurance certificates are approved by the Owner, or (2) all bids are rejected by the Owner.
- F. If the lowest responsible bidder is not a resident of the State of New Jersey, then the bidders shall designate a proper agent in the State upon whom process may be served as a condition precedent for the awarding of the contract. If the lowest responsible bidder is not a corporation of the State of New Jersey, then the awarding of the contract and payment of consideration thereunder is conditioned upon the bidder submitting a valid Certificate of Authority to perform work in New Jersey with its bid and complying with the provisions of N.J.S.A. 14A:13-1 et seq.
- G. Upon notice of award of a construction contract, the owner will provide the contractor with Form AA-201, Initial Project Workforce Report. The contractor shall after notification of award, but prior to signing a construction contract, properly complete and submit an Initial Project Workforce Report, Form AA-201. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations of Affirmative Action. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and the Public Agency Compliance Officer. The Owner is required to retain the Affirmative Action evidence on file for review by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts.

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- H. The contractor must submit a properly completed Initial Project Workforce Report, Form AA-201. The completed form AA-201 must be submitted by the third (3rd) calendar day after notification of award. If a construction contractor does not submit Form AA-201 within the required time period, the Owner may extend the time period to the fourteenth (14th) calendar day. If by the fourteenth (14th) calendar day the Contractor does not submit the form, the Owner must declare the Contractor is non-responsive and award the contract to the next lowest responsible bidder or terminate the contract.

1.20 RECEIPTED BILLS FOR MATERIALS, ETC.

- A. It is hereby understood and agreed that no payments after the first payment shall be made by the Owner to any Contractor for materials delivered and accepted during any month covered by this contract or any work done or labor furnished during the same period, unless and until receipts and any and all other vouchers showing payment by the Contractor for materials and labor, including payments to subcontractor from the preceding payment to Contractor on the same basis set forth in the Certificate for Payment, having been filed with the Owner and annexed to the Certificate covering said payment applied for; anything to the contrary in any of the Contract Documents referred to herein notwithstanding.
- B. It is further agreed and understood that the Contractor will require all subcontractors within thirty (30) days after any payment is made to subcontractors to submit sufficient proof of payment, covering both labor and material men so that the Contractor is satisfied that no stop notices can be filed against him for any money due the subcontractor or their labor or material men.

1.21 RELEASE OF LIENS

- A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Owner a complete Release of all Liens arising out of this Contract and an affidavit that so far as he has knowledge or information, the releases include all labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Owner, to indemnify him against any liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

1.22 PROGRESS PAYMENTS

- A. The Owner reserves the right to withhold on account of subsequently discovered evidence, the whole or part of any monthly payment to such extent as may be necessary to protect against loss on account of defective work not remedied or any form of payment claims against the Contractor that may subsequently have accrued. The Owner shall withhold the retainage as prescribed N.J.S.A. 18A: 18A-40 et seq. and N.J.A.C. 19:30-3.5(a)(1).

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1.23 FINAL ACCEPTANCE

- A. The final acceptance shall not be binding or conclusive upon the Owner should it subsequently find that the Contractor has supplied inferior material or workmanship or has departed from the terms and conditions of its contract. Should such a condition appear the Owner shall have the right, notwithstanding, final acceptance and payment to cause the work to be properly done in accordance with the drawings and specifications at the cost and expense of the Contractor.

1.24 FORM OF AGREEMENT

- A. The contract shall be comprised of the Project Manual and Contract Drawings, any amendments and clarifications, diagrams, the bidding documents, Agreement between Owner and Contractor, General Conditions of the Contract, Supplementary Conditions of the Contract, Additional Conditions of the Contract and any addenda thereto and the Notice to Proceed. The bidder(s) to whom the contract is awarded shall, within ten (10) days of the Notice to Proceed, return an executed form of Agreement, prepared by the Architect, which form of Agreement shall incorporate the Contractor's bid and all of the contract documents and specifications.

1.25 TIME FOR COMPLETION/LIQUIDATED DAMAGES

- A. Work will commence within TEN (10) CALENDAR DAYS after issuance of written "Notice to Proceed" and be substantially completed in accordance with the Contract Documents and Contractors' Coordinated Construction Schedule for substantial completion of the entire Project (including a Certificate of Occupancy for the entire building) as indicated in (Section 011000 – Summary, Article 1.5 Work Phases). All time limits stated in the contract are of the essence.
- B. SINCE TIME IS OF THE ESSENCE, the contract conditions provide for the imposition of liquidated damages as defined in the Supplementary Conditions should the Contractor fail to complete the work pursuant to the contractual requirements.
- C. Since the actual damages suffered by the Owner are incapable of precise calculation, the contractor agrees that the following amount is a fair and reasonable method of measuring the damages suffered by the Owner for each calendar day the project is delayed.
- D. In the event the project is totally not completed as specified above, Contractor shall pay the Owner liquidated damages in the sums set forth in Supplementary Conditions, Article 8.4.1, for each calendar day that the project is delayed.

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1.26 PAYMENT SCHEDULE

- A. Upon the presentation of a duly executed voucher, the contract amount shall be paid within thirty (30) days of completion of the project, including the training sessions, and the production of the maintenance bond, manufacturer's warranty and release of lien.

1.27 WARRANTY

- A. In addition to the warranties set forth in the General Conditions contained herein, the Bidder warrants that the services to be rendered to the Owner shall be furnished in a workmanlike manner and in accordance with all applicable federal and state statutory requirements and administrative regulations.

1.28 INDEMNITY AND HOLD HARMLESS AGREEMENT

- A. The Contractor who is awarded a bid (Contractor) agrees to indemnify, defend, and hold harmless the Owner and its officers, directors, elected members, agents, consultants, Architect, Engineers, servants, employees, students, and volunteers from and against all claims, damages, losses, and expenses, including claims of negligent conduct by the Owner and its officers, directors, elected members, agents, servants, employees, students, and volunteers, including reasonable attorneys' fees, arising out of the performance of the work, which are (1) for bodily injury, illness, or death, or for property damage, including loss of use and (2) caused in whole or in part by the Contractor's negligent act or omission, or that of Contractor or subcontractor may be liable.

1.29 ASSIGNMENT

- A. Neither this Contract nor any part thereof shall be assigned by a Contractor to any person, firm, or corporation, without prior written approval of the Owner to such assignment. This provision shall not preclude the Contractor from subletting parts of the work to Subcontractors in accordance with general practices of the trade.

END OF SECTION 002110

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SECTION 004110 – FORM OF BID PROPOSAL

PROPOSAL OF:

THE UNDERSIGNED: \_\_\_\_\_  
(Name of Bidder)

signifies that (he) (they) (has) (have) examined the Contract Documents consisting of the Project Manual which includes Bidding and Contract Requirements, General Requirements and Specifications, as well as the Contract Drawings and all Addenda and (has) (have) familiarized (itself) (themselves) with all local conditions affecting the cost of the Work and existing conditions at the Site; and assumes all responsibility for delivering the Work complete in every detail, in accordance with the Contract Documents, as prepared by SPIEZLE ARCHITECTURAL GROUP, INC., 120 Sanhican Drive, Trenton, New Jersey, 08618, Commission No. 08K096 dated February 12, 2009 for complete construction of:

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BRICK TOWNSHIP HIGH SCHOOL  
346 CHAMBERSBRIDGE RD  
BRICK, NEW JERSEY 08723

FOR THE

BRICK TOWNSHIP BOARD OF EDUCATION  
101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724

NOTE: If written amount differs from the Numerical Figures, only the Written amount will be accepted as the correct BID. Bidders are also required to provide cost amounts for base bid, all alternate bids and all unit prices associated with the Contract or Contracts being bid. No conditions, limitations or provision may be placed on a bid.

SINGLE OVERALL CONTRACT BID

BASE BID \_\_\_\_\_ Dollars  
(To Be Written in Full)  
\$( \_\_\_\_\_ )  
(Figures)

ALTERNATE BIDS:

ALT. BID #1: Additional inclined wheelchair lift: State amount to be “**ADDED TO**” the base bid to install additional inclined wheelchair lift including all accessories, equipment, incidentals and associated costs as indicated, shown and specified.

ALTERNATE BID \_\_\_\_\_ Dollars  
(To Be Written in Full)  
\$( \_\_\_\_\_ )  
(Figures)

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Pursuant to P.L. 1999, Chapter 238, The Public Works Contractor Registration Act, effective April 11, 2000, Contractors performing public work are required to be registered with the Department of Labor and to possess a current, valid certificate by said department indicating compliance with the act for work subject to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) Bidders are required to submit copies of their certificate of registration as well as copies of each of its specialty subcontractors certificates with its bid. Any sub-subcontractors utilized by its subcontractors will have to be registered and validation will be the responsibility of the State. Sub-subcontractor certificates are not required to be submitted with the bids.

The Bidder must list the names of each of its specialty subcontractors for each trade noted below whose price was included in its Contract Bid. Substitutions of the specialty subcontractors under Contract working on this Project will not be permitted. For each of the specialty subcontractors listed below, the Bidder shall submit with its bid the subcontractor's DPMC Notice of Classification, Total Amount of Uncompleted Contracts, (Form DBC-701), and the Certification of No Material Adverse Change in Status Affidavit included in this Project Manual.

The bidder shall set forth the name or names of all subcontractors to whom the bidder will subcontract for each of the following specialty trades. Each of which subcontractors shall be qualified in accordance with N.J.S.A. 18A: 18A-18. For any trade to which the bidder will not subcontract indicate "No Subcontractor". Do not leave any subcontractor identification line below blank.

SUB-CONTRACTOR

SPECIALTY TRADE

\_\_\_\_\_

STRUCTURAL STEEL

\_\_\_\_\_

PLUMBING, DRAINAGE AND  
FIRE PROTECTION

\_\_\_\_\_

HEATING, VENTILATING  
AND AIR CONDITIONING

\_\_\_\_\_

ELECTRICAL

The undersigned affirms that the sums include all charges and expenses for the furnishing of all labor and materials for the erection, construction and completing the work in all respects in the manner and under the conditions specified.

The Bidder hereby acknowledges that he has received the following Addenda which shall become part of the Contract Documents as though originally incorporated therein.

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Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Bids must be accompanied by a Certified Check, Cashier's Check, or Bid Bond (together with a Consent of Surety) drawn to the Order of the **Brick Township Board of Education**, for not less than Ten Percent (10%) of the Maximum Base Bid for each Contract bid upon, but not to exceed \$20,000. Checks and/or Bid Bonds shall be submitted as a guarantee that in case the Contract is awarded to the Bidder within sixty (60) days after opening of Bid, the Bidder will within ten (10) days thereafter execute such Contract and furnish duly executed Contract Bond.

In consideration of receipt of the Bid by the aforesaid, **Brick Township Board of Education**, the Undersigned further agrees, if this Bid is accepted and it executes the Contract and delivers the performance and payment bonds within ten (10) days of the date of Notice of Award, or if this Bid is rejected, or if this Bid is not accepted within sixty (60) days of the opening thereof, then the Bid Security shall be returned to it: but if the undersigned after receiving the Notice of Award fails to execute the Contract, or fails to deliver the bonds, or fails to have an approved surety, then he will be considered as having abandoned its Bid, and the work may be awarded to the next lowest Bidder or may be re-advertised and re-let until Contract for same be accepted and executed. In the event of such default, the Certified Check or Cashier's Check or parties to the Bid Bond will be liable up to its full amount for the difference between the amount of its Proposal and that which the said Owner may be obligated to pay to the person or persons executing the Contract and any and all costs associated with re-bid if necessary. In the event of such default, the bidder shall be liable for the full amount of the difference between the amount of this Proposal and that which the Owner may be obligated to pay on an award to another Contractor and any and all costs associated with the re-bid, less the ten percent (10%) security which shall be forfeited.

If written notice of the acceptance of this Bid is mailed, facsimiled, or delivered to the undersigned within sixty (60) days after the opening thereof, or any time before the Bid is withdrawn, the undersigned agrees to execute and deliver a Contract within ten days after the Contract is presented to it for signature.

