





TO: Bid Responders

FROM: Clark Hughes

DATE: June 20, 2025

SUBJECT: JIM WHELAN BOARDWALK HALL - GENERAL INFORMATION

STOREFRONT REMEDIATION AND DOOR ASSEMBLY REPLACEMENT

Bidders should be aware that all submitted <u>sealed</u> bids are carefully reviewed for compliance, and non-compliant bids are rejected. Please carefully review your bid submissions for compliance. The following information is required but not limited to.

Documents that must be submitted at the time of the bid.

- 1. Section: 1.0, 1.18 **Must provide documentation.** Bidder to provide documentation evidencing that the firm meets the minimum requirements. (Sect 1.18).

 The bidder must participate in an apprenticeship program, registered and approved by the United States
 - The bidder must participate in an apprenticeship program, registered and approved by the United States Department of Labor, for each separate trade or classification for which it employs craft employees. All bidders and subcontractors must continue to participate in such apprenticeship programs for the duration of the project. In addition, the bidder will be required to show that such apprenticeship programs graduated apprentices to journeyperson status for three of the past five years.
- 2. Bidder and subcontractors must provide copies of the Business Registration Certificate, New Jersey Department of Labor & Workforce Development Certificate, and Public Works Contractor Registration Certificate.
- 3. Bidder's Insurance certificate showing evidence of coverage limits, and declaration pages for current policies.

The following Exhibits provided in the bid package must be completed and executed and provided with the bid.

Exhibit A Signatory Page

Exhibit B Disclosure of Investigation and Actions involving Bidder

Exhibit C Notice of Intent to Subcontract Form
Exhibit D Subcontractor Utilization Form
Exhibit E Affirmative Action Forms

Exhibit F Public Law 2005, Chapter 51 and Executive Order 117 (2008)

Part 3: Certification – One of the four options must be marked (i, ii, (C) (D)) off.

Exhibit G Fee Schedule

Exhibit H Non-Collusion Affidavit

Exhibit I Contract and Specification for General Construction

Article I. 00500 Agreement must be signed

NOTE: Contract modification requests shall be presented during the Question-and-Answer period.

OAKVIEW VENUE MANAGEMENT

SOLICITATION OF BIDS ATLANTIC CITY CONVENTION CENTER JIM WHELAN BOARDWALK HALL

For:	JIM WHELAN BOARDWALK HALL
	GENERAL CONTRACTORS STOREFRONT RENOVATION & DOOR REPLACEMENT

Event	Date	Time
Bidder's Question Due Date (Refer to BID Section 1.5 for more information.)	TUESDAY JULY 15, 2025	12:00 PM 1200 HOURS
Response To Questions	TUESDAY JULY 29, 2025	5:00 PM 1700 HOURS
Pre-bid Conference (Refer to BID Section 1.8 for more information.) 2301 Boardwalk, Atlantic City, NJ, 08401. Conference Room 150	TUESDAY JULY 8, 2025	11:00 AM 1100 HOURS
Site Visit (Refer to BID Section 1.9 for more information.) 2301 Boardwalk, Atlantic City, NJ, 08401. Conference Room 150	SAME	SAME
Bid Submission Due Date (Refer to BID Section 1.3 for more information.) 2301 Boardwalk, Atlantic City, NJ, 08401. Conference Room 150	TUESDAY AUGUST 12, 2025	11:00 AM 1100 HOURS

Dates are subject to change. All changes will be reflected in Addenda to the bid posted on the Boardwalk Hall/Convention Center website at http://www.boardwalkhall.com/business-opportunities/rfps

Issued By

Oakview Venue Management, as operator of Jim Whelan Boardwalk Hall and the Atlantic City Convention Center, as managing agent for Casino Reinvestment Development Authority 2301 Boardwalk

Atlantic city, New Jersey 08401

Phone: 609-348-7026

Date Issued:

Friday, June 20, 2025

NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that <u>sealed</u> bids will be received by Oakview Venue Management, as operator of Jim Whelan Boardwalk Hall ("Boardwalk Hall") and the Atlantic City Convention Center (the "Convention Center"), as agent on behalf of the Casino Reinvestment Development Authority ("Oakview Venue Management") for

STOREFRONT RENOVATION & DOOR REPLACEMENT

Bid forms, contracts, drawings and specifications can be obtained from the Oakview Venue Management website http://www.boardwalkhall.com/business-opportunities/rfps

Sealed bids must be mailed, presented or delivered to Oakview Venue Management, 2301 Boardwalk, Atlantic City, New Jersey 08401, Attn. Clark Hughes, Capital Projects/Procurement Manager. Oakview Venue Management accepts no responsibility for the timeliness of any bidder's delivery, mail, delivery or courier service.

Sealed bids shall be submitted in the manner prescribed in the bid specifications. The sealed envelopes must be labeled "STOREFRONT RENOVATION AND DOOR REPLACEMENT JIM WHELAN BOARDWALK HALL" and contain the bidder's name and address and the bid opening date

Bids will be received, opened and read aloud in public at Oakview Venue Management offices at 2301 Boardwalk, Atlantic City, New Jersey on (AUGUST 12, 2025) at (11:00AM). eastern prevailing time.

Bidders are required to comply with the requirements of <u>N.J.A.C.</u> 17:27 (Affirmative Action), Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et.seq.), <u>N.J.S.A.</u> 52:32-44 (Business Registration), and <u>N.J.S.A.</u> 10:5-1 (Law Against Discrimination).

Dated: Friday, June 20, 2025

1.0 <u>INFORMATION FOR BIDDERS</u>

1.1 Background

The Atlantic City Convention Center ("Convention Center"), located at One Convention Boulevard, Atlantic City, NJ, has 486,000 square feet of continuous exhibit space. The exhibit hall is divisible into five separate halls, ranging in size from 29,400 square feet to 199,500 square feet.

The Convention Center's 45 meeting rooms on the third and fourth level of the Convention Center surround the expansive atrium lobby and total 109,100 square feet. Room dimensions range from 11,800 square feet to 672 square feet. The rooms' amenities include soundproof panels, assisted lighting systems and voice, video and data communications.

The Convention Center's ample pre-function space, more than 32,000 square feet, is well suited to registration, retail or dining needs. The building is served by 29 covered loading docks, four drive in roll-up doors, mechanical levelators and 1400 indoor parking spaces. The Convention Center is connected to the Atlantic City Rail Terminal that runs the Atlantic City line from Philadelphia to Atlantic City. A pedestrian bridge links the Convention Center to the adjoining Sheraton Hotel. Located within a few hours' drive of nearly one-third of the nation's population and 20 percent of the country's business addresses, the Convention Center is easily accessible for convention, tradeshow and meeting attendees.

Jim Whelan Boardwalk Hall ("Boardwalk Hall"), located on the boardwalk between Mississippi and Georgia Avenues, Atlantic City, NJ, is a major icon for Atlantic City. Boardwalk Hall has a maximum capacity of approximately 14,000 in the arena and the ballroom which seats up to 3,500. Boardwalk Hall hosts a wide range of events from concerts to family shows like Sesame Street, to sporting events and other entertainment.

The facilities have established as their primary goal the highest level of service to their customers and clients. All operating entities in each facility must adhere to the following objectives:

- a) Offer services according to the highest industry standards and in the best interest of each facility, the community and the State of New Jersey
- b) Operate in a manner consistent with the public interest, providing each facility with full accountability for, and accurate records of all transactions conducted within each venue.
- c) Provide the highest level of safety, service and cooperation to clients and attendees of the facilities.
- d) Hold and maintain in good standing all required applicable local, state and federal licenses and permits for the services required herein. Failure to maintain said licenses and permits may be cause for termination of contract.

1.2 Purpose and Intent

Oakview Venue Management is releasing this Bid for General Construction (the "Solicitation") to solicit bids to engage general construction services for **STOREFRONT RENOVATION AND DOOR REPLACEMENT** as more fully set forth in the contract awarded from this Solicitation.