The Undersigned further agrees that should a Contract be awarded it, he will furnish bonds in form as included with the Project Manual, underwritten by a surety company and approved by the Owner and authorized to do business in the State of New Jersey, insuring fulfillment of all provisions of the Contract.

The Undersigned further agrees, if awarded a Contract, that he will start work within Ten (10) Calendar Days after receipt of written "Notice to Proceed" and shall be substantially complete in accordance with the Contract Documents.

A Liquidated Damage Clause is included in the Supplementary Conditions should the Contractor fail to complete work in the time stated.

In submitting this Bid, it is understood that the right is reserved by the **Brick Township Board of Education** to reject any and all Bids, or to take certain portions only, whichever is to its advantage.

The enclosed Forms, as noted below, are part of the Bid package and must be properly completed and submitted with Bid Proposal. Failure to provide any items noted below may cause disqualification of Bid Proposal in accordance with the law.

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BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

1. Form of Bid Proposal (Section 004110 Form)
2. Certified Check or Form of Bid Bond (Section 004320 Form)
3. Form of Proposition of Surety (Section 004325 Form)
4. Statement of Bidders Qualifications (Section 004510)
5. Form of Non-Collusive Affidavit (Section 004525 Form)
6. Stockholder Disclosure Statement (Use Section 004530 Part A or Part B as applicable)
7. Certification of No Material Adverse Change in Status (Section 004535 Form) (required for contracts greater than \$20,000.00)
8. Bidder's Certification Regarding Debarment, Disqualification, Suspension (Section 004540 Form)
9. Contractor's Certification and Consent (Section 004545 Form)
10. Contractor's Equipment Certification (Section 004550 Form)
11. Affirmative Action Language of Exhibit B and Affirmative Action Acknowledgment (Section 004560 Form)
12. NOTICE OF CLASSIFICATION form DPMC, as issued by the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC), (For contracts greater than \$20,000.00)
13. Notarized State of New Jersey Form (DBC 701) noting total amount of uncompleted contracts (For contracts greater than \$20,000.00)
14. Certificate by the Department of Labor indicating compliance with "The Public Works Contractor Registration Act" (P.L. 1999, c.238) for compliance with this Act.
15. Business Registration Certificate issued by the Department of Treasury, Division of Revenue.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this Proposal, or any other proposal or the submitting of proposals from the contract for which this proposal is submitted.

The Undersigned does further declare that no one other than herein named have any interest in this Proposal.

The Undersigned is:           An Individual           ( )

                                          A Partnership           ( )

                                          A Corporation           ( ) under the laws of the State of \_\_\_\_\_ Having  
Principal Office in the City of \_\_\_\_\_ County of \_\_\_\_\_ and  
the State of \_\_\_\_\_.

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The Statement of Bidder's Qualifications must accompany this proposal.

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

By \_\_\_\_\_

Title \_\_\_\_\_

Official Address (for mail) \_\_\_\_\_

\_\_\_\_\_

Official Address (for courier) \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Date \_\_\_\_\_

Fax No. \_\_\_\_\_

NOTE: DO NOT FAIL TO EXECUTE THIS OATH OR AFFIDAVIT:

AFFIDAVIT

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

SS:

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

\_\_\_\_\_  
(Name of Bidder or Bidders, or if Bidder is a corporation, name of Officer or Agent making Affidavit.)

being duly sworn, says that the several declarations and matters stated in the annexed estimate are in all respects true.

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I hereby certify that I am the \_\_\_\_\_ of the bidder submitting this proposal and that I am authorized to submit this bid on behalf of the bidder and that the information contained in all bidding documents submitted by the bidder is true and accurate. I further certify that the bidder and all subcontractors listed herein have sufficient means and experience to complete the work in accordance with the project specifications. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature of:

\_\_\_\_\_  
(Bidder, if Bidder is an Individual)

\_\_\_\_\_  
(Partner, if Bidder is a Partnership)

\_\_\_\_\_  
(Officer, if Bidder is a Corporation)

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

SEAL

Notary Public - State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

END OF SECTION 004110

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COMMISSION NO. 08K096

SECTION 004320 - FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

\_\_\_\_\_ as Principal, and \_\_\_\_\_

as Surety, are hereby and firmly bound unto the **Brick Township Board of Education**, in the penal sum of TEN PERCENT of amount of bid, not to exceed TWENTY THOUSAND and 00/100 (10% not to exceed \$20,000.00) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,

Signed this \_\_\_\_\_ day of \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for:

\_\_\_\_\_  
NOW, THEREOF, If said Bid shall be rejected, or, in the alternative,

If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the Agreement created by the acceptance of the Bid.

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

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

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

Principal: \_\_\_\_\_ (L.S.)

Surety: \_\_\_\_\_

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

STATE OF                    )  
                                  : SS:  
COUNTY OF                )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_, before me personally came

\_\_\_\_\_ to me known, who, being by me duly sworn, did dispose and say;

he resides in \_\_\_\_\_ that he is the \_\_\_\_\_

of the instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

\_\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission expires \_\_\_\_\_

END SECTION 004320.

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SECTION 004325 - FORM OF PROPOSITION OF SURETY

The \_\_\_\_\_  
(Name and address of surety)

\_\_\_\_\_ a corporation organized under the laws of the state of \_\_\_\_\_ and authorized to do business in New Jersey, hereby certify that application has been made to us by

\_\_\_\_\_  
(Name and address of Bidder)

\_\_\_\_\_ and satisfactory arrangements have been completed by which we have and do now agree to furnish a Performance Bond equal to 100% of the contract amount to ensure the faithful performance on the part of the Bidder of the terms and conditions of the contract and a Payment Bond to ensure the payment of all persons furnishing labor and materials in accordance with the contract and the accompanying Bid dated \_\_\_\_\_, 20\_\_ for all construction to complete

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346 CHAMBERSBRIDGE ROAD  
BRICK, NEW JERSEY 08723

FOR THE

BRICK TOWNSHIP BOARD OF EDUCATION  
101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724

of the terms and conditions of the Contract and the payment of all lawful claims according to the Contract Documents prepared therefore, on which said Bid is made. This proposition is made with the understanding that any change made in the Drawings, Project Manual, Agreements or quantities without the consent of the bondsmen, shall in no way vitiate the bond.

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Attorney-in-fact

Date \_\_\_\_\_

END SECTION 004325.

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COMMISSION NO. 08K096

SECTION 004510 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive.

This statement must be notarized. Attach separate letters where requested.

1. Name of Bidder: \_\_\_\_\_
2. Permanent Main Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. Phone Numbers, Fax Numbers, Email Address: \_\_\_\_\_  
\_\_\_\_\_
4. When Organized or Incorporated: \_\_\_\_\_
5. State where Incorporated: \_\_\_\_\_
6. Number of years engaged in the contracting business under your present firm or trading name?  
\_\_\_\_\_
7. General character of work performed by company. \_\_\_\_\_  
\_\_\_\_\_
8. Have you ever failed to complete any work awarded to your firm? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
9. Have you ever defaulted on a Contract? \_\_\_\_\_ If so, provide complete details, including  
where and why? \_\_\_\_\_
10. In the past three years, have there been any outstanding debts over 60 days to subcontractors or  
material/equipment suppliers for work in place of any of your contracts other than a maximum  
allowance of 10% for retainage? \_\_\_\_\_ If so, how much and  
why? \_\_\_\_\_  
\_\_\_\_\_
11. In the past three years, have there been any liens placed on any projects attributed to your  
contract or have there been any attempts to have any liens placed on any project attributed to  
your contract? \_\_\_\_\_ If so, explain the circumstances.  
\_\_\_\_\_  
\_\_\_\_\_

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COMMISSION NO. 08K096

12. Have all payments associated with past labor costs (workers compensation, benefits, etc.) been paid in full to the proper authorities as required by law or agreements? \_\_\_\_\_ If not, explain.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
13. Have you had any material adverse changes from the trades as listed in N.J. Notice of Classification within the last five (5) years? \_\_\_\_\_. If so, list previous classification.
- \_\_\_\_\_
14. Attach schedule of current projects under construction with gross contract amount and uncompleted dollar amount of each project and anticipated completion dates. \*\*
15. Attach schedule of major contracts including construction costs completed by firm within the last three (3) years. \*\*
16. Background and experience of principals of the firm. \*\*
17. List names of projects, architects/clients and phone numbers to contact for references for projects in progress or completed including at least three (3) years. \*\*
18. List Bank Reference: \_\_\_\_\_
- \_\_\_\_\_

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the proper agency? \_\_\_\_\_

19. List Trade References: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

**\*\* Attach separate sheets to this Statement of Bidders Qualifications Form with Bid Proposal**

Signature of:

\_\_\_\_\_  
(Bidder, if Bidder is an Individual)

\_\_\_\_\_  
(Partner, if Bidder is a Partnership)

\_\_\_\_\_  
(Officer, if Bidder is a Corporation)

ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print Name)

SEAL

Notary Public - State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

ATTACHMENT NO. 16

BACKGROUND AND EXPERIENCE OF PRINCIPALS OF THE FIRM

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STATEMENT OF BIDDER'S QUALIFICATIONS 004510-7

ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

SECTION 004525 - FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT  
(Prime Bidder)

State of \_\_\_\_\_)

) SS

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says: That he is

\_\_\_\_\_  
(An Individual, Partner or Officer of the Firm of)

the party making the foregoing Proposal or Bid, that such Proposal or Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or of any other Bidder, or to fix any overhead profit or cost element of said bid price, or that of any other Bidder, or to secure any advantage against the **Brick Township Board of Education** or any person interested in the proposed Contract, and that all statements in said Proposal or Bid are true.

Signature of:

\_\_\_\_\_  
(Bidder, if Bidder is an Individual)

\_\_\_\_\_  
(Partner, if Bidder is a Partnership)

\_\_\_\_\_  
(Officer, if Bidder is a Corporation)

ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

NOTARY PUBLIC \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

SEAL

Notary Public - State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

END SECTION 004525.

ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

SECTION 004530 – STOCKHOLDER DISCLOSURE STATEMENT  
(Contractor to complete Part A or Part B as applicable.)

PART A - CERTIFICATE AS TO CORPORATE PRINCIPAL/STOCKHOLDERS

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the Corporation named as Principal in the within Bond;  
that \_\_\_\_\_ who signed the said Bond on behalf of the Principal was then  
\_\_\_\_\_ of said Corporation; that I know his signature, and his signature  
thereto is genuine; and that said Bond was duly signed, sealed and attested to, for and behalf of said  
Corporation by authority of its governing body.

The following are the names and address of all Stockholders of the Corporation who own ten percent  
(10%) or more of the Stock of the Corporation.

| <u>Name and Home Address</u> | <u>Title</u> | <u>Percentage of<br/>Stock Owned</u> |
|------------------------------|--------------|--------------------------------------|
| _____                        | _____        | _____                                |
| _____                        | _____        | _____                                |
| _____                        | _____        | _____                                |
| _____                        | _____        | _____                                |
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| _____                        | _____        | _____                                |

NOTE: Should additional names be required, please list on a separate sheet.

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

(Partner) \_\_\_\_\_

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

ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

SECTION 004530 – STOCKHOLDER DISCLOSURE STATEMENT

PART B- CERTIFICATE AS TO PARTNER OR OWNER

I, \_\_\_\_\_ certify that I am a (Partner) (Owner) of the Firm trading as  
\_\_\_\_\_

The following are the names and address of all individuals who own ten percent 10%) or greater interest  
in the Firm:

| <u>Name and Home Address</u> | <u>Percentage of Interest</u> |
|------------------------------|-------------------------------|
| _____                        | _____                         |
| _____                        | _____                         |
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NOTE: Should additional names be required, please list on a separate sheet.

Signature:

\_\_\_\_\_  
(Partner)

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

END SECTION 004530.

ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

SECTION 004535 - CERTIFICATION OF NO MATERIAL ADVERSE CHANGE IN STATUS

TO THE BIDDER: This AFFIDAVIT must be submitted with your Bid.