Oakview Venue Management intends to award a contract to the lowest responsible bidder whose bid conforms to these specifications. Oakview Venue Management, however, reserves the right to separately procure individual requirements that are the subject of the contract during the term when deemed by Oakview Venue Management to be in Oakview Venue Management's best interest. Oakview Venue Management reserves the right to reject

any and all bids when it is determined by Oakview Venue Management to be in its best interest. Oakview Venue Management further reserves the right to waive minor irregularities in bids submitted in response to this Solicitation.

All capitalized terms not otherwise defined in this Solicitation shall have the meaning ascribed to them in the contract awarded through this Solicitation.

IN ADDITION TO MEETING ALL OTHER REQUIREMENTS OF THIS SOLICITATION, ALL BIDDERS MUST MEET THE MINIMUM REQUIREMENTS OUTLINED IN SECTION 1.18 HEREIN.

1.3 Bid Submission

In order to be considered, a bid must be delivered, in a sealed envelope, to the following:

CLARK HUGHES
CAPITAL PROJECTS/PROCUREMENT MANAGER
OAKVIEW VENUE MANAGEMENT
2301 BOARDWALK
ATLANTIC CITY, NEW JERSEY 08401

by the date and time located on the cover page. Bidders are cautioned to allow adequate delivery time to ensure timely <u>delivery</u> of bids. <u>THE EXTERIOR OF ALL BID PACKAGES ARE TO BE LABELED</u>
"STOREFRONT RENOVATION AND DOOR REPLACEMENT at JIM WHELAN BOARDWALK HALL"

Bids submitted by facsimile or electronically will not be considered.

1.4 Number of Bid Copies

The bidder must submit **two (2) complete ORIGINAL bids**, clearly marked as the "ORIGINAL" bids. The bidder should submit **three (3) full, complete, and exact copies** of the original bid.

1.5 Questions and Answers

Global Spectrum will accept questions and inquiries pertaining to this bid from all potential bidders electronically. Questions shall be directed to the staff person identified in Section 1.3 above, at the following email address:

ACRFP-QUESTIONS@GLOBAL-SPECTRUM.COM KTOTH@PSANDS.COM

The cut-off date for electronic questions will be as indicated on the cover page.

The subject line of all emailed questions should say "BID FOR, STOREFRONT RENOVATION AND DOOR REPLACEMENT JIM WHELAN BOARDWALK HALL"- Bid Inquiry".

Any requested exceptions to the Contract, appended as Exhibit J, shall be raised by the bidder as a question during the Question and Answers period through the same procedure set forth in this provision of the Solicitation. Any amendment to the Contract shall be determined by Oakview Venue Management Venue Management, in its sole and absolute discretion, with such determination to be set forth in the Question

and Answer addendum issued, if any, after the Question and Answer deadline. Oakview Venue Management reserves the right to reject any and all proposed amendments to the Contract.

Bidders are not to contact Oakview Venue Management Venue Management directly, in person or by telephone, concerning this bid. All questions and answers will be posted on the Boardwalk Hall/Convention Center's website at www.boardwalkhall.com/business-opportunities/rfps, as soon as practicable, after the question and answer deadline.

1.6 Addenda: Revisions to this Bid Solicitation

In the event that it becomes necessary to clarify or revise this Solicitation, such clarification or revision will be by addendum. Any addendum to this bid will become part of this bid and part of any contract award as a result of this bid. ALL BID ADDENDA WILL BE POSTED ON THE BOARDWALK HALL/CONVENTION CENTER WEBSITE at www.boardwalkhall.com/business-opportunities/rfps.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this bid. There are no designated dates for release of addenda. Therefore interested bidders should check the Boardwalk Hall/Convention Center website on a daily basis from the time of bid issuance through bid opening.

1.7 Bidder Responsibility

The bidder assumes the sole responsibility for the complete effort required in submitting a bid in response to this Solicitation. No special consideration will be given after bids are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this bid. Oakview Venue Management assumes no responsibility and bears no liability for cost incurred by a bidder in the preparation and submittal of a bid in response to this Solicitation.

The bidder will be required to be knowledgeable with respect to the construction industry and existing conditions at the project location, and to take same into account when submitting its bid.

1.8 Pre-Bid Conference

A Pre-bid conference for discussion of the project in general will be held at the date and time indicated on the cover page, in the offices of Oakview Venue Management Venue Management at 2301 Boardwalk, Atlantic City, New Jersey. At that time Global Spectrum and any consultants will provide prospective bidders with an overview of the project.

1.9 Site Visit A site visit will be conducted on the date indicated on the cover page, immediately following the Pre-bid Conference. Contractors will be given access to the project area immediately following the pre bid meeting. Bidders are urged to inspect the site where construction services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

1.10 Bid Opening

On the date and time bid are due under this Solicitation, the names of the bidders submitting bids and the amount bid will be publicly announced. The bid opening will take place at the offices of Global Spectrum located at 2301 Boardwalk, Atlantic City, New Jersey 08401.

1.11 Price Alterations

Bid prices must be typed or written in blue ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.12 Bid Errors

A bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the staff person identified in Section 1.3 above. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its bid, the bidder may make written request to the staff person identified in Section 1.3 above for authorization to withdraw its bid from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the bid would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that Global Spectrum will not be significantly prejudiced by granting the withdrawal of the bid.

All bid withdrawal requests must include the bid title and the final bid opening date and sent to the following address:

Oakview Venue Management 2301 Boardwalk Atlantic City, New Jersey 08401 Attn: Staff person identified in Section 1.3 above BID WITHDRAWAL REQUEST

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, Oakview Venue Management shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

1.13 Joint Ventures

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid. Authorized signatories from each party comprising the joint venture must sign the bid. A separate Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, Disclosure of Political Contributions (c.51) and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.14 Contents of Bid - Open Public Records Act

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, <u>N.J.S.A.</u> 47:1A-1 et seq., and the common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. CRDA reserves the right to make the determination and will advise the bidder accordingly. The location in the bid of any such designation should be clearly stated in a cover letter. CRDA WILL NOT HONOR ANY ATTEMPT BY A BIDDER EITHER TO DESIGNATE ITS ENTIRE BID AS PROPRIETARY, CONFIDENTIAL AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE BID.

1.15 Bid Bond

Any entity submitting a bid in response to this Solicitation must submit a guarantee payable to Oakview Venue Management so that if the contract is awarded to the bidder, the bidder will enter into a contract there for and will furnish any performance bond or other security required. The guarantee shall be in the amount of 10% of the bid amount, but not in excess of \$20,000. The guarantee can be submitted, at the option of the bidder, by certified check, cashier check or bid bond.

The Bid Bond must contain an Affidavit of Surety's Attorney-In-Fact (Power of Attorney). The Attorney-In-Fact must be an authorized agent of the surety to act for the surety and be authorized to bind the surety to pay the bid bond in a penal sum of 10% of the bid amount, not to exceed \$20,000.

<u>Failure to provide a bid bond or a valid power of attorney, as specified, with the bid will result in rejection of the bid for noncompliance.</u>

1.16 Payment and Performance Bond

The bidder shall submit with its bid a Consent of Surety or Surety Agreement, from a surety or sureties licensed to do business in the State of New Jersey and acceptable to Global Spectrum, stating that it will provide an **unconditional bond in an amount equal to 100% of the contract price (bid amount)**. Failure to provide the Consent of Surety or Surety Agreement will result in rejection of the bid as non-responsive.

The Consent of Surety or Surety Agreement shall be obtained for a bond for the faithful performance of all provisions of the specifications relating to the performance of the contract. The surety corporation bonds shall be furnished by only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State of New Jersey. The bonds shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the surety company, a Surety Disclosure Statement and Certification in compliance with N.J.S.A. 2A:44-143d and a true and correct statement of the financial condition of said surety company.

Failure to provide a Consent of Surety or Surety Agreement, a Surety Disclosure Statement and Certification and a valid power of attorney, as specified, with the bid will result in rejection of the bid for noncompliance.

1.17 Standards for Surety Bond Companies

The following requirements must be met for surety companies:

- All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or N.J.S.A. 17:17-7, whichever is applicable, at the time the invitation to bid is issued. A Financial Statement must be submitted.
- All surety companies must complete a Surety Disclosure Statement and Certification for all **payment and performance bonds**, <u>regardless of project cost</u>, pursuant to N.J.S.A. 2A:44-143d.
- All surety companies must be authorized to transact such business in New Jersey, pursuant to <u>N.J.S.A.</u> 17-17-10 or 17:32-1 <u>et seq.</u>, as applicable.

THE DOCUMENTS REQUIRED TO BE SUBMITTED UNDER THIS PROVISION SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE AND ATTACHED TO THE SEALED ENVELOPE CONTAINING THE BID SUBMISSION.

1.18 Minimum Requirementsa) Construction experience involving three (3) related construction projects equal to or greater than the amount bid.

	Project Name & Location:
	Contract Value for this bidder: \$
	Project Name & Location:
	Project Name & Location: Contract Value for this bidder: \$
	Project Name & Location:
	Contract Value for this bidder: \$
b)	Minimum of ten (10) years related construction experience.
	Bidder should provide a company resume to document construction experience.
c)	Experience with NJ SHPO
d)	Successful completion of at least three (3) substantially similar construction projects for public or
	private owners, completed in the past five (5) years.
	The Bidder must provide specific information that demonstrates the similarity of the work, and allows
	for evaluation of the submittal.
	Project Name & Location:
	Bidders contract value:
	Bidders scope of work on project:
	Project duration:
	1 foject completed on.
	Project Reference contact:
	Project Name & Location:
	Bidders contract value:
	Bidders scope of work on project:
	Project duration:
	Project completed on:
	Project Reference contact:
	Project Name & Location:
	Bidders contract value:
	Bidders scope of work on project:
	Project duration:
	Project completed on:
	Project Reference contact:

e) The bidder must participate in an apprenticeship program, registered and approved by the United States Department of Labor, for each separate trade or classification for which it employs craft employees. All bidders and subcontractors must continue to participate in such apprenticeship programs for the duration of the project. In addition, the bidder will be required to show that such apprenticeship programs graduated apprentices to journeyperson status for three of the past five years.

1.19 Balanced Bid

Each pay item should reflect the actual cost, which the bidder anticipates incurring for the performance of that particular item, together with a proportional share of the bidder's anticipated profit, overhead and costs to perform work for which no Pay Item is provided. In no event will the Project Owner consider any claim for additional compensation arising from the bid on an item or group of items, inaccurately reflecting a disproportionate share of the bidder's anticipated profit, overhead and other costs.

2.0 SCOPE OF WORK

The work on this project consists of the following:

Renovation of the storefront and replacement of a double door assembly on the Boardwalk at Jim Whelan Boardwalk Hall. Refer to plans created by PS&S Architects

3.0 PROPOSAL PREPARATION AND SUBMISSION

3.1 Contract Schedule

Oakview Venue Management requires that all construction work undertaken pursuant to a contract award as the result of this bid shall be completed within **() work weeks** pending lead time of all critical material from the date of commencement of work as set forth in the Notice to Proceed.

3.2 REQUIRED BID SUBMITTALS AND COMPLIANCE INFORMATION

A) Signatory page

The bidder must complete and submit the signatory page attached as **Exhibit A**, which must be signed by an authorized representative of the bidder, evidencing the bidder's concurrence with all of the terms and conditions of this bid. If the bidder is a limited partnership, the signatory page must be signed by a general partner. If the bidder is a joint venture, the signatory page must be signed by a principal of each party to the joint venture. **Failure to comply will result in rejection of the bid.**

B) Disclosure of Investigations/Actions Involving Bidder

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form attached as **Exhibit B**.

C) Business registration certificate from the Division of Revenue

As a condition of entering into a contract, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the CRDA) are prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the bid has a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq) on all their sales of tangible personal property delivered into the State.

The bidder must be properly registered to do business with the State of New Jersey as of the date of contract award, and <u>provide</u> a copy of the bidder's NJ Business Registration Certificate with its bid. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: http://www.state.nj.us/treasury/revenue/index.html.

D) New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq. and Public Works Contractor Registration Act Certificate, N.J.S.A. 34:11-56.48 et seq.

The New Jersey Prevailing Wage Act requires the payment of minimum rates of pay to laborers, craftsman and apprentices employed on public works projects. Covered workers must receive the appropriate craft prevailing wage rate as determined by the Commissioner of Labor and Workforce Development. Prevailing wage rates are wage rates established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

THIS CONTRACT IS SUBJECT TO THE NEW JERSEY PREVAILING WAGE ACT. Anyone interested in bidding or engaging in any contract resulting from this bid must register with the Department of Labor and Workforce Development, Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. The New Jersey Department of Labor and Workforce Development makes official wage determination and debarment list information available on its website at www.nj.gov/labor/lsse/lspubcon.html. By accessing this website official New Jersey Prevailing Wage Rate Determinations may be obtained.

The bidder and subcontractors must be properly registered with the Department of Labor and Workforce Development under the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., as of the bid opening date, and <u>must submit</u> a copy of the bidder's Public Works Contractor Registration Act certificate with its bid.

E) Notice to all Contracts Set-Off for State Tax Notice

Pursuant to L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services

at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director or the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment die the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52-32-32 et seq.), to the taxpayer shall be stayed.

F) Notice of Intent to Subcontract

The bidder shall complete the attached Notice of Intent to Subcontract Form (**Exhibit C**) to advise Global Spectrum as to whether or not a subcontractor will be utilized to provide any goods or services under the contract.

G) Subcontractor Utilization Form

If the bidder intends to utilize subcontractor(s), the Subcontractor Utilization Form (**Exhibit D**) must be completed and submitted with the bid. The bidder must identify all subcontractors that the bidder intends to utilize to perform work required under this contract.

H) Affirmative Action

Each contractor shall submit to Global Spectrum, after notification of award, one of the following:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program.
- A certificate of employee information report approval, issued in accordance with <u>N.J.A.C.</u> 17:27-4
- o An employee information report (Form AA201), Exhibit E.

I) Requirements of N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134)

The bidder is required to complete the attached Political Contributions Disclosure form. The requirement is a precondition to entering into a contract with Global Spectrum. The Political Contributions Disclosure form is attached as **Exhibit F**.

(i) Additional Disclosure Requirement of P.L. 2005, c. 271

Contractor is required to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

J) Insurance Certificates

The contractor shall provide Oakview Venue Management Venue Management with documentation, including certificates and declaration pages, evidencing its current policies of insurance, and if the bidder is awarded hereunder, such policies of insurance shall name the Oakview Venue Management as an "Additional Insured".

K) Schedule of Estimated Quantities, Unit Prices, and Lump Sum Items

The bidder must submit its pricing using the format set forth in the Oakview Venue Management supplied Schedule of Estimated Quantities, Unit Prices, and Lump Sum Items attached as **Exhibit G** to this Solicitation.

Failure to submit all information required in the Fee Schedule will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

L) Affidavit of Non-Collusion, Exhibit H.

The bidder must submit the affidavit attached as **Exhibit H** with its bid.

M) Compliance with Executive Order 151, dated August 28, 2009

Small Business Enterprise Requirement: It is the policy of the CRDA and as required by Executive Order 151 ("EO 151") that small businesses (each a "small business enterprise" or "SBE"), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development ("Division") and the New Jersey Department of the Treasury ("Treasury") in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in CRDA contracts.

To the extent the Contractor engages subcontractors or sub-consultants to perform services for Oakview Venue Management pursuant to this Contract, the firm must demonstrate to the Oakview Venue Management's satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Be advised that the CRDA shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October, 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005).

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

- 1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and attempt to contact same.
- 2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
- 3. The Firm shall actively solicit and shall provide Oakview Venue Management Venue Management with proof of solicitations of SBEs for the provision of services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.

- 4. The Firm shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.
- 5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.
- 6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations, and shall complete such other forms as may be required by Oakview Venue Management Venue Management for State reporting as to participation.

Pursuant to Executive Order 151 the participants' goals for this Contract are African-Americans 2.47%, Asian-Americans 1.47%, Hispanics 1.1%, Native Americans .07% and Caucasian Females 3.74%.