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

SS:

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

TO: **BRICK TOWNSHIP BOARD OF EDUCATION**  
101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724

\_\_\_\_\_ being duly sworn, according to law, deposes and say that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required under Chapter 105, Laws of 1962 (N.J.S.A. 18A:18A-27-33 et seq.) as amended, except as set forth herein:

A statement as to financial ability, adequacy of plant and equipment, organization and prior experience of the Bidder and also such other pertinent material facts as may be deemed desirable as required by N.J.S.A. 18A:18A-28 has been submitted to the Department of Treasury within the last 12 months preceding the date set for opening bids of this Contract.

I (Bidder) certify, as required by N.J.S.A. 18A:18A-32, that subsequent to the latest such statement submitted by me (Bidder), there has been no material adverse change in qualification information except as set forth herein as follows:

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

\_\_\_\_\_ is classified by the State of New Jersey under Chapter 105, Laws of 1962, as amended. This Classification became effective \_\_\_\_\_, \_\_\_\_\_, and will expire \_\_\_\_\_, 20 \_\_\_\_.

Type of Contract/Trade Classified: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved Amount \$ \_\_\_\_\_.

ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

A copy of my valid and active Pre-Qualification/Classification Certificate from the Department of Treasury, Division of Property Management and Construction is attached.

The total amount of uncompleted work on contracts is \$ \_\_\_\_\_.

I hereby certify under penalty as provided by law, that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current limits.

\_\_\_\_\_  
(Signature)

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

NOTARY PUBLIC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

SEAL

Notary Public - State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

END OF SECTION 004535

ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

SECTION 004540 - BIDDER'S CERTIFICATION REGARDING  
DEBARMENT/DISQUALIFICATION/SUSPENSION

INSTRUCTIONS FOR CONTRACTOR CERTIFICATION REGARDING THE QUALIFICATION,  
DEBARMENT, SUSPENSION, AND DISQUALIFICATION OF PERSON(S) COVERING  
CONTRACT ADMINISTRATION

1. By signing and submitting Contractor Certification 004540-(2), the Contracting Firm is bound by the representations of this certification.
2. The Certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contracting Firm knowingly rendered an erroneous Certification, in addition to other remedies available to the Owner, the Owner may pursue available remedies, including qualification, suspension, disqualification and/or debarment.
3. The Contracting Firm shall provide immediate written notice to the Owner if at any time it learns that its Certification was erroneous by reason of changed circumstances.
4. The terms "debarment", "disqualification", "qualification" and "suspension", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and as defined in N.J.A.C. 6:20-7. You may contact the Brick Township Board of Education for assistance in obtaining a copy of those regulations.
5. The Contracting Firm agrees by submitting this Certification that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is qualified by classification, debarred, suspended, or disqualified from participation in this covered transaction.
6. The Contracting Firm further agrees by submitting this Certification that it will include the clause titled "Certification Regarding Qualification, Debarment, Suspension and Disqualification - Lower Tier Covered Transaction," without modification, in all subcontracts to this agreement as authorized by the Owner.

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SECTION 004540 - BIDDER'S CERTIFICATION REGARDING  
DEBARMENT/DISQUALIFICATION/SUSPENSION

CERTIFICATION REGARDING THE QUALIFICATION, DEBARMENT,  
SUSPENSION, AND DISQUALIFICATION OF PERSON(S)  
CONCERNING CONTRACT ADMINISTRATION

\*\*\*\*\*

I am \_\_\_\_\_ (Bidder or an Officer or Partner of the Bidder,  
and indicate which) of the Firm of \_\_\_\_\_  
(Name of Your Organization)

\_\_\_\_\_  
(State the Address of Your Organization)

CHOOSE ONE OF THE FOLLOWING

\*\*\*\*\*

( ) A. I hereby certify on behalf of \_\_\_\_\_  
(Name of Your Organization)

that, on the date and time of the bid, neither it nor its principals is/are included on the State Treasurer's, or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by the State or Federal Agency. If awarded the contract, the Bidder acknowledges and agrees to insert into all contracts with all Subcontractors and Subconsultants a clause stating that the Bidder, its Subcontractors or Subconsultants may be debarred, suspended or disqualified from contracting and/or working on the School Facilities Project if found to have committed any of the acts listed in N.J.A.C. 17:19-3.1 et seq. or 6:20-6.7 et seq.

Certify that it shall immediately notify the Owner, in writing, in the event the Bidder or any Subcontractor or Subconsultant appears on the Treasury's, or the Federal government's List of Debarred, Suspended or Disqualified Bidders.

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( ) B. I am unable to certify to any of the statements set forth in this Certification. I have attached an explanation to this form.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_.

NOTARY PUBLIC

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

SEAL

Notary Public - State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

END OF SECTION 004540.

## SECTION 004545 – CONTRACTOR CERTIFICATION AND CONSENT

STATE OF NEW JERSEY }  
COUNTY OF \_\_\_\_\_ } ss.

I am \_\_\_\_\_ (title or position) of the firm of \_\_\_\_\_, (the "Contractor") for the above-referenced School Facilities Project (the "School Facilities Project"). My firm has entered into a contract with the District (the "District") for the School Facilities Project with full authority to do so.

### A. No Gratuities

The Contractor has not offered or tendered, directly or indirectly, the payment of any fee, commission or compensation of any kind or the granting of any gift or gratuity of any kind, whether or not in connection with the purchase, sale, or contract, to any person in the employ of the District, having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the District, by or on behalf of any seller, supplier or provider of services, who has made, negotiated, solicited or offered to make any contract to sell or furnish real or personal property or services to the District. I further understand that it is a violation of law to offer, pay, or give to any employee of the District, any fees, commission, compensation, gift or gratuity for or because of any official act or a violation of any official duty. Any person who does so may be subject to punishment.

### B. No Collusion

The Contractor has not directly or indirectly entered into any agreement, participated in any collusion, bid rigging or otherwise taken any action in restraint of free, competitive bidding in connection with the School Facilities Project; the prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; the prices have not been knowingly disclosed directly or indirectly by the Contractor to any other bidder, unless otherwise required by law; and no attempt has been made by the Contractor to induce any other person or business entity to submit or not submit a bid for the purpose of restricting competition.

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C. No Discrimination

The Contractor 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 and gender identity or expression and has complied and will continue to comply with all State and Federal laws and Executive Orders respecting non-discrimination.

D. Prevailing Wage, Contractor and Business Registration

If applicable, the Contractor has complied and will continue to comply with the New Jersey Public Works Contractor Registration Act, P.L. 1999, c. 238, the business registration and use tax requirements of N.J.S.A. 52:32-44 as amended by P.L. 2004, c. 57, and the New Jersey Prevailing Wage Act, Laws of 1963, Chapter 150, and all amendments thereto, with respect to the School Facilities Project and any contracts related to school construction entered into on behalf of the District, the Corporation or the State, except those contracts not within the contemplation of these acts. The Contractor shall not hire any Subcontractor to perform any work on the School Facilities Project who is listed or is on record in the Office of the Commissioner, Department of Labor, as having failed to pay prevailing wages in accordance with the provisions of the New Jersey Prevailing Wage Act.

E. Prequalification

The Contractor certifies that the Contractor and the Subcontractors in the four branches listed in N.J.S.A. 18A:18A-18 are prequalified by the Department of Building and Construction (DPMC) and that, since the latest prequalification application was filed by the Contractor with the Department of Building and Construction (DPMC), there has been no change in any circumstance, condition or status that may adversely impact Contractor's prequalification with the Department of Building and Construction (DPMC). The Contractor certifies that it will immediately report to the Department of Building and Construction (DPMC) any change in the information provided by the Contractor in its prequalification application currently on file with the Department of Building and Construction (DPMC).

The Contractor certifies that it will immediately notify the Department of Building and Construction (DPMC) of any director, partner, officer, or employee of the Contractor, or of any shareholder owning 5% or more of the Contractor's stock, who:

1. Is the subject of investigation involving any violation of criminal law or other federal, state, or local law or regulation by any governmental agency; or
2. Is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
3. Is convicted of any crime under state or federal law, or of any disorderly persons offense or misdemeanor involving a business related offense.

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All statements contained in the Contractor's bid/proposal and this Certification and Consent are true and correct; and all such statements have been made with full knowledge that the District rely upon the truth of the statements contained in this Certification and Consent in providing payments to the District for the School Facilities Project pursuant to the Agreement.

Sworn and subscribed to before me

This \_\_\_\_\_ Day of \_\_\_\_\_ 200\_\_\_\_\_

By: \_\_\_\_\_  
Signature of Principal

(Name)

(Title)

Notary Public of

My commission expires: \_\_\_\_\_, 200\_\_\_\_\_.

END OF SECTION 004545.

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SECTION 004550 - CONTRACTOR'S EQUIPMENT CERTIFICATION

CERTIFICATION TO DEMONSTRATE THE CONTRACTOR'S ABILITY TO PERFORM THE  
WORK WITH THE NECESSARY EQUIPMENT REQUIRED

\*\*\*\*\*

I am \_\_\_\_\_ (an Owner, a Partner, or an Officer of the Company or Corporation  
and indicate which) of the Firm

\_\_\_\_\_  
(Name of the Firm)

\_\_\_\_\_  
(State the Address of the Firm)

CHOOSE ONE OF THE FOLLOWING

\*\*\*\*\*

( ) A. I hereby certify on behalf of \_\_\_\_\_  
(Name of the Firm)

that we are the actual Owner, Lessee or control all equipment necessary to perform the work  
of this Project.

( ) B. I hereby certify on behalf of \_\_\_\_\_  
(Name of the Firm)

that we are not the actual Owner or Lessee of the equipment necessary to perform the work of  
this Project. The source from which the equipment will be obtained is as follows: (Provide  
Names, Addresses and Telephone Numbers)

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

NOTE: Should additional Names, Addresses and Telephone Numbers be required, please list  
them on a separate sheet and attach to this document.

Certificates from the Owner or Person in control of the equipment clearly granting our Firm  
the control of the equipment required for such time as may be required to  
perform the work of this Project are included and attached to this Certification.

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---

(Signature)

---

(Typed Name and Title)

---

(Date)

END OF SECTION 004550.

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SECTION 004560 – AFFIRMATIVE ACTION LANGUAGE OF EXHIBIT B and AFFIRMATIVE  
ACTION ACKNOWLEDGMENT

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127)  
N.J.A.C.17:27

CONSTRUCTION CONTRACTS

During the performance of this Contract, the Contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, affectional or sexual orientation, gender identity or expression, disability, nationality 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; 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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; 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"

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members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 American 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:
  - (1) To notify the public agency compliance officer, 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 until such time as the workforce is consistent with the employment goal;

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- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 these requirements, however, are limited by the provisions of (C) below.
  - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
  - (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a women 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,

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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 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 AA201) 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 the Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code N.J.A.C. 17:27.

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AFFIRMATIVE ACTION ACKNOWLEDGMENT

Contractor hereby certifies compliance with all requirements of P.L. 1975 c. 127 (N.J.A.C. 17:27 et seq.), Affirmative Action Regulations - Exhibit "B" and N.J.S.A. 10:5-31.

No firm may be issued a Purchase Order or Contract with the State unless they comply with the Affirmative Action Regulations.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts an initial project workforce report (Form AA201) provided to the public agency by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts 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 of Contract Compliance and Equal Employment Opportunity in Public Contracts and to the public agency compliance officer.

\_\_\_\_\_  
(Name of Contracting Firm, Company or Corporation)

\_\_\_\_\_  
(Print Name of Highest Official)

\_\_\_\_\_  
(Signature of Highest Official)

\_\_\_\_\_  
(Title of Highest Official)

\_\_\_\_\_  
(Address of Contracting Firm, Company or Corporation)

\_\_\_\_\_  
(Date)

END SECTION 004560.

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BRICK TOWNSHIP BOARD OF EDUCATION  
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SECTION 005611 – FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_

as Principal and \_\_\_\_\_,

as Surety, are held and firmly bound unto the **Brick Township Board of Education**, Brick, Ocean County, New Jersey, in the penal sum of

\_\_\_\_\_ Dollars  
(Written Amount)

(\$ \_\_\_\_\_).

(Figures)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. THE CONDITION of the above obligation is such that whereas the Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the Brick Township Board of Education which said contract is made part of this bond, the same as though set forth herein:

NOW, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done performed according to the terms of said contract then this obligation shall be void, otherwise the same shall remain in effect. It being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

By accepting this obligation to ensure the faithful performance of the proper fulfillment of the Contract, the Surety agrees to all cost required to furnish additional manpower, materials, facilities, equipment as may be necessary to insure the prosecution and completion of the work in accordance of the phased substantial completion dates established in the Contract.

The Surety further agrees to reimburse and repay the Owner for all reasonable attorney's fees, additional consequential Architectural, and Engineering fees incurred by Owner resulting from the failure of faithful performance and proper fulfillment of the Contract.

The said Surety stipulates and agrees that no modifications, omissions or additions in or to terms of said contract or in or to the plans and specifications therefore, shall in anywise effect the obligations of said Surety on its bond.

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BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

This bond is given in compliance with the requirements of the statutes of the New Jersey in its respect to bonds of contractors on public works.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Signed by the Principal  
In the presence of

(SEAL)

\_\_\_\_\_  
(Principal)

Signed by the Surety  
In the presence of

(SEAL)

\_\_\_\_\_  
(Surety)

BY \_\_\_\_\_  
(Attorney-in-fact)

END SECTION 005611.

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BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

SECTION 005612 – FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_,

as Principal and \_\_\_\_\_,

as Surety, are held and firmly bound unto the Brick Township Board of Education, Brick, Ocean County, New Jersey, in the penal sum of

\_\_\_\_\_ Dollars  
(Written Amount)

(\$ \_\_\_\_\_).

(Figures)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. THE CONDITION of the above obligation is such that whereas the Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the **Brick Township Board of Education** which said contract is made part of this bond, the same as though set forth herein:

NOW, if the said \_\_\_\_\_ shall well and faithfully pay all firms or corporations for labor performed or materials, provisions, provender or supplies or teams, fuels, oil implements or machinery furnished, used or consumed in the carrying forward, performing or completion of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialmen, laborer, person, firm or corporation having a just claim, as well as for the obligee herein, then this obligation shall be void, otherwise the same shall remain in effect. The Surety shall fully indemnify and save harmless the Owners from all costs and damages which it may suffer by reason of the failure to pay all firms or corporations as required, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety stipulates and agrees that no modifications, omissions or additions in or to terms of said contract or in or to the plans and specifications therefore, shall in anywise effect the obligations of said Surety on its bond.

ADA UPGRADES  
BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in its respect to bonds of contractors on public works.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Signed by the Principal  
In the presence of

(SEAL)

\_\_\_\_\_  
(Principal)

Signed by the Surety  
In the presence of

(SEAL)

\_\_\_\_\_  
(Surety)

BY \_\_\_\_\_  
(Attorney-in-fact)

END SECTION 005612.

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BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

SECTION 005620 - FORM OF MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

\_\_\_\_\_ as Principal and

\_\_\_\_\_ as Surety, are held and  
firmly bound unto the **Brick Township Board of Education**, as Owner, in the amount of ONE  
HUNDRED PERCENT (100%) OF THE CONTRACT SUM.

\_\_\_\_\_  
(\$ \_\_\_\_\_)  
(100% of the Contract)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our  
heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal did on  
\_\_\_\_\_, \_\_\_\_\_, 200\_\_\_\_, enter into a Contract for:

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**BRICK TOWNSHIP HIGH SCHOOL**  
346 CHAMBERSBRIDGE RD  
BRICK, NEW JERSEY 08723

FOR THE

**BRICK TOWNSHIP BOARD OF EDUCATION**  
101 HENDRICKSON AVENUE  
BRICK, NEW JERSEY 08724

WHICH said Contract is made a part of this Bond as though set forth herein: NOW, if the said Principal  
shall remedy without cost to the Owner any defects which may develop during a period of One (1) year  
from the date established in the Final Certificate of Substantial Completion for the work performed under  
the said Contract, provided such defects, in the judgment of the Owner are caused by defective or inferior  
materials or workmanship.

The said Surety hereby stipulates and agrees that no modification, deletions or additions in or to the terms  
of the said Contract or the Drawings or Project Manual therefore shall in any way affect its obligation on  
this Bond.

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BRICK TOWNSHIP HIGH SCHOOL  
BRICK TOWNSHIP BOARD OF EDUCATION  
COMMISSION NO. 08K096

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

BY: \_\_\_\_\_ (S)

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address-Zip Code)

ATTEST:

\_\_\_\_\_  
(Surety)

BY: \_\_\_\_\_  
(Attorney-in-fact)

\_\_\_\_\_  
(Address - Zip Code)

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address-Zip Code)

END OF SECTION 005620.

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SECTION 006110 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Contract to be used for this Project will be the *1997 Edition* of AIA Document A101 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, with modifications set forth in Section 006130 - SUPPLEMENT TO THE FORM OF AGREEMENT included herein.

The *1997 Edition* of AIA Document A101 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR is included herein as reference. The actual agreement will include the provisions/modifications as noted in Section 006130 - SUPPLEMENT TO THE FORM OF AGREEMENT also included herein.

END OF SECTION 006110.

# **AIA® Document A101™ – 1997**

## **Standard Form of Agreement Between Owner and Contractor** **where the basis of payment is a STIPULATED SUM**

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_  
(In words, indicate day, month and year)

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

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

The Project is:  
(Name and location)

The Architect is:  
(Name, address and other information)

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than    days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

## ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

§ 4.3 Unit prices, if any, are as follows:

| Description | Units | Price (\$ 0.00) |
|-------------|-------|-----------------|
|-------------|-------|-----------------|

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the      day of a month, the Owner shall make payment to the Contractor not later than the      day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than      (      ) days after the Architect receives the Application for Payment.

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of      (      ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of      (      );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

*(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

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

## **§ 5.2 FINAL PAYMENT**

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

## **ARTICLE 6 TERMINATION OR SUSPENSION**

**§ 6.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

**§ 6.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

( ) per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**§ 7.3** The Owner's representative is:  
*(Name, address and other information)*

§ 7.4 The Contractor's representative is:  
(Name, address and other information)

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

#### ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows

| Document | Title | Pages |
|----------|-------|-------|
|----------|-------|-------|

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)  
Title of Specifications exhibit:

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)  
Title of Drawings exhibit:

§ 8.1.6 The Addenda, if any, are as follows:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

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COMMISSION NO. 08K096

SECTION 006130 – SUPPLEMENT TO THE FORM OF AGREEMENT

STANDARD AIA FORM

Work will be subject to provisions set forth by the American Institute of Architect's Standard AIA Document A101 "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR", 1997 Edition, Articles 1 thru 8 inclusive, which are hereby made a part of this Contract.

MODIFICATION OF AIA FORM A101

The following supplements modify, delete from, and/or add to AIA Form A101 "Standard Form of Agreement Between Owner and Contractor" as indicated by the following articles, paragraphs, etc. as noted below:

1. Following the title of the first page, delete the second paragraph in the right side margin "AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other General Conditions unless this document is modified."
2. Articles, or portions thereof, that are not specifically modified, deleted, or superseded hereby, remain in full effect.
3. The Form of Agreement also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, the Project Manual.

ARTICLE 5 – PAYMENTS

- 5.1.8 Following the text: "Reduction or limitation of retainage, if any, shall be as follows:" insert "None."

ARTICLE 7 – MISCELLANEOUS PROVISIONS

- 7.2 Delete the text of 7.2 and substitute the following: No Interest will be paid by the Owner for sums due and unpaid under the Contract.
- 7.6 Following the text: "Other Provisions:" insert "none":

END OF SECTION 006130.

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COMMISSION NO. 08K096

SECTION 006210 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The General Conditions for the Contract for Construction to be used for this Project will be the *1997 Edition* of AIA Document A201 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION included herein, together with modifications set forth in Section 006230– SUPPLEMENTARY CONDITIONS included herein.

END OF SECTION 006210.

# **AIA**® Document A201™ – 1997

## **General Conditions of the Contract for Construction**

for the following PROJECT:  
(Name and location or address):

THE OWNER:  
(Name and address):

THE ARCHITECT:  
(Name and address):

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

This document has been approved and endorsed by The Associated General Contractors of America

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 THE PROJECT MANUAL**

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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

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

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

### **§ 1.3 CAPITALIZATION**

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

### **§ 1.4 INTERPRETATION**

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

### **§ 1.5 EXECUTION OF CONTRACT DOCUMENTS**

**§ 1.5.1** The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

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

### **§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

**§ 1.6.1** The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

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

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

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 2.2.1** The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or

continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.2** Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

**§ 2.2.4** Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

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

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

**§ 2.4.1** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the

Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

**§ 3.2.2** Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

**§ 3.2.3** If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

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

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

### **§ 3.4 LABOR AND MATERIALS**

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

**§ 3.4.2** The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

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

### **§ 3.5 WARRANTY**

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

### **§ 3.6 TAXES**

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

### **§ 3.7 PERMITS, FEES AND NOTICES**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

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

**§ 3.7.3** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

**§ 3.7.4** If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.8 ALLOWANCES**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents:

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

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

### **§ 3.9 SUPERINTENDENT**

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

communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

**§ 3.11.1** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

**§ 3.12.6** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

### **§ 3.13 USE OF SITE**

**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **§ 3.16 ACCESS TO WORK**

**§ 3.16.1** The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

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

## **ARTICLE 4 ADMINISTRATION OF THE CONTRACT**

### **§ 4.1 ARCHITECT**

**§ 4.1.1** The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

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

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

### **§ 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 4.2.2** The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and

deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 4.2.3** The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 4.2.4** Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

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

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

#### § 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

**§ 4.3.7 Claims for Additional Time**

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

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

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

**§ 4.3.9** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES**

**§ 4.4.1 Decision of Architect.** Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

**§ 4.4.4** If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

**§ 4.4.5** The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

**§ 4.4.6** When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

**§ 4.4.7** Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 4.4.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

#### **§ 4.5 MEDIATION**

**§ 4.5.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

**§ 4.5.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

#### **§ 4.6 ARBITRATION**

**§ 4.6.1** Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.

**§ 4.6.2** Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

**§ 4.6.3** A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

**§ 4.6.4 Limitation on Consolidation or Joinder.** No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 4.6.5 Claims and Timely Assertion of Claims.** The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

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

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

### **§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

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

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

**§ 5.2.4** The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

### **§ 5.3 SUBCONTRACTUAL RELATIONS**

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

### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### **§ 6.2 MUTUAL RESPONSIBILITY**

**§ 6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

**§ 6.2.4** The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

**§ 6.3.1** If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 GENERAL**

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

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

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

### **§ 7.2 CHANGE ORDERS**

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

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

**§ 7.2.2** Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

- 1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 as provided in Section 7.3.6.

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

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

**§ 7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

- 1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- 3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- 4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- 5 additional costs of supervision and field office personnel directly attributable to the change.

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

**§ 7.3.8** Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

**§ 7.3.9** When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

#### **§ 7.4 MINOR CHANGES IN THE WORK**

**§ 7.4.1** The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

## **ARTICLE 8 TIME**

### **§ 8.1 DEFINITIONS**

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

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

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

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

### **§ 8.2 PROGRESS AND COMPLETION**

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

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

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

### **§ 9.2 SCHEDULE OF VALUES**

**§ 9.2.1** Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **§ 9.3 APPLICATIONS FOR PAYMENT**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to

payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;

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

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

## § 9.6 PROGRESS PAYMENTS

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

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

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

## § 9.7 FAILURE OF PAYMENT

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

## **§ 9.8 SUBSTANTIAL COMPLETION**

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

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

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

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

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

## **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

## **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in

the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**§ 10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

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

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

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

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

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

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

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

#### § 10.6 EMERGENCIES

§ 10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

#### § 11.2 OWNER'S LIABILITY INSURANCE

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### § 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Section 11.1.