N) Contract and Specification

The bidder shall **review and execute** the Contract and Specification attached hereto as **Exhibit I**. Exceptions taken, during the Question and Answer period, to the Contract may be considered as a factor in evaluating responsiveness of bids. Oakview Venue Management Venue Management reserves all rights to reject any and all bids based upon exceptions taken to the Contract. Execution of the Contract is not to be construed as entering into a contract with Oakview Venue Management Venue Management but rather as a submission of an offer to contract with Oakview Venue Management Venue Management. **Failure to submit a signed contract shall result in the bid being deemed non-responsive.**

4.0 EXHIBITS

Exhibit A	Signatory Page
Exhibit B	Disclosure of Investigations/Actions Involving Bidder
Exhibit C	Notice of Intent to Subcontract
Exhibit D	Subcontractor Utilization Form
Exhibit E	Affirmative Action Forms
Exhibit F	Political Contributions Disclosure
Exhibit G	Schedule of Estimated Quantities, Unit Prices, and Lump Sum Items
Exhibit H	Affidavit of Non-Collusion
Exhibit I	Contract and Specification

Exhibit A SIGNATORY PAGE

Venue Management rdwalk Gity, New Jersey 08401 7026 I and Contact person for Bidder: S AUTHORIZED REPRESENTATIVE ATTESTS THAT THIS
S AUTHORIZED REPRESENTATIVE ATTESTS THAT THE
S AUTHORIZED REPRESENTATIVE ATTESTS THAT THE
S AUTHORIZED REPRESENTATIVE ATTESTS THAT THE
NDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ION, INCLUDING ADDENDA. BY SIGNING BELOW, BIDDER
A THROUGH THE NOTICE OF CONTRACT AWARD, DURING RD, AND, IF AWARDED A CONTRACT, FOR THE DURATION UBSTANTIAL COMPLETION. FAILURE OF THE BIDDER TO
ET OTHER TERMS AND CONDITIONS AS DEFINED IN THI N THE BIDDER BEING SUSPENDED OR DEBARRED FROM
N

Exhibit B

DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLOVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector client during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption and docket number of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

Investigation(s)

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or	Date of	Brief	Disposition/Status	Bidder Contact Name and Telephone
Entity	Inception	Description	(if applicable)	for additional information

Litigation/Administrative Complaints

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person	Date of	Caption of	Brief	Current Status or	Bidder Contact Name
or Entity	Inception	the Action	Description of	Disposition (if	and Telephone for
_	_		the Action	applicable)	additional information

Exhibit C

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S BID. FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

SOLICITATION TITLE:	
BID OPENING DATE:	
BIDDERS NAME AND ADDRESS:	
INSTRUCTIONS: PLEASE CHECK ONE OF THE STATEMENTS BELOW	
If awarded this contract, I will engage subcontractors to provide certain goods and/or services.	
ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTACTORS SHALL ALSO SU SUBCONTRACTOR UTILIZATION PLAN FORM WITH THEIR BID.	BMIT A
If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.	
ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS CERTIFY AS FOLLOWS: I hereby certify that if the award is grafirm and if I determine at any time during the course of the contract to engage subcontractors	
certain goods and/or services, I will submit the Subcontractor Utilization Form to Oakv Management Venue Management for approval, in advance of any such engagement.	
Authorized Signatory for Bidder Title Date	

Exhibit D

SUBCONTRACTOR UTILIZATION FORM

INSTRUCTIONS

Any bidder intending to subcontract any parts of a contract with the Oakview Venue Management Venue Management must complete a Notice of Intent to Subcontract and a Subcontractor Utilization Form.

Bidders are instructed to list <u>all</u> proposed subcontractors on the Form. Any bidder intending to subcontract that does not complete a Notice of Intent to Subcontract and a Subcontractor Utilization Form may be subject to rejection of its proposal as non-responsive.

IF BIDDER INTENDS TO UTILIZE SUBCONTRACTORS, FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH BID MAY RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE. SOLICITATION TITLE: BID OPENING DATE: ___ BIDDER NAME & ADDRESS: BIDDER CONTACT PERSON & PHONE: Instructions: List all businesses to be used as subcontractors. Attach copies for extended lists. Subcontractor's Name, Address, Type(s) of Goods or **Estimated Value of Subcontract(s) Hourly rates for subcontract(s)** Telephone and Vendor ID Services to be Provided Number I hereby certify that this Subcontractor Utilization Form is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Form and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on this Form, in writing, if the award is granted to my firm, and shall make all documentation available to Oakview Venue Management upon request. I further certify that all information contained in this Form is true and correct and I acknowledge that Oakview Venue Management will rely on the truth of the information in awarding the contract.

Date

Title

Authorized signatory for Bidder

Exhibit E GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not limited to the following: employment, upgrading, emotion, 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C.** 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C.** 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA302.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of 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 at N.J.A.C.17:27.

PLEASE C	HECK THE APPROPRIATE BOX:
	I HAVE A CURRENT NJ AFFIRMATIVE ACTION
	CERTIFICATE (PLEASE ATTACH A COPY TO YOUR BID)
	I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN
	APPROVAL LETTER (PLEASE ATTACH A COPY TO YOUR BID)
	I HAVE COMPLETED AND ENCLOSED THE FORM AA201
	INITIAL PROJECT WORKFORCE REPORT

Exhibit F

PUBLIC LAW 2005, CHAPTER 51 AND EXECUTIVE ORDER 117 (2008)

Chapter 51 Instr. - Rev. 4/17/15

Page 1 of 4

INFORMATION AND INSTRUCTIONS For Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51"). On September 24, 2008, then-Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. Please note that it is the vendor's responsibility to file new forms with the State should these changes occur.

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

Instructions for Completing the Form

<u>NOTE</u>: Please refer to pages 3 and 4 "USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117" for guidance when completing the form.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

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

Vendor Email – Enter the vendor's primary email address.

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

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Public Law 2005, Chapter 51 and Executive Order 117 (2008) Chapter 51 Instr. - Rev. 4/17/15

Page 2 of 4

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient – Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution – Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary. Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. (No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity <u>and all</u> individuals and/or entities whose contributions are attributable to the business entity <u>with the exception</u> of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. (Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. (Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

Public Law 2005, Chapter 51 and Executive Order 117 (2008) Chapter 51 Instr. - Rev. 4/17/15

Page 3 of 4

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: https://www.state.nj.us/treas/purchase/eo134questions.shtml

Reference materials and forms are posted on the Political Contributions Compliance website at: http://www.state.nj.us/treasury/purchase/execorder134.shtml

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- "Business Entity/Vendor" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's civil union partner and any child residing with that person. 1
- "Officer" means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- "Partner" means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

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

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

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Page 4 of 4

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- "Contribution" is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- "In-kind Contribution" means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which

contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.

- "Continuing Political Committee" includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- "Candidate Committee" means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- "State Political Party Committee" means a committee organized pursuant to N.J.S.A. 19:5-4.
- "County Political Party Committee" means a committee organized pursuant to N.J.S.A. 19:5-3.
- "Municipal Political Party Committee" means a committee organized pursuant to N.J.S.A. 19:5-2.
- "Legislative Leadership Committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- "Political Party Committee" means:
 - 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 - 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 - 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

Chapter 51 - Rev. 4/17/15 Page 1 of 3 FOR STATE AGENCY USE ONLY Solicitation, RFP, or Contract No.

Award Amount Description of Services State Agency Name _____ Contact Person ____ Contact Email ____ Phone Number Check if the Contract / Agreement is Being Funded Using FHWA Funds Please check if requesting recertification **Part 1: Business Entity Information** Full Legal Business Name (Including trade name if applicable) City_____ State ____ Zip____ Phone Vendor FEIN (SS# if sole proprietor/natural person) Vendor Email Check off the business type and list below the required information for the type of business selected. MUST BE COMPLETED IN FULL Corporation: LIST ALL OFFICERS and any 10% and greater shareholder □ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS □ Partnership: LIST ALL PARTNERS with any equity interest Limited Liability Company: LIST ALL MEMBERS with any equity interest □ Sole Proprietor Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation. All Officers of a Corporation or PC 10% and greater shareholders of a corporation or all shareholder of a PC All Equity partners of a Partnership All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You <u>must</u> review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: http://www.state.nj.us/treasury/purchase/forms.shtml#eo134

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Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate State Political Party Committee County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee Legislative Leadership Committee

Full Legal Name of Recipient				
Address of Recipient				
Date of Contribution Amount of Contribution	i			
Type of Contribution (i.e. currency, check, loan, in-kind)				
Contributor Namo				
Contributor Name				
Relationship of Contributor to the Vendor				
If this form is not being completed electronically, please attach additional contributions on separate page.				
Click the "Add a Contribution" tab to enter additional contributions.				

□Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification

- i.

 I am certifying on behalf of the business entity <u>and all</u> individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under <u>Part 1: Vendor Information</u>.
- ii.

 I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under Part 1: Vendor Information, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
 - (C) I am certifying on behalf of the business entity <u>only</u>; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
 - (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- 1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
- 2. All reportable contributions made by or attributable to the business entity have been listed above.

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 Page 3 of 3

- The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:
 - Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor: **OR**
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
 - During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor;
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
 - Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:
 - (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; **OR**
 - (b) Any State, County or Municipal political party committee; **OR**
 - (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name	Print Name	
-		
Title/Position	Date	

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; **OR**
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

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Exhibit GSchedule of Estimated Quantities, Unit Prices, and Lump Sum Items

Item	Description	Unit	Amount	
1	Permits	L.S.		
2	Storefront Doors	L.S.		
3	Storefront Windows	L.S.		
4	Applied Pilaster and Decorative Trim	L.S		
5	Masonry Replacement	L.F.		
6	Masonry Repairs	L.F.		
7	Loafer Rail	L.F.		
8	Security Integration	L.S.		
L.S. designates Lump Sum				
S.F. designates Square Foot				
L.F. designates Linear Foot				

TOTAL LUMP SUM CONTRACT PRICE (Numerically) Line Item 1 through 6	
TOTAL LUMP SUM CONTRACT (In words) Line Items 1 through 6:	
	Dollars

ADDENDA: The Bidder acknowledges receipt of the following Addenda:			
	Dated		
Bidder Name:		Date:	
By (print):			
Signature:		-	

Exhibit H NON-COLLUSION AFFIDAVIT

STATE OF)
: SS: COUNTY OF)
I,,
of the City of,
in the County of,
and the State of,
of full age, being duly sworn according to law on my oath depose and say that:
I am (Title)
of (Bidder's name),,
Making a bid in response to Oakview Venue Management's Solicitation of Bids for STOREFRONT RENOVATION & DOOR REPLACEMENT, and that I executed the said bid with full authority so to do; that the said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competition, in connection with said bid; and that all statements contained in the said bid and in this Affidavit are true and correct, and made with full knowledge that Oakview Venue Management Venue Management relies upon the truth of the statements contained in the said bid, in this Affidavit and in any statements requested by Oakview Venue Management Venue Management showing evidence of qualifications in awarding a contract based upon said bid. I further warrant that no person or selling agency has been employed or retained to solicit or secure said bid upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder.
Authorized Signature
SWORN and SUBSCRIBED to me thisday of, 2025
NOTARY PUBLIC
COMMISSION EXPIRES

Exhibit I

CONTRACT AND SPECIFICATIONS FOR GENERAL CONSTRUCTION

PROJECT OWNER:

Oakview Venue Management as operator of Historic Boardwalk Hall and the Atlantic City Convention Center, as managing agent for Casino Reinvestment Development Authority 2301 Boardwalk

Atlantic City, New Jersey 08401

Phone: 609-348-7026

(JUNE 20, 2025)

Article I. 00500 Agreement

a. Contract

b. General Conditions

[INSERT	T FULL CONTRACTOR NAME AND ADDRESS BELOW:]
(hereir	nafter referred to as the "Contractor")
betwee REIN	AGREEMENT (the "Agreement") is made as of this day of, 2025, by and en the OAKVIEW VENUE MANAGEMENT, as agent on behalf of CASINO VESTMENT DEVELOPMENT AUTHORITY ("CRDA"), a public body corporate and constituting an instrumentality of the State of New Jersey, and the Contractor identified
	Recitals
A. Contra has sele	Pursuant to a solicitation of bids issuedof 2025 (the "Solicitation") and the ctor's response thereto dated, 2025 (the "Bid"), Oakview Venue Management ected the Contractor to provide construction services, as more fully described in this Contract.
B. engage	Oakview Venue Management desires to engage and the Contractor desires to accept the ment to perform the Work (as hereinafter defined).
other g	NSIDERATION of the foregoing recitals, the mutual promises and agreements set forth herein, and ood and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the hereto agree as follows:
1.	All capitalized terms not otherwise defined, shall have the meaning ascribed to them in Section 00700.2 herein.
2.	The Contractor will commence and complete the Project, and all other necessary and desirable work as approved in accordance with the terms and conditions of the Contract Documents.
3.	The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary and desirable for the completion of the Project.
4.	The Contractor will commence the work required by the Contract Documents within thirty (30) calendar days after the date of the Notice to Proceed and will substantially complete the same within () work weeks pending lead time for all critical material, of the date of the Notice to Proceed.
5.	The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms and conditions herein and therein for the Total Contract Price.
6.	The term "Contract Documents" means and includes the following:

- c. Payment Bond
- d. Performance Bond
- e. Payment Application (as set forth in Attachment "A")
- f. Notice to Proceed (as set forth in Attachment "B")
- g. Change Orders (as set forth in Attachment "C")
- h. Construction Change Directive
- i. Progress Schedule (as amended)
- j. Supplementary Agreements
- k. Drawings prepared by the Engineer
- 1. Specifications prepared by the Engineer
- m. Written Addenda or Amendments as executed by the Owner and Contractor
- n. Any other written instructions or interpretations by the Engineer or Owner
- o. Owner's Bid Documents
- p. Contractor's bid dated ______, except for any provisions inconsistent with the Contract Documents, unless such inconsistency is accepted or waived, in writing, by the Owner.
- 7. In the event of a conflict between the Division 1 and Division 2 terms and conditions set forth in this contract and the Division 1 and Division 2 terms and conditions set forth on the Architect drawings, the Division 1 and Division 2 terms and conditions set forth in this contract shall prevail.
- 8. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- 9. This Contract shall be binding upon all parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives, this Contract in four (4) copies each, any of which shall be deemed an original, on the date first above written.

[SIGNATURES APPEAR ON NEXT PAGE]

Witness:	OAKVIEW VENUE MAN	AGEMENT
By:	By:	
Name:	Name:	
Title:	Title:	
[CONTRACTOR MUST FILL IN AN Witness:	ND SIGN BELOW:]	
Ву:	By:	
Name:		
Title:	Title:	

ACKNOWLEDGEMENT AS TO CONTRACTOR

STATE OF	<u></u> :			
COUNTY OF	:			
The foregoin	ng instrument was acknow	ledged before me this	day of	
2025, by	, as the	of		<u>-</u>
, a	company	, organized under the lav	vs of	<u>,</u> who I
instrument made by signed and delivered	erson who, as such authorizes and company, and he did and the same on behalf of sain instrument is the voluntary at its governing body.	cknowledge that he/she, a id company for the uses	as such authorized and purposes the	person, erein set
Name:				
Notary Public of				
(NOTARY SEAL)				
My Commission Ex	pires:			

ACKNOWLEDGMENT AS TO OAKVIEW VENUE MANAGEMENT

STATE OF NEW JERSEY: COUNTY OF ATLANTIC:

On thisday of, 202	25 in the County and	State aforesaid, be	efore me, the
subscriber, a Notary Public authorized to	take acknowledgmen	ts and proofs in said	d County and
State, personally appeared	, the	of Glob	oal Spectrum,
L.P., a Delaware limited partnership, as o			
City Convention Center, as managing age who I am satisfied, in the person who, a the within instrument made by said entity.	such officer of said en	tity, signed, sealed	and delivered
and delivered the same on behalf of said e said instrument is the voluntary act and do of the entity.	ntity for the uses and p	ourposes therein set	forth, and that
Name:			
Notary Public			
My Commission Expires:			
(NOTARY SEAL)			