#### § 11.4 PROPERTY INSURANCE

§ 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.4.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.4.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.4.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.4.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

## § 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 UNCOVERING OF WORK**

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

§ 12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract

Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

**§ 13.1.1** The Contract shall be governed by the law of the place where the Project is located.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

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

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 13.3 WRITTEN NOTICE**

**§ 13.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

### **§ 13.4 RIGHTS AND REMEDIES**

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

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

### **§ 13.5 TESTS AND INSPECTIONS**

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

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

#### § 13.6 INTEREST

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

#### § 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

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

1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
2. an act of government, such as a declaration of national emergency which requires all Work to be stopped;
3. because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work

by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

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

#### **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor:

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

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

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

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

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

#### **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

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

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

**§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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SECTION 006230 – SUPPLEMENTARY CONDITIONS

STANDARD AIA FORM:

Work will be subject to provisions set forth by the American Institute of Architect's Standard AIA Document A201 "General Conditions of the Contract for Construction", *1997 Edition*, Articles 1 thru 14 inclusive, which are hereby made a part of this Specification.

MODIFICATION OF AIA FORM A201

Modify, supplement and/or add the following articles, paragraphs, etc. as noted below:

ARTICLE 1 – GENERAL PROVISIONS

1.1 BASIC DEFINITIONS add the following:

- 1.1.2.1 Assignment of the Work: Neither this Contract nor any part thereof shall be assigned by a Contractor to any person, firm, or corporation, without prior written approval of the Owner to such assignment. This provision shall not preclude the Contractor from subletting parts of the work to Subcontractors in accordance with general practices of the trade.

ARTICLE 2 - OWNER

2.1 GENERAL add the following:

- 2.1.1.1 Prohibited Interests: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the Project shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall be directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.
- 2.1.1.2 Owner is to mean **Brick Township Board of Education**.
- Owner's authorized representative is to mean SPIEZLE ARCHITECTURAL GROUP, INC.

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2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 2.2.5 Delete the text of paragraph 2.2.5 and substitute the following: After award, the Contractor will receive three (3) sets of Drawings and Project Manuals free of charge. Additional sets may be furnished upon payment of reproduction costs.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK add the following:

- 2.4.2 If, in the opinion of the Architect, work to be corrected by the Owner is judged to be critical or time critical, the Architect, will inform the Owner and Contractor of the crucial nature of the work. Upon notification, the seven day periods noted in Article 2.4.1 will each be reduced to three days.

2.5 INSPECTION, CONDEMNATION AND REJECTION OF WORK AND MATERIALS (new section)

- 2.5.1 Pursuant to N.J.S.A. 18A:18A-44, the Owner reserves the right to inspect all goods and services provided or performed on the Project and condemn any goods or services which in its judgment do not conform to the specifications of the contract therefore.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL add the following:

- 3.1.1.1 Whenever the term "Contractor" is used in these Documents, it shall mean the Contractor with whom a Contract had been entered into for any of the various Contracts, unless noted otherwise.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR add the following:

- 3.2.1.1 If any errors, inconsistencies or omissions appear in the Drawings, Specifications, or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained during the Bidding Period, the Contractor shall within ten (10) days after receiving written "Notice to Proceed" notify the Architect in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, he will be responsible for the results of any such errors, inconsistencies or omissions and the cost of rectifying same. At the end of the ten (10) day period, Interpretations of this procedure shall be made by the Architect and its decision will be final.
- 3.2.1.2 Dimensions given at full-size or large-scale details shall take precedence over smaller scaled measurements. Discrepancies shall be referred to the Architect in writing for adjustments before any work affected thereby has been performed.

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- 3.2.1.3 Where compliance with 2 or more industry standards or sets of requirements is indicated on drawings or specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be the most costly) is intended and will be enforced. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect/Engineer in writing for a decision before proceeding. These may be shown on any plan, partial plan, in the Project Manual or in any Addenda. Information not shown on the drawings but included in the specifications, and vice versa, is included and required in the base bid Contract and shall be furnished and installed by the Contractor at no additional cost.
- 3.2.1.4 The general character of the detail work is indicated on drawings and in specifications. The term "similar" shall be used on the drawings in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work. Where on any drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to other like portions of the work. When a detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated. In case of differences between small and large scale drawings, the larger scale drawings shall take precedence. Any discrepancies shall be referred to the Architect for adjustment before any work affected thereby has been performed.
- 3.2.1.5 Since Contractor, as Bidder, was afforded the opportunity to visit the Project Site, Contractor shall be held responsible for cognizance and knowledge of existing features and conditions ascertainable by such site visit, and costs of the Work associated therewith.
- 3.2.4 If the Architect must prepare "responses to Contractor's Requests for Information" (RFI's) where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or Project correspondence or documentation the Owner will back-charge the Contractor for all costs associated with the additional Contract Administration Services provided by the Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES add the following:

- 3.3.2.1 All personnel or agents of the Contractor shall observe all rules and regulations in effect at the Owner's premises. Employees, agents and Subcontractors of the Contractor, while on the Owner's property, shall be subject to the control of the Owner, but under no circumstances shall such persons be deemed to be employees or agents of the Owner. The Contractor's personnel are required on a daily basis to report and sign in, at a location to be determined by the Owner, each time they report for service and sign out when leaving the premises. Nothing herein shall limit the Contractor's duty to provide onsite safety and to secure the site.

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- 3.3.2.2 Contractor's personnel are not to engage with any activities with the students, staff or other Owner's employees unless duly authorized to do so in writing by the Business Administrator or Superintendent. All contracted personnel are required to wear identification badges (Photo not required but preferred) identifying the individual and the firm for which they are employed. Contractors shall assume full responsibility for the actions of all personnel in their employ. Contractors shall maintain proper supervision of the work in progress at all times.
- 3.3.2.3 Contractor's personnel and agents are not to engage with any activities with the staff, personnel or agents of the Owner unless duly authorized to do so in a prior writing by the Owner's authorized representative. The Contractor's personnel and agents are required to wear identification badges identifying the individual and the firm for which they are employed. The Contractor shall assume full responsibility for the actions of all its personnel and agents in its employ. The Contractor shall maintain proper supervision of the work in progress at all times.
- 3.3.2.4 Contractor is required to provide background checks with fingerprinting performed within the last twelve months on all personnel who will be working on the project for Owners review and acceptance. The Contractor is responsible to pay all costs associated with this process. Background and Fingerprint checks can be provided through Sagem Morpho, Inc. (877) 503-5981, or other agency acceptable to the Owner.
- 3.3.2.5 All personnel and agents used by the Contractor for the performance of its work shall be properly trained and qualified for the type of work being performed and shall have the minimum ability and experience for its classification. The Owner reserves the right to reasonably refuse to accept services from any personnel. The Contractor shall provide evidence of qualifications for any personnel performing work under its contract upon request.
- 3.3.2.6 The Owner reserves the right to direct the removal from the site of any person, equipment and or entity which displays inappropriate behavior, including but not limited to, smoking, alcohol consumption, drugs, fighting, intimidating behavior, vandalism, theft, improper storage, improper or illegal acts, unfit persons etc.
- 3.3.2.7 Owner has the sole right to modify any and all security requirements at the Project Site.
- 3.3.4 The Contractor shall locate benchmarks and establish primary lines, levels and plumb. The Contractor shall be responsible for layout, grades, and lines specifically relating to its work. It will verify all grades, lines, levels, and dimensions shown on the Drawings, and report any discrepancies or inconsistencies in the above in writing to the Architect before commencing work. The Contractor shall carefully protect benchmarks, surveyor's stakes, etc. from displacement or removal. The Contractor shall perform this work in an orderly and timely manner in order for all other Contractors to perform their work in an orderly manner and without delay.

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3.4 LABOR AND MATERIALS add the following:

- 3.4.4 Insofar as practical or required to obtain a full warranty, except as otherwise specified or shown, the material or product of one Manufacturer shall be used throughout the work for each specified purpose.
- 3.4.5 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in strict accordance with the Manufacturer's written instructions. Should such directions conflict with the Specifications, the Contractor shall request (in writing) clarification from the Architect before proceeding.
- 3.4.6 All workmanship, equipment, materials, and articles incorporated in the work are to be of the best grade of their respective kinds for the purpose. Where equipment, materials or articles are referred to in the Specification as "equal to" any particular standard, the Architect shall decide the question of equality. Contractor shall immediately furnish to the Architect for its approval the name of the Manufacturer of machinery, mechanical and other equipment which he contemplates installing, together with their respective performance capacities and other pertinent information to avoid delays. When required, Contractor shall furnish, for the Architect's approval, full information concerning materials, or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when and as directed. Machinery, equipment, materials and articles installed or used without such written approval shall be at the risk of subsequent rejection.
- 3.4.7 No previous inspection or certificate of payment shall be held as an acceptance of defective work or materials or to relieve Contractor from the obligation to furnish sound materials and to perform good satisfactory work. The Architect shall be the sole judge of the materials and work furnished.
- 3.4.8 If the Architect deems it inexpedient to correct defective work not otherwise performed or completed in strict accordance with the Contract Documents, the difference in value between such work and that of the work, materials and conditions as specified, together with a fair allowance for damage shall be deducted from the Contract price.
- 3.4.9 Should the Contractor wish to substitute a specified item, Contractor will submit a completed Matrix Form as provided in Section 009000 – PROJECT FORMS prior to the Architect/Engineer's consideration of a substitution.

3.5 WARRANTY add the following:

- 3.5.2 Contractors shall fully warranty all material and workmanship for the entire project for one calendar year from the established date of substantial completion of the entire Project and acceptance by Owner unless otherwise indicated. This will apply to materials and equipment such as HVAC equipment that may begin use prior to the established date of substantial completion such as HVAC equipment used for the purpose of providing temporary heat.

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- 3.5.3 During the eleventh month after the date of substantial completion of the work, the Owner, Architect, and the Contractor shall review the work to confirm the requirements of the Contract have been satisfied. Any corrective work necessary will be addressed at that time, prior to expiration of the warranty. The requirement will not modify any of the Contractor's obligations relative to warranties that are in effect for a period greater than one year.
- 3.6 TAXES add the following:
- 3.6.2 The Owner is exempt under the provisions of the New Jersey Sales and Use tax Act and is not required to pay sales tax. Bidders are expected to comply with the provisions of the Act and rules and regulations promulgated pursuant thereto to qualify for exemptions with reference to any and all labor, service and materials supplied to or furnished in connection with the work to be performed. New Jersey State Sales and Use Tax on labor, service and materials provided by the Contractor, its Subcontractors and suppliers used in this Project shall not be included in its Bid.
- 3.7 PERMITS, FEES AND NOTICES add the following:
- 3.7.1.1 The Contractor will be responsible to fill out and pay for all permits and pay for any Bonds required by the local Building Official and Municipality.
- 3.9 SUPERINTENDENT add the following:
- 3.9.2 The number of necessary assistants to the superintendent shall be such that work in progress shall be adequately supervised by the Contractor's superintendent or one of its assistants. If, in the Architect's opinion, the quality or progress of work is adversely affected by lack of adequate supervision, the Contractor shall increase the number of supervisory personnel at no increase to the Contract sum.
- 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES modify 3.10.1 and add 3.10.1.1 and 3.10.1.2 as follows:
- 3.10.1 The Contractor shall, within fifteen (15) calendar days after issuance of Notice to Proceed, prepare and submit for the Owner's, and Architect's information an estimated, coordinated, detailed, Construction Schedule detailing logic, tasks and durations along with a detailed submittal schedule in accordance with Article 3.12.12, for work of the entire Project. The Construction Schedule shall be prepared using scheduling software program acceptable to the Architect in accordance with Section 013200 Construction Progress Documentation or approved equal. SEVEN (7) calendar days after the Architect and receive the Contractor's Construction Schedule, the President of the Contracting Company or Corporation, the Architect shall meet to review, coordinate and sign off on an agreed upon Contractor Construction Schedule. The schedule shall not exceed time limits current under the Contract Documents for substantial completion of phases and that of the entire Project. The Contractor's Construction Schedule shall be updated at least every 30 calendar days or updated as often as deemed necessary by the Architect. Upon 4 working days of such request by the Architect, the Contractor shall submit a revised and updated Contractors' Construction Schedule. The updated Contractors' Construction

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Schedule will be reviewed at each Job Meeting and the Contractor is required to have a representative present at the Job Meeting with written authorization from the President of the Company or Corporation to review, agree upon and sign-off on any approved and agreed upon changes to the updated Contractor's Construction Schedule. Failure by the Contractor to provide timely input or not correcting the scheduled update in the time required shall result in a reduction in such Prime Contractor's Contract Amount of FIVE HUNDRED (\$500.00) DOLLARS per each occurrence as liquidated damages. In addition, payment to any such Prime Contractor may result in the withholding of payments to such Contractor, and in the liability of such Contractor for liquidated damages for the failure of the Project to be completed within the designated time. All Prime Contractors shall be jointly responsible for meeting the overall Project's phased completion dates and overall substantial completion date. Any acceleration of the Contractor's Construction Schedule shall be agreed upon and approved by the Architect.

3.10.1.1 In the absence of a signed change order approving an extension of time, all Contractor Construction Schedule updates must show substantial completion date consistent with the date required in paragraph 8.1.5 of these Supplementary Conditions. Changes in logistics or duration shall not be made, except for good cause, and shall not result in an extension of the time for substantial completion. In the event certain aspects of the work fall behind the Contractor's Construction Schedule, the Contractor shall develop a recovery plan to revise logistics, add manpower resources to reduce durations, expedite procurement or advance start of activities, to get the project back on a schedule that will assure completion in accordance with the substantial completion date which shall be agreed upon and approved by the Architect.

3.10.1.2 All work that may, as determined by the owner and/or Architect, be disruptive or interfere with sanitary conditions, plumbing, HVAC or electrical operations or the safety or activities of the building's occupants and/or may include noisy work shall be performed after academic/business hours, on weekends, and/or holidays so as not to interfere with scheduled activities and public safety at no additional cost to the owner. In the event the Contractor does not meet the substantial completion date, the Contractor shall be responsible for fully cleaning each room it is working in at the end of the day to the owner's satisfaction so the room can be used for scheduled activities the following day. In the event the rooms are not cleaned to the owner's satisfaction, the owner will clean the room(s) as deemed necessary prior to the next regularly scheduled opening of operations for the next academic/business day and deduct all associated costs of cleaning from the contract amount.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES add the following:

3.12.6.1 Submittals that require coordination with other products and other trades, such as, doors, frames, entrances, hardware, security programs, alarms, etc. shall be submitted together as a coordinated package or they will not be reviewed by the Architect. Coordination of all items is the responsibility of the Contractor. Contractor will replace non-compatible components to the Architect's satisfaction at no additional cost.

3.12.11 Reference to procedures concerning Submittals shall be construed to incorporate all submittals including Contractor's Submittal Schedule of all products (to be received by

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the Architect within 30 days of Notice to Proceed as indicated in article 3.10.1), Submittal Matrix (for substitute products and materials and included in Section 009000 Project Forms), Manufacturer's published literature, shop drawings, samples, concrete mix, design and other data. Each submittal is required to be accompanied by a fully completed submittal cover sheet, Section 009000 – Project Forms, Form 009310 – Submittal Cover Sheet, included in the Project Manual.

- 3.12.12 Submittal Schedules shall be prepared and incorporated into the Contractor's Construction Schedule as indicated in article 3.10.1 and Section 013300 – Submittal Procedures. Contractor shall include the following considerations when preparing the submittal schedule so that approved products are at the project site ready for installation in accordance with the time established in the Contractors' Construction Schedule to avoid delays.
- (a) Time frame when the item is needed at the Project.
  - (b) Time necessary to produce the product.
  - (c) Lead time required to prepare the submittal.
  - (d) Time required for the Contractor to review, approve, sign and date the submittal.
  - (e) Time for the Architect and its Engineer to review the submittal.
  - (f) Time for the Architect and its Engineer or the Owner's consultants to review the submittal.
  - (g) Number of Prime Contractors and Subcontractors affected by the information contained in the submittal.
  - (h) Time necessary to correct and resubmit if original submittal is not approved.
  - (i) Submittal of all color samples within adequate time for review, selection and coordination with other products requiring earlier installation and/or longer lead times for ordering.
  - (j) Grouping of related submittals for coordination.
  - (k) All color samples for finish work shall be submitted within fifteen (15) calendar days after issuance of a Notice to Proceed for review, coordination and approval by the Architect.
- 3.12.13 Submittals shall indicate materials, dimensions, seismic bracing in accordance with IBC International Building Code 2006, New Jersey Edition for Architectural, Mechanical and Electrical Component Seismic Design Requirements, and job conditions, including clearances required in relationship with the work of their trades. Contractor shall be responsible for verification of existing conditions and coordinating with the work of other trades. Drawings shall be of sufficient size and drawn to sufficient scale to clearly show all details.
- 3.12.14 Submittals shall indicate compliance with seismic design requirements in accordance with IBC International Building Code 2006, New Jersey Edition for Architectural, Mechanical and Electrical Component Seismic Design Requirements. Provide seismic calculations signed and sealed by a Professional Engineer licensed in the state where the Project is located as required.
- 3.12.15 Submittals of Shop Drawings and other data, where possible, shall be submitted in the form of reproducible transparency, maximum 30" x 42" in size. Catalog and other printed

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matter shall be submitted in four (4) copies, except five (5) copies where Engineering Consultants are concerned. Each reproduction transparency shall be accompanied by three (3) white prints, except four (4) white prints where Engineering Consultants are concerned.

- 3.12.16 Material Safety Data Sheets (MSDS): Submit Material Safety Data Sheets directly to the Owner; do not submit to the Architect/Engineer unless otherwise indicated. Architect/Engineer will not review submittals that include MSDS and will return entire submittal for resubmission.
- 3.12.17 In accordance with N.J.S.A. 18A:18A-20, "American goods and products to be used wherever possible", only manufactured and farm products of the United States, wherever available, shall be used in this project.
- 3.12.18 Submittals shall contain the Contractor's stamp of approval, signed and dated by the Contractor, prior to submission to the Architect. Such stamp of approval by the Contractor shall be confirmation that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals. The Contractor shall also note in writing to the Architect, all deviations to the Contract Documents. Submittals will not be reviewed by the Architect/Engineer unless they contain such a stamp containing the words "Reviewed and Approved" accompanied by the Contractor's signature and date.
- 3.12.19 Architect's review is for general conformance with the Design Concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with all requirements of the Project Manual, Drawings, and Addenda. No departures there from, are to be considered as authorizing extra work or relieving the Contractor of work required within the contract. The Contractor remains responsible for materials, dimensions, details and accuracy for confirming and correlating all quantities and dimensions, and warranty/guarantee requirements and other conditions of the contract, etc. for selecting fabrication process and techniques of assembly, for performing this work in a safe and satisfactory manner, and of coordinating this work with that of all other trades.
- 3.12.20 When brand, make, quality, etc., is not specified definitely, Contractor shall submit written documentation to the Architect for the particular kind of brand which he desires to use, altering or substituting others if not satisfactory.
- 3.12.21 If a substitution submittal differs from the design intent of the Contract documents, and all associated modifications to the design intent are not identified and included with the submission, all consequential additional costs associated with the substitution including, but not limited to, modifications to existing and new construction, building structure, plumbing, HVAC, electrical systems and all other modifications to not yet constructed work shall be borne by the contractor.

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- 3.12.22 Consequential Substitution Impact Fees: If the Contractor makes, or causes to be made, due to impact from approval of substitutions of other than specified equipment and components, any substantial change in the form, type, system, and details of construction from those indicated in the Contract Documents, the Contractor shall be responsible for payment of all impact costs arising from such changes. Impact costs include, but are not limited to, any additional costs to the Owner inclusive of Architectural, Engineering and Attorney fees, Code Review and Permit fees as well as all documented impact costs borne by others resulting from such substitutions. Impact cost shall also include associated re-design, demolition and re-construction work, additional new construction work as may be required and compliance with and maintenance of existing warranties, etc.
- 3.13 USE OF SITE add the following:
- 3.13.2 The Contractor shall use the site in a manner that will cause minimum interference and maximum safety to the occupants of the building and the general public. The Contractor must have prior approval of the Architect and Owner for locations of stored materials, access trailer locations, etc.
- 3.13.3 The Contractor may work weekdays, evenings, nights, weekends, and holidays. Evenings, nights, weekend and holiday work is subject to regulations and requirements of local ordinances and also requires prior approval from the Owner.
- 3.13.4 In addition to site utilization limitations and requirements shown on Drawings and indicated by other Contract Documents, The Contractor shall administer allocation of available space within Construction area shown equitably among other entities needing access and space, to produce best overall efficiency in performance of total work of Project. The Contractor shall schedule deliveries to minimize time and space requirements for storage of materials and equipment on site.
- 3.15 CLEANING UP add the following:
- 3.15.3 The Contractor, with whom the Owner has a direct Contract, shall be held responsible for removal of all its debris and excess material. The Contractor shall be responsible for keeping the overall Project construction area, streets, sidewalks and adjacent property clean, free of debris, dirt, unusable materials, garbage, etc. at all times until the Project is accepted by the Owner.
- 3.18 INDEMNIFICATION add the following:
- 3.18.1.1 For purposes of Indemnification, the Owner shall be considered to be the **Brick Township Board of Education**.
- 3.18.1.2 The Indemnification obligations of the Contractor shall be deemed to include the indemnification obligations of the Contractor's subcontractors and suppliers.
- 3.18.3 To the fullest extent permitted by law, the Contractor shall indemnify, protect, defend and save harmless the **Brick Township Board of Education**, as well as their respective

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agents, servants, officers, directors, and employees, from and against any loss, damage, injury, cost or expense; and from and against any Claim, demand, liability, lawsuit, judgment, action or other proceeding arising, to rise from, in connection with, or as a result of any of the following:

- 3.18.3.1 the acts or omissions of the Contractor, its agents, servants, officers, employees, subcontractors, subconsultants or any other person working at the Contractor's request, subject to its direction, or on its behalf;
- 3.18.3.2 the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from performance of the work or delivery of deliverables by the Contractor, its agents, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Contractor's request, subject to its direction, or on its behalf;
- 3.18.3.3 any negligence, default, breach, or errors or omissions of the Contractor, its agents, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Contractor's request, subject to its direction, or on its behalf;
- 3.18.3.4 violation or non-compliance with federal, state, local, municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act, OSHA, Environmental Protection Act) arising from the performance or non-performance of; or arising out of conditions created or caused to be created by, the Contractor, its agent, servants, officers, employees, subcontractors, subconsultants, or any other person acting at the Contractor's request, subject to its direction, or on its behalf; and
- 3.18.3.5 the use of copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the work.
- 3.18.4 The Contractor's indemnification obligation is not limited by, but is in addition to the insurance obligations contained in the contractual documents.
- 3.18.5 The Contractor agrees that any approval by the Owner of the work performed, and/or reports, plans, or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor under the contractual documents; and that the Owner assumes no obligations to indemnify or save harmless the Contractor, its agents, servants, officers, employees, subcontractors, subconsultant, against all claims that may arise out of its performance or nonperformance under the contractual documents; and that the provisions of this indemnification clause shall in no way limit the Contractor's obligations under the contractual documents, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the contractual documents or otherwise at law or equity.
- 3.18.6 The provision of this section shall survive the termination of the contractual documents.

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3.19 REDESIGN (new article).

- 3.19.1 If the Contractor makes, or causes to be made, due to approval of substitute equipment or otherwise, any substantial change in the form, type, system and details of construction from those shown on the Drawings including, submission of approved shop drawings where changes to the original design were not brought to the Architect's attention in writing at the time of submission, it shall pay for all costs arising from such changes. The Contractor shall pay all Architectural and Engineering fees required to check the adequacy of such changes. Any changes or departures from the construction and details shown shall be made only after written approval from the Architect.