Attachment "A" Application for Payment (Or Equivalent Owner Approved AIA G702)

NO.				
To:				(OWNER
From	:			
	ract:			
Proje	rect.			
Cont	ract No			
For V	Work accomplished through the date of	f:	·	
1.	Original Contract Price:			\$
2.	Net change by Change Orders and	l Writter	n Amendments (+ or -):	\$
3.	Current Contract Price (1 plus 2):			\$
4.	Total completed and stored to date	e (See Ir	voice Summary):	\$
5.	Retainage (per Contract):			
	% of completed W	ork:	\$	
	% of stored materia	al:		
	Total Retainage:			\$
6.	Total completed and stored to date	e less ret	tainage (4 minus 5):	\$
7.	Less previous Application for Pay	ments:		\$
8.	DUE THIS APPLICATION (6 N	MINUS	7):	\$
TO A OBL FOR THIS	EIVED FROM OWNER ON ACCOMBOVE HAVE BEEN APPLIED OF IGATIONS INCURRED IN CONM. PAYMENT NUMBERED 1 THRES APPLICATION FOR PAYMENT ON TOT DEFECTIVE.	N ACC NECTIO OUGH	OUNT TO DISCHARGE ON WITH WORK COVER INCLUSIVE; AND	ONTRACTOR'S LEGITIMATE ED BY PRIOR APPLICATIONS (2) ALL WORK COVERED BY
the d	empanying this Application for Payme uly executed Partial Release and Waive ocumentation of measurement of unit p	er of Lie	ens of each of the Contractor's	subcontractors and/or suppliers, and
Date	d	By:		Contractor
Subs	of			
Nota	ry Public			

My Commission expires:		
Attachment	"A" - Continued (Or Equivalent Owner Approve	ed AIA G703)

Invoice Summary Section 1.01

Pay Item	Description	Original Lump Sum	Change Orders	Revised Lump Sum	Percent Completed	Previously Billed	Current Billing	Total Billing
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
SUBT	TOTAL - Unit Price TOTAL – Lump Sun AL – All Items							

Attachment "B" Notice to Proceed

Dated:	
TO: . (Contractor)	
ADDRESS:	
Contract: DATED AS OF	
Project:	
	the above contract will commence to run on this date. You are te and start performing your obligations under the Contract on is:
the Owner (with copies to Engineer and other	ction 00620 of this Contract provides that you must deliver to identified additional insureds) certificates of insurance along to be purchased and maintained in accordance with the Contract
OAKVIEW VENUE MANAGEMENT	
By:	
Name: Clark Hughes	
Title: Capital Project Manager	
Copy:	

Attachment "C" Change Order

No	
DATE OF ISSUANCE	EFFECTIVE DATE
OWNER	
CONTRACTOR	<u> </u>
Contract:	
Project:	
Contract No ENGINEER	
You are directed to make the following changes in the Cont Description:	tract Documents:
Reason for Change Order:	
Attachments: (List documents supporting change)	
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times:
	Substantial Completion:
\$	Substantial Completion: Ready for final payment:
	(days or dates)
Net Increase (Decrease) from previous Change Orders	Net change from previous Change Orders No to
No to:	No. :
\$	Substantial Completion:
\$	Ready for final payment:
Contract Price prior to this Change Order:	(days) Contract Times prior to this Change Order:
Contract Frice prior to this Change Order.	Substantial Completion:
\$	Substantial Completion: Ready for final payment:
\$	(days or dates)
Net increase (decrease) of this Change Order:	Net increase (decrease) this Change Order:
ivet increase (decrease) of this change ofder.	Substantial Completion:
\$	Ready for final payment:
Ψ	(days)
Contract Price with all approved Change Orders:	(days) Contract Times with all approved Change Orders:
Contract Price with an approved Change Orders.	Substantial Completion:
\$	Substantial Completion: Ready for final payment:
φ	(days or dates)
	(days of dates)
RECOMMENDED: APPROVED:	ACCEPTED:
Den	D
By: By: OWNER (Authorized Signature)	By: ignature) CONTRACTOR (Authorized Signature)
Date: Date:	Date:

Attachment "C" - Continued

Partial Release and Waiver of Liens

WHEREAS, the undersigned is the Contractor furnishing work, services, materials or equipment upon real estate operated by Oakview Venue Management, as operator of Jim Whelan Boardwalk Hall and the Atlantic City Convention Center, as managing agent for the Casino Reinvestment Development Authority in furtherance of that certain **STOREFRONT RENOVATION & DOOR REPLACEMENT** hereinafter referred to as "Owner").

hereinafter referred to as "Owner").
Receipt is acknowledged of \$, which represents partial payment, bringing the total paid to date against our Contract to \$ for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Owner and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 et seq. relating to this Project, to the extent of \$
We do not waive or release any future lien rights for additional labor and/or materials furnished hereafter in performance of the project.
We agree to hold the Owner and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project todate.
In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned and will not be assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have or will have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been or will be fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.
IN WITNESS WHEREOF, the undersigned has executed and sealed this Partial Release and Waiver of Liens this day of, 2025.
Paid to date: \$
NAME OF CONTRACTOR:
By:
Title:
WITNESS:

00550 Notice to Proceed

Upon execution of the Contract by the Owner, a fully executed copy, together with a Notice to Proceed in the form attached hereto as Attachment "B", will be provided to the Contractor, provided however, that such Notice shall only be issued after Owner's receipt of all required approvals. Receipt of the executed Contract and Notice to Proceed shall constitute the Contractor's authority to enter upon the Project site, provided the Contractor has submitted to the Owner, and the Owner has accepted, the insurance certificates and declaration pages required under Subsection 00620 and a preconstruction conference has been held pursuant to Subsection 01310.5(1). Construction operations shall not begin until the Contractor has supplied, and the Engineer and/or Owner has accepted, Insurance Certificates, the Progress Schedule, bonds and certifications, forms, schedules, and any other reasonable request by the Global Spectrum or submittals required by the Contract Documents.

Construction operations shall begin within thirty (30) calendar days of the Notice to Proceed. The Notice to Proceed is the first day of the Contract Time. Failure of the Contractor to begin operations within thirty (30) calendar days for any reason shall constitute a Contractor delay. Failure to begin operations within forty-five (45) calendar days shall constitute a default for which the Owner may take whatever action deemed appropriate under the Contract, in the Owner's sole and absolute discretion.

The Contractor is not entitled to additional compensation or extension of Contract Time for any delay, hindrance, or interference caused by or attributable to commencement of Work before the twentieth day following the Notice to Proceed.

The Contractor shall give the Engineer at least 72 hours advance notice in writing of its intention to start operations.

00600 Bonds, Insurance and Representations

00610 Performance Bond and Payment Bond

Within ten (10) business days of the date of the Notice of Proceed, the Contractor shall complete and deliver a Performance Bond and a Payment Bond satisfactory to the Owner.

Each bond shall be the sum of not less than the Total Contract Price less the lump sum bid for the Pay Item "Performance Bond and Payment Bond" and shall be maintained by the Contractor until Acceptance. In the event of the insolvency of the surety or if the Performance Bond and Payment Bond have not been properly authorized or issued by the Surety company, the Contractor shall furnish and maintain, as above provided, other surety satisfactory to the Owner.

All alterations, extensions of Contract Time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties of the bonds.

The surety corporation bonds shall be furnished by only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State of New Jersey. The bonds shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the surety company and a true and correct statement of the financial condition of said surety company.

Payment for the Performance Bond and the Payment Bond will be made upon commencement of work on the basis of Pay Item No. 1 as set forth in The Fee Schedule or the actual cost (gross premium), whichever is less, upon submission of a paid bill and the report of execution issued by the Surety showing the gross premium of the bonds and the broker's fee. Upon Completion, the Owner's payment for the Performance and Payment Bond will be adjusted to reflect any increase or decrease in the actual cost of the bonds. Any increase will be based upon the rate schedule certified by the Surety and submitted by the Contractor at the beginning of the Project. If the certified schedule and the paid bill are not submitted at the beginning of the Project, no adjustment will be made. Any increase or decrease in the actual cost of the bonds of less than one hundred dollars will be disregarded. The adjustment will be calculated on whichever of the following methods results in the lowest adjustment:

- 1. The difference between the actual cost paid by the Contractor before the commencement of work and the paid final bill submitted by the surety company or agent.
- 2. The difference between the actual cost paid by the Contractor before the commencement of work and the final amount as calculated by using the certified schedule submitted at the beginning of the Project.