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

Add the following subparagraph:

- 4.2.4.1 The Contractor is required to have a representative available at all times to answer the telephone between the hours of 8:00 A.M. and 5:00 P.M. If business phones cannot be answered in person during these hours, the President of the Company or Corporation shall provide the Architect with its home phone number and cellular phone number. Failure of the Contractor to comply with this requirement will be cause for rejection of the Contractor's Application and Certificate for Payment.
- 4.2.4.2 Any correspondence (mail, delivery service, facsimile, e-mail, etc.) received after 4:00 PM prevailing time (the end of the business day) will be recognized as being received on the beginning of the next business day, Saturdays, Sundays, or holidays excepted and correspondence received on Saturdays, Sundays, and holidays will be recognized as received on the beginning of the next business day.
- 4.2.7 Add the following subparagraph:
- 4.2.7.1 Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to Manufacturers' or Vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard, and any material article, or equipment of other manufacturers and vendors which will perform adequately equal to or better than, the duties imposed by the general design, will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect of equal or better substance and function. The material, article or equipment so proposed shall not be purchased or installed by the Contractor without the Architect's written approval.
- 4.2.7.2 No brand, make, kind or quality of materials shall be used until it has been submitted along with a submittal matrix to and approved by the Architect, whose decision shall be final and binding on all parties. When requested, such submission shall be before the signing of the Contract. A sample copy of the Submittal Matrix is attached at the end of this section. A blank copy for Contractor's use is included in Section 009000 – PROJECT FORMS for Contractor's use.

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- 4.2.7.3 The acceptance of any material or method shall be understood as an acceptance only insofar as conforming to Specification requirements, and not as an absolute acceptance without respect to the requirements of the Specifications.
- 4.2.7.4 The typical time frame is three weeks for the Architect to review, and four weeks for the Architect and Engineer to review when an Engineer is also involved in the review.

4.3 CLAIMS AND DISPUTES add the following subparagraphs:

- 4.3.4 Claims for Concealed or Unknown Conditions: In condition (1) add the words "elevational, dimensional" before the words at the beginning of the sentence.
- 4.3.4.1 No adjustment in Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's (i) prior inspections, tests, reviews, and pre-construction services for the Project, or (ii) inspections, tests, reviews, and pre-construction services that the Contractor had the opportunity to make or should have performed in connection with the Project.
- 4.3.9.1 Quantities of Estimate: Wherever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this Contract are shown in any of the Documents including the Proposal, they are given for use in comparing Bids, and the right is expressly reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonable necessary or desirable by the Owner to complete the work contemplated by this Contract and such increase or diminution shall in no way invalidate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

- 4.4.5 Delete existing language and substitute the following:

The Architect will recommend approval or rejection of Claims by written decision, which shall state the reasons therefore and which shall, if the Claim is recommended for approval, notify the parties of any change in the Contract Sum or Contract Time or both.

- 4.4.6 Delete subparagraph 4.4.6.

4.5 MEDIATION

Delete entire paragraph and subparagraphs 4.5.1 through 4.5.3 and replace with the following:

- 4.5.1 The parties shall attempt to resolve any outstanding Claims by good faith discussions and negotiations, and shall cooperate in the exchange of information and positions related to such Claims. The parties may agree to third party mediation if such negotiations are

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unsuccessful. Resolution(s) to claims shall be in accordance with the Contract Conditions and Requirements contained within and based on the Contract Documents and not on other conditions and requirements not previously agreed upon at the time of signing of the Contract.

4.6 ARBITRATION

Delete this Article titled "Arbitration" and all references to Arbitration as set forth in A.I.A. Document A201, as this article is hereby deleted from the said document and this agreement. All references to arbitration and arbitrators shall be replaced with "mediation" and "mediators" respectively.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK add the following:

- 5.2.1.1 The Contractor shall furnish to the Owner through the Architect at one time the names of all persons and/or entities with whom the Contractor is subcontracting to perform portions of the work within twenty (20) calendar days after being awarded a contract.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND AWARD SEPARATE CONTRACTS

- 6.1.3 Delete existing language and insert the following:

See other provisions of the Contract relating to coordination including, but not limited to, Supplementary Conditions subparagraph 3.10.1, relating to Construction Schedules.

6.2 MUTUAL RESPONSIBILITY add the following:

- 6.2.6 Should the Contractor cause damage to the work or property of any other Contractor on the project, the Contractor shall, upon due notice, promptly settle with such other Contractor by agreement or otherwise resolve the dispute. If such other Contractor sues or institutes arbitration proceedings against the Owner on account of any damage alleged to have been sustained, the Contractor shall indemnify and hold harmless the Owner and defend such proceeding at its own expense, and if any judgment against the Owner arises therefrom, the responsible Contractor shall pay or satisfy it and shall reimburse the Owner for any Architect's, Engineer's, and Attorney's fees and Court costs which the Owner has incurred.
- 6.2.7 The Contractor shall be responsible for proceeding with work in a manner that will not void any and all guarantees and warranties held by the Owner on the existing systems and facility. The Contractor shall include in its Bid sufficient cost to hire a representative of the Manufacturer or Contractor covering a warranty or guaranty on existing materials to advise on, and oversee work being done that affects these warranties and guaranties so as

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not to void existing warranties and/or guaranties. The Contractor shall comply with the Manufacturer's/Contractor's representative's requirements to maintain guaranties and warranties intact.

ARTICLE 7 - CHANGES IN THE WORK

7.2 CHANGE ORDERS add the following:

7.2.3 The maximum allowable overhead and profit percentages, given at the end of this paragraph, shall be considered to include, but not limited to, use of small tools, incidental job burdens, and general office expense, engineering, cleaning, transportation, and all other conditions referenced within the Contract Documents. No percentages for overhead and profit will be allowed on employment taxes under FICA and FUTA that will be based on Contractor's last quarterly 941 form. The percentages for overhead and profit may vary according to nature, extent, and complexity of the work involved, but in no case shall exceed the following:

7.2.3.1 For all (extra or deleted) work by the Contractor's own forces, the gross (cost or credit) to the Owner shall include the net cost of the work of the contractor plus an allowance for overhead and profit not to exceed 10 % of the net cost.

7.2.3.2 For all (extra or deleted) work performed by a Subcontractor, the gross (cost or credit) to the Owner shall include the net cost of the work of the Subcontractor plus an allowance for overhead and profit not to exceed 10 % of the net cost, plus the Contractor's overhead and profit not to exceed 5% of the Subcontractor's net cost. In no case shall the total allowance for the overhead and profit exceed 15 % of the net cost of the work including all lower tiered Sub-subcontractors.

7.2.3.3 When credits are involved, documented cancellation and/or restocking charges may be included.

7.3 CONSTRUCTION CHANGE DIRECTIVES add the following:

7.3.10 The maximum allowable overhead and profit percentages, given at the end of this paragraph, shall be considered to include, but not limited to, use of small tools, incidental job burdens, and general office expense, engineering, cleaning, transportation, and all other conditions referenced within the Contract Documents. No percentages for overhead and profit will be allowed on employment taxes under FICA and FUTA that will be based on Contractor's last quarterly 941 form. The percentages for overhead and profit may vary according to nature, extent, and complexity of the work involved, but in no case shall exceed the following:

7.3.10.1 For all (extra or deleted) work by the Contractor's own forces, the gross (cost or credit) to the Owner shall include the net cost of the work of the contractor plus an allowance for overhead and profit not to exceed 10 % of the net cost.

7.3.10.2 For all (extra or deleted) work performed by a Subcontractor, the gross (cost or credit) to the Owner shall include the net cost of the work of the Subcontractor plus an allowance

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for overhead and profit not to exceed 10 % of the net cost, plus the Contractor's overhead and profit not to exceed 5% of the Subcontractor's net cost. In no case shall the total allowance for the overhead and profit exceed 15 % of the net cost of the work including all lower tiered Sub-subcontractors.

- 7.3.10.3 When credits are involved, documented cancellation and/or restocking charges may be included.

ARTICLE 8 - TIME

8.1 DEFINITIONS

- 8.1.5 Work will commence within TEN (10) CALENDAR DAYS after issuance of written "Notice to Proceed" and be substantially completed in accordance with the Contract Documents and Contractors' Coordinated Construction Schedule for substantial completion of the entire Project (including a Certificate of Occupancy for entire building) as indicated in Section 011000-Summary, Article 1.5 Work Phases. All time limits stated in the contract are of the essence.

8.2 PROGRESS AND COMPLETION

- 8.2.4 The Contractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the performance and completion of the Work in accordance with the approved and currently updated and approved Schedule. Should it become apparent from the current Schedule that the Work will not be completed within the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner to improve the progress of the Project.
- 8.2.4.1. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Architect, the backlog of Work;
- 8.2.4.2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the Architect, the backlog of Work; and,
- 8.2.4.3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- 8.2.4.4 The Architect may require the Contractor to suggest revisions to the Schedule in writing demonstrating its program and proposed plan to make up the delay to ensure completion of the Work within the Contract Time. If the Architect finds the proposed plan not acceptable, the Architect may require the Contractor to take any of the actions set forth in this Article without additional cost to the Owner to make up the lag in scheduled progress.

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- 8.2.5 Should the Contractor fail to achieve Substantial Completion in accordance with the date established in the Contract Documents, the Contractor shall reimburse the Owner for all professional fees plus expenses incurred by the Owner for additional services required of the Architect, Engineer, and Owner's Attorney resulting from the failed performance by the Contractor to meet the Contract Substantial Completion Date.

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.3 Delete this paragraph and substitute the following:

Except as noted otherwise, to the fullest extent permitted by law, the Contractor shall not be entitled to any increase in the Contract Sum or any payment or compensation of any kind from the Owner for direct, indirect, or impact damages, including but not limited to costs of acceleration or for loss of revenue, overhead or profit, arising because of hindrance or delay from any cause whatsoever, whether such hindrance or delay be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Instead, as its sole right and remedy with respect to such hindrance or delay the Contractor shall be entitled only to extensions in the Contract Time.

- 8.3.4 This Section does not preclude the recovery of damages for delay by Owner under other provisions of the Contract Documents except as specifically provided herein.

8.4 TIME OF COMPLETION - DELAY - LIQUIDATED DAMAGES

- 8.4.1 In the event of the failure of the Contractor to complete the said work within the time stated in its proposal, and in accordance with article 8.1.5, the Contractor shall be liable to the Owner in the sum of TWO HUNDRED AND FIFTY (\$250.00) DOLLARS per day for each and every calendar day that the said work remains incomplete in accordance with designated phased completions. This sum shall be treated as liquidated damages (and not a penalty) for the loss to the Owner of the use of premises in a completed state of construction, alteration or repair, and for added administration and inspection costs to the Owner on account of the delay; provided, however, that the said liquidated damages shall be in addition to other consequential losses or damages that the Owner may incur by reason of such delay, such as, but not limited to, reasonable attorney's fees, all additional consequential Architectural and Engineering fees incurred including, but not necessarily limited to, additional design work, submittal reviews, correspondence, inspections, job meetings, reviewing applications for payment, punchlists, and similar services, etc. by the Owner after the scheduled date of substantial completion as indicated in article 8.1.5, other added costs of the project and the cost of furnishing temporary services, if any. Any such sums for which the Contractor is liable may be deducted by the Owner from any monies due or to become due to the Contractor.

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- 8.4.2 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work herein is a reasonable time, taking into consideration the average climatic range and unusual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration of the awarding of its contract, to pay the Owner the amount specified in the contract, not as a penalty but as liquidated damages for breach of contract as hereinafter set forth, for each and every calendar day that the contractor may be held in default after the stipulated date in the contract for completing the work.
- 8.4.3 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain, and said amounts shall be retained by the Owner as necessary to cover projected untimely completion of the contract work due to Contractor-caused delays.
- 8.4.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.
- 8.4.5 The Contractor shall not be charged with liquidated damages, or any excess cost when the Owner determines that the contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the work is due:
- (a) To any preference, priority or allocation order duly issued by the government;
  - (b) To unforeseen cause(s) beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner which acts are contrary to the terms of such contract, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; and
  - (c) To any delays of Subcontractors or Suppliers occasioned by any of the causes specified in the immediately preceding subsection (a) and (b).
- 8.4.6 The Contractor shall, within five calendar days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner in writing of the causes of the delay. The Owner shall first ascertain the facts and the extent of the delay and shall notify the Contractor within a reasonable time that good cause has been shown to warrant the granting of such extension. The Owner's determination shall be final and binding upon all parties, providing that said discretion is done in good faith and consistent with all of the terms herein.