If the amount of this final bill reflects an increase in the cost of the Performance and Payment Bonds, the Owner will pay the Contractor the amount as determined above in the final payment to be made to the Contractor after Acceptance. If the amount of the final bill reflects a decrease in the cost of the Payment and Performance Bonds, the Owner will deduct that amount from the final payment made to the Contractor after Acceptance.

Payment will be made under:

Pay ItemPay UnitPERFORMANCE BOND AND PAYMENT BONDLUMP SUM

00620 Insurance

The Contractor shall procure and maintain, until Acceptance and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work, insurance for liability for damages imposed by law and assumed under the Contract, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. Within five (5) business days of the Notice of Award, the Contractor shall furnish to the Owner a certificate or certificates of insurance together with declaration pages, in a form satisfactory to the Owner, showing that the Contractor has complied with this Subsection. Insurance binders are not acceptable as a form of insurance certificate. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to the Engineer and Owner by certified mail. All certificates, notices, or declaration pages shall be submitted to the Engineer Attention: KTOTH@PSANDS.COM

and Owner Attention: Clark Hughes, Oakview Venue Management Venue Management, 2301 Boardwalk, Atlantic City, NJ 08401. Within five (5) days of commencing Work, the Contractor shall furnish the Owner with a certified copy of each policy of insurance, including the provisions establishing premiums.

Contractor shall obtain and maintain the types of insurance and minimum limits of liability as follows:

1. Comprehensive General Liability Insurance. The minimum limit of liability shall be \$5,000,000 per occurrence as a combined single limit for bodily injury and property. Any excess or umbrella policy obtained by the Contractor so that the minimum limit of liability is provided shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The above-required Comprehensive General Liability policy shall name the Owner, its officers, and employees, Casino Reinvestment Development Authority, its officers and employees, and the Casino Licensees and the City of Atlantic City, New Jersey, and their respective governing bodies, as additional insureds.

The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage. Moreover, such policy shall be endorsed so as to delete any exclusions applying to property damage liability arising from explosions or arising from damage to underground utilities and collapse of foundations.

The insurance policy shall be endorsed to include contractual liability coverage, premises/operations coverage, products/completed operations coverage, broad form property damage coverage, independent contractor's coverage, and personal injury coverage.

The Contractor shall provide documentation from the insurance company that indicates the cost, if any, of naming the Owner, its members, officers, employees, and other parties as additional insureds.

- 2. Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, and hired vehicles with minimum limits of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage, together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equals or is greater than \$5,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.
- **3. Owner's and Contractor's Protective Liability Insurance.** The Contractor shall provide a separate Owner's and Contractor's Protective Liability Insurance Policy. The minimum limit of liability shall be \$5,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy is to be written for the benefit of the Owner, its members, directors, officers and employees, and they are to be named as the insured. The Casino Licensees and the City of Atlantic City, New Jersey are to be additional insureds.
- 4. Workers Compensation and Employer's Liability Insurance. Workers Compensation Insurance shall be provided according to the requirements of the laws of the State of New Jersey, and shall include an all states endorsement to extend coverage to any State that may be interpreted to have legal jurisdiction. Employer's Liability Insurance shall be provided with the following minimum limits:
 - a. \$100,000 each accident
 - b. \$100,000 Disease each employee
 - c. \$500,000 Disease aggregate limit

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor does it preclude the Owner from taking such other actions as are available to it under any other provisions of this Contract or otherwise at law.

All proof of insurance submitted to the Owner shall clearly set forth all exclusions and deductible clauses. Standard exclusions will be allowed provided they are not inconsistent with the requirements of this Subsection. Allowance of any additional exclusions is at the discretion of the Owner. Regardless of the allowance of exclusions or deductions, the Contractor shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of the Contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its

insurance policies as necessary and to provide new certificates of insurance so that the Owner is continuously in possession of evidence of the Contractor's insurance according to the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Subsection, the Owner may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Owner. The Owner may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. Alternately, the Owner may default the Contractor and direct the Surety to complete the Project. During any period when the required insurance is not in effect, the Engineer may suspend performance of the Contract. If the Contract is so suspended, additional compensation or extension of Contract Time is not due on account thereof.

Payment for any of the required insurance for this Project is included in the Total Contract Price, and Contractor shall not be entitled to any further or additional compensation in regard to fulfilling the requirements of this Subsection.

00630 Representations

00630.1 RESERVED

00630.2 Summary of Work.

The Project consists of the construction of Structural Repairs to Atlantic City Boardwalk Hall.

00630.4 Permits.

The Contractor shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Contractor shall deliver to the Engineer all original licenses, permits and approvals obtained by the Contractor in connection with the Work prior to the final payment or upon termination of the Contract, whichever is earlier. (Permits are filed through the New Jersey Department of Community Affairs)

00630.5 Examination of Contract Documents and Site of Project

The Contractor has examined carefully the site of the proposed Project and the Contract Documents before execution of the Contract. The execution of this Contract is conclusive evidence that the Contractor has made such examination and is fully aware of the conditions to be encountered in performing the Work and is fully aware of the requirements of the Contract Documents and has considered the following:

1. **Investigation of subsurface and Surface Conditions.** Where the Owner has made investigations of subsurface conditions in areas where Work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, such investigations are made only for the purpose of study, estimating and design. Where such investigations have been made, the records of the Owner as to such investigations have been made available to the Contractor, subject to and upon the conditions set forth herein. In the event the Contractor's site examination reveals that site conditions are inconsistent with the Contract Documents, the Contractor shall immediately notify the Engineer.

- 2. Project Areas and Access Location Availability. The Contractor shall consider the effect on its work schedule of any delays in Project Area and access availability. The execution of this Contract shall be considered conclusive evidence that the Contractor has considered such delays and made allowance for them in the Progress Schedule.
- **3. Utilities.** The Contractor shall consider the effect on its work schedule the existence and requirement to avoid or temporarily relocate utilities. The Contractor shall consider, in its fee schedule submission, the implementation of temporary utilities and permanent utilities required for performance of the Work.
- **4. Other Contractors.** The Contractor shall examine the Project site and adjacent areas so as to be fully aware of other contractors working on or adjacent to the site. The Contractor shall become fully aware of the operations of such contractors and how their operations may affect Contractor's progress. The Contractor shall also consider and allow for the right of the Owner at any time to contract for and perform other or additional work in, on or near the Project Area.
- 5. Existing Structures. The Contractor shall be familiar with existing structures located within the Project Area. However, all structures, as identified by the Engineer as "not to be disturbed," shall be avoided and protected by the Contractor in order to complete the Work. The Contractor must cooperate with the Owner of the structure to minimize conflict with the operation of the building. The Contractor must avoid disruption of utility service and life safety systems to the occupants of the building. The Contractor must also protect the owners and patrons of the retail operations within the building from injury resulting from construction operations, equipment installation and demolition activities.

00700 General Conditions

00700.1 General

The titles and headings of the Section, Subsections, and Subparts herein are intended for convenience of reference and shall not be considered as having bearing on their interpretation.

Working titles that have a masculine gender, such as "workman," "foreman," "materialman," and "flagman" are used in the Contract Documents for the sake of brevity, and are intended to refer to persons of either sex.

When a publication is specified, it refers to the most recent date of issue, including interim publications, before the date of the receipt of proposals for the Project unless the issue as of a specific date or year is provided for.

Whenever a slope is indicated in the Specifications, it is given in horizontal to vertical dimensions. The horizontal will be indicated with an "H" and the vertical will be indicated with a "V."

00700.2 Terms

When the following terms are used in the Contract Documents, the intent and meaning shall be as follows:

ACCEPTANCE. The term "Acceptance" means the formal written acceptance, by the Owner, of the Project that has been completed in all respects according to the Contract Documents.

ACCEPTANCE TESTING. Testing conducted by the Engineer to measure the degree of compliance to the Contract Documents.

ENGINEER. The term "Engineer" means PS&S Architects, the Owner's professional Architect acting directly or through the Engineers's duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.

To avoid repetition, unless otherwise stated, whenever the following words are used, it shall be understood as if they were followed by the words "to the Engineer" or "by the Engineer": "acceptable, accepted, added, allowed, applied, approved, assumed, authorized, awarded, calculated, charged, checked, classified, computed, condemned, conducted, considered, considered necessary, contemplated, converted, deducted, deemed, deemed necessary, deleted, designated, determined, directed, disapproved, divided, documented, established, evaluated, examined, excluded, furnished, given, granted, included, incorporated, increased, indicated, inspected, insufficient, issued, made, marked, measured, modified, monitored, notified, observed, obtained, opened, ordered, paid, paid for, performed, permitted, provided, received, recorded, reduced, re-evaluated, rejected, removed, required, reserved, retested, returned, sampled, satisfactory, scheduled, specified, stopped, submitted, sufficient, suitable, supplied, suspended, taken, tested, unacceptable, unsatisfactory, unsuitable, or used."

BY OTHERS. The term "by others" refers to a person, firm, or corporation other than the Contractor or its surety or persons, firms, or corporations in a contractual relationship with the Contractor or the surety, such as a subcontractor, supplier, fabricator, or consultant at any tier.

CALENDAR DAY. Each and every day shown on the calendar.

CASINO LICENSEE. The term "Casino Licensee" shall mean all casino licensees that contribute funding to the CRDA, and their respective directors, officers and employees.

CHANGE ORDER. The term "Change Order" means a written order issued by the Engineer and the Global Spectrum to the Contractor after execution of the Contract as set forth in Attachment "C" authorizing one or more of the following:

- 1. Changes in the Work.
- 2. Adjustments in the basis of payment for the Work affected by the changes.
- 3. Adjustments in the Contract Time.
- 4. Adjustments to the Scope of Work

CITY. The term "City" shall mean the City of Atlantic City, New Jersey.

COMPLETION. The term "Completion" means Completion of the Work. Completion shall occur when:

- 1. the Work has been satisfactorily completed in all respects according to the Contract Documents and punch list items are finalized and complete;
- 2. the Contractor has satisfactorily executed and delivered to the Engineer and/or Owner all documents, certificates, and proofs of compliance required by the Contract Documents, it being understood that the satisfactory execution and delivery of said documents, certificates, and proofs of compliance is a requirement of the Contract.

CONSTRUCTION CHANGE DIRECTIVE. A construction change directive is a written order prepared by the Engineer and signed by the Owner and Engineer, directing a change in the Work prior to the issuance of a Change Order.

- CONSTRUCTION OPERATIONS. Construction operations shall include mobilization, movement or installation of utilities, construction, punch list and final clean up of the site.
- CONTRACT. The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the Owner and the Contractor setting forth the obligations of the parties there-under, including, but not limited to, the performance of the Work and the basis of payment.
- CONTRACT DOCUMENTS. The term "Contract Documents" consist of the Contract between Owner and Contractor, Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract.
- CONTRACT TIME. The term "Contract Time" means the number of Calendar Days including authorized adjustments allowed for Completion. This Calendar Day Contract shall be completed on or before the day indicated even when that date is a Saturday, Sunday, or holiday.
- CONTRACTOR. The term "Contractor" means the individual, firm, partnership, corporation, or any acceptable combination thereof contracting with the Owner for performance of the prescribed Work. Throughout the Contract Documents, the Contractor is referred to as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- COUNTY. The term County means the County of Atlantic, New Jersey.
- CRDA. The term "CRDA" shall mean the Casino Reinvestment Development Authority.
- CURRENT CONTROLLING OPERATION OR OPERATIONS. The current controlling operation or operations is to be construed to include any feature of the Work, which, if delayed at the time in question, delays the overall time of Completion.
- DAYS. Unless otherwise designated, days, as used in the Contract Documents, means Calendar Days.
- DISPUTE. The term dispute is defined as a disagreement between the Owner and the Contractor with regard to the Work or Contract Documents.
- DRAWINGS. The Drawings are the graphic and pictorial portions of the Contract Documents prepared by the Engineer and Architect, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- EQUIPMENT. Equipment means all machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction of the Work.
- EXTRA WORK. The term "Extra Work" means new and unforeseen work found essential to the satisfactory completion of the Project, as determined by the Engineer, and not covered by any of the various Pay Items set forth in Exhibit "G". In the event portions of such work are determined by the Engineer to be covered by one of the various Pay Items set forth in Exhibit "G" or combinations of

- such items, the remaining portion of such work will be designated as Extra Work. Extra Work also includes work specifically designated as Extra Work in the Contract Documents.
- EXTREME WEATHER CONDITIONS. When, solely as a result of adverse weather, the Contractor is not able to work, the Contractor is entitled to claim that progress of the Work has been affected by extreme weather conditions and may seek an extension of Contract Time consistent with the provisions of Subsection 01310.11A.
- HOLIDAYS. The following days shall be considered holidays for use in determination of Working or Business Days:

New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day President's Day

- INSPECTOR. The Engineer's authorized representative assigned to inspect contract performance, methods, and materials related to the Work both on and off the site of the Project.
- ITS OWN ORGANIZATION. The term "Its Own Organization" shall be construed to include only workers customarily employed and paid directly by the Contractor and equipment owned or rented by the Contractor, with or without operators.
- MAJOR PAY ITEM. The term "Major Pay Item" means the following categories of the Work: payment and performance bond, site-work, general construction work, roofing and flashing, masonry, tile work, mechanical and electrical work.
- MATERIALS. Any substances specified, and approved, for use in the performance of the Project.
- MINOR PAY ITEM. The term "Minor Pay Item" includes all categories of the Work that are not defined as a Major Pay Item.
- MODIFICATION. 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 Engineer.
- NOTICE TO PROCEED. The term "Notice to Proceed" means the written notice to the Contractor to begin Work, as set forth in Attachment "B".
- NIC. The term "NIC" means work that is not included in the contract. The work will be furnished and installed by the Owner.
- OWNER. The term "Owner" means the Global Spectrum L.P. as operator of Boardwalk Hall and the Atlantic City Convention Center, as managing agent for the CRDA, acting directly or through duly authorized representatives, such representatives acting within the scope of the particular duties delegated to them.
- PAY ITEM. The term "Pay Item" means a specifically described item of Work for which there is a per unit or lump sum price, as set forth in Exhibit "G".

- PERFORMANCE BOND AND PAYMENT BOND. The term "Performance Bond and Payment Bond" means the approved form of security, executed by the Contractor and its surety or sureties, guaranteeing complete performance of the Contract in conformity with the Contract Documents and the payment of all legal debts pertaining to the construction of the Project.
- PLANS. The approved plans, profiles, typical sections, cross-sections, working drawings, and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, quantities, and details of the Work to be done.
- POLICE. The term "police" shall mean a person authorized to enforce the laws of the State of New Jersey and its political subdivisions, who has jurisdiction at the Project site or elsewhere.
- PRECONSTRUCTION MEETING AND PROJECT MEETINGS. The initial Project and on-going meetings conducted by the Engineer, held before the start of Work, and during the conduct of the Work, from time to time, as called for.
- PROGRESS SCHEDULE. The term "Progress Schedule" means the schedule or timeline prepared by the Contractor to conduct the Work, and which details the periods and milestones for completing the Work, as amended and as approved as provided in the Contract.
- PROJECT. The term "Project" means the construction of the Skylight Gutter Renovations Atlantic City Convention Center and all other necessary and desirable work as approved in accordance with the terms and conditions of the Contract.
- PROJECT AREA. {Atlantic City Convention Center Atrium Roof}. The Project may include work by others under other contracts.
- PROJECT ACCESS LOCATION(S). The specific access points or locations identified on the Project Plans for ingress and egress to the Project Area.
- PROPERTY. The specific block and lot identified and as otherwise further delineated in the Specifications and Project Plans.
- RETAINAGE. The term, "Retainage