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- 8.4.7 Estimated liquidated damages may, at the Owner's option, be withheld from any payments otherwise due the Contractor if the Contractor has failed to timely complete a critical cavity, which failure has a substantial likelihood of delaying substantial completion of the project beyond the date set forth in the Contract Documents. Estimated liquidated damages shall be based on a reasonable projection, in light of the Construction Schedule, of the number of days substantial completion will be delayed beyond the scheduled substantial completion date set forth in the Contract Documents. Failure of the Owner to withhold estimated liquidated damages from payments due the Contractor shall not be deemed a waiver of liquidated or estimated liquidated damages.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

- 9.2.1.2 Upon award of Contract, the Contractor shall submit a schedule of values showing a complete breakdown of labor and materials of all components of work to the satisfaction of the Architect including that of all Subcontractors listed in Section 004110 – Form of Bid Proposal with signed affidavits from each of the said Subcontractors.

9.3 APPLICATION FOR PAYMENT

- 9.3.4 Applications for payment shall be made monthly based upon labor and materials completed and materials suitably stored on site. Two-Percent (2%) of the amount due on each partial payment shall be withheld by the Owner when the outstanding balance of the Contract exceeds \$500,000.00, and Five percent (5%) of the amount due on each partial payment shall be held by the Owner when the outstanding balance of the contract is \$500,000.00 or less in accordance with N.J.S.A.18A:18A-40.3 but, in any event, the provisions of N.J.A.C. 19:30-3.5(a)(1) shall be first complied with. Requisitions for all payments will be made on AIA Document G702 Application and Certificate for Payment, in addition to the Owner's Invoice Forms as required. The Contractor will be required to submit an itemized, detailed cost breakdown showing quantities, unit costs, and totals to the Architect within twenty (20) days after Notice to Proceed. Form to be in conformance with Architect's requirements.

- 9.3.4.1 Payments will NOT be made for materials stored off-site.

- 9.3.5 The Contractor further warrants that upon submittal of an Application for Payment, all Subcontractors and Sub-Subcontractors who performed work for which certificates of payment have been previously issued and payments received from the owner have in fact been paid for such work.

- .1 The Contractor hereby waives any right which it may have to assert a mechanics' or other lien against the work, the project site, and any improvements thereon. Further, the Contractor shall cause a similar waiver to be included in all of its Subcontract and Sub-Subcontracts. The Contractor shall also execute a separate waiver of liens if so requested by the Owner.

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- .2 The Contractor shall defend, indemnify, and hold Owner, Architect and harmless from and against any and all claims, actions and proceedings arising out of or related to any liens asserted against the work, the project site and any improvements thereon, or the payments due the Contractor under this agreement. As complete indemnification is intended, all costs and expenses, including reasonable attorney's fees, incurred by the Owner, Architect and in enforcing this provision shall be reimbursed by the Contractor to the Owner.

9.4 CERTIFICATES FOR PAYMENT

- 9.4.1 Delete the entire paragraph and substitute the following:

Provided the Prime Contractor has performed work in accordance with the provisions of its Contract with the Owner, the Architect will after receipt of the Contractor's Certified Application for Payment (not the preliminary pencil copy) either issue to the Owner a Certified Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Owner and Contractor in writing of the Architect's reasons for withholding certification in whole or in part as provided in paragraph 9.5.1 of the General Conditions of the Contract for Construction. Provided the Contractor's Certified Application for Payment (not the preliminary pencil copy) is received no less than 20 days prior to the next scheduled public meeting of the public entity's governing body (the Board) the amount due may be approved and certified at the scheduled public meeting of the public entity's governing body (the Board) to be paid during the entity's (School District's) subsequent payment cycle not to exceed 30 days. If an Application for Payment is received by the Owner and Architect after the 20 day period prior to the scheduled public meeting of the public entity's governing body (the Board), the amount due may be approved and certified at the next subsequent scheduled public meeting of the public entity's governing body (the Board) and subsequent payment cycle. A copy of the Board's published schedule of meetings is available at the Board Offices.

9.7 FAILURE OF PAYMENT

- 9.7.1 Delete the entire paragraph and substitute the following:

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, or if the Owner does not pay the Contractor, within the time established in Section 9.4.1, the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, suspend performance of the construction contract, without penalty for breach of contract, until the payment required pursuant to Section 9.4.1 is received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of the shutdown, delay and start-up, which shall be accomplished as provided in Article 7.

- 9.8 SUBSTANTIAL COMPLETION (new article 9.8.1.1 and delete article 9.8.2 and replace with new articles 9.8.2 and 9.8.2.1).

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9.8.1.1 When the work, or designated portion thereof is determined by the Architect in conjunction with the Owner to be substantially complete and has received a temporary or permanent Certificate of Occupancy, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the day of the Substantial Completion of the Work or designated portion thereof unless provided in the Certificate of Substantial Completion. The Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such certificate.

9.8.2 When the Contractor considers that the work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of all items to be completed or corrected. Failure to include any item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Together with this list, the Contractor shall provide a written request to the Architect to perform an inspection of the Work. If this inspection discloses additional items beyond that submitted by the Contractor, a list of deficient or noncompliant items shall be provided to the Contractor within fourteen (14) days after the inspection. Failure of the Architect to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor shall proceed promptly to correct the items. All items must be corrected by the Contractor within fourteen (14) days after receipt of the list from the Architect or within an acceptable time frame established by the Contractor and Architect and approved by the Architect. Upon completion of those items the Contractor shall request, in writing, a re-inspection of the Work. This re-inspection shall commence within fourteen (14) days after receipt of notice. If upon the re-inspection, the Architect finds that the previous items, or new items, do not conform to the Construction Documents, a revised list shall be provided to the Contractor within seven (7) days. This sequence of actions shall take place until all items conform to the Contract Documents. The Contractor shall be liable to reimburse the Owner, by means of a Change Order, for all costs and fees of the Architect, Engineers and all professionals associated with re-inspections of Work beyond one (1) initial inspection and one (1) re-inspection of the Work.

9.8.2.1 If during the sequences of inspection and correction of Work, the Contractor defaults or neglects to carry out the correction of Work in accordance with the time frames established in 9.8.2 or in accordance the approved schedule of correction, the Contractor shall be considered in default and the Owner shall exercise all rights under these Contract Documents. This shall also include Article 2.4 – Owner's Right To Carry Out The Work.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Article 9.10 FINAL COMPLETION AND FINAL PAYMENT add the following:

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- 9.10.6 Prior to final payment, Contractor will submit, but not limited to the following:
- .1 Supplemental Attachment for Accord Certificate of Insurance - AIA Document G715.
  - .2 Affidavit of Payment of Debts and Claims - AIA Document G706.
  - .3 Affidavit of Release of Liens - AIA Document G706A.
  - .4 Consent of Surety to Final Payment - AIA Document G707.
  - .5 Certification of Paid Wages in accordance with New Jersey Prevailing Wage Act.
  - .6 One Year Maintenance Bond in form as bound herein.
  - .7 Contractor's "As-Built" drawings on Mylar.
  - .8 Maintenance Manuals and Instructions.
  - .9 Special written guarantees and warranties in addition to the one-year guarantee covered by Maintenance Bond. Guarantee shall be signed and sealed by Officer of the Contracting Firm and shall be notarized.
- 9.10.7 Upon completion of the punchlist and all other required scope of work have been completed in accordance with the Contract Documents, the Contractor shall submit a written request certifying that the project is ready for final inspection by the Architect. A copy of the "Ready For Closeout" form is included in 009000 – Project Forms.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- 10.1.2 Neither the Owner, nor the Architect will be responsible for providing a safe working place for the Contractors, their Subcontractors or their employees, or any individual responsible to them for the work.
- 10.1.3 Neither the professional activities of the Architect, nor the presence of the Architect or the Architect's employees and sub-consultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Architect and Architect's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner, the Architect and the Architect's consultants shall be indemnified and shall be made additional insured under the Contractor's general liability insurance policy.

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10.2 SAFETY OF PERSONS AND PROPERTY add the following:

- 10.2.8 The Contractor shall conform to requirements of the Federal Occupational Safety and Health Act, and the Construction Safety Code. The requirements of the State, Local and Association Codes shall apply where they are equal to or more restrictive than the requirements of the Federal Act.
- 10.2.9 It is a requirement of this Contract that there is an absence of mold in the final product, and that best practices for prevention be followed. Actual remediation, if required, shall be performed by mold remediation experts hired by the Prime Contractor responsible.
- 10.2.10 The Contractor will be responsible for providing general safeguarding as well as gaining compliance with the requirements of safety codes and ordinances and coordinating with all Contractors on the Project in accordance with N.J.S.A. 34:5-166 et. seq. the State of New Jersey Construction Safety Code.
- 10.2.11 The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the Project Site for incorporation in the work, or which has been incorporated into the work. He shall replace all such materials and equipment which may be lost, stolen or damaged at its expense, whether or not such materials or equipment have been entirely or partially paid for by the Owner.
- 10.2.12 The Contractor shall furnish Material Safety Data Sheets (M.S.D.S.) for all material to be used on site and prior to material being brought on site. The Contractor shall maintain Material Safety Data Sheets and make them available for inspection to everyone as required by law.
- 10.2.13 The Contractor shall hold weekly safety meetings with its subcontractors to provide for the safeguarding of persons and property. The Contractor shall record minutes of the meetings and submit copies to the owner's representative on a weekly basis for the record.
- 10.2.14 The Contractor shall provide the Owner, at the initial project meeting, a written safety program and hazard communication program as required by OSHA.

10.3.4 ASBESTOS

- 10.3.4.1 The Contractor performing any type of renovation or construction in or around existing buildings must contact the environmental services department of the Owner to be informed of the district's asbestos procedures.
- 10.3.4.2 The Contractor shall anticipate in its bid, extra time required to coordinate with the Owner for removal of any asbestos encountered during demolition work associated with this project.
- 10.3.4.3 The Contractor disturbing or damaging any asbestos identified will be totally and completely responsible for its repair and/or removal in accordance with applicable laws

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and regulations at no additional cost to the Owner and in conformance with N.J.A.C. 5:23-8.1 et seq. Asbestos Hazard Abatement Subcode.

10.3.5 VOLATILE ORGANIC COMPOUNDS (VOC)

- 10.3.5.1 All materials used on this Project shall comply with all applicable governmental and local VOC requirements.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.4 The Owner and all Contracted Parties shall maintain in force and effect for the Term and for the life of the School Facilities Project, the following minimum types and levels of coverage (except that the Builder's Risk Insurance shall be required only until Closeout). These coverage shall be maintained either through insurance policies from insurance companies licensed to do business in the state of New Jersey and rated as "A" or better as determined by A.M. Best Company or through formal, fully funded self-insurance programs authorized by law and acceptable to the Owner. All policies shall incorporate a provision requiring the giving of written notice to the Owner by certified mail, return receipt requested at least thirty (30) days prior to the cancellation or non-renewal of any such policies. Unless current documentation is already on file with the Owner, the Contractor shall submit duplicate originals of certificates of insurance, showing the full amount of coverage in force, documentation of self-insurance, or both, to the Owner prior to signing the Contract. No payments will be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverage are:
- 11.1.4A The Contractor shall include the Owner, Architect and their agents as additional insured on the Certificate of Insurance.
- 11.1.5 Minimum insurance coverage required to be maintained by the successful bidder shall be as follows, unless a greater amount is required in accordance with the laws of the State of New Jersey and any other authorities having jurisdiction:

.1 Workers Compensation:

|                                     |              |
|-------------------------------------|--------------|
| Applicable Federal, State:          | Statutory    |
| Employer's Liability, each accident | \$500,000.00 |

- .2 Contractor's Liability Insurance: (Subcontractor's Liability Insurance, in the same amounts, including the same additional insureds: The Contractor shall either: (i) require each of its Subcontractors to procure and to maintain during the life of their Subcontracts, Subcontractor's Liability Insurance, of the type and in the same amounts as follows, or (ii) insure the activities of their Subcontractors under their respective policies.

Comprehensive General Liability as follows: The policy shall name the Owner Brick Township as additional insured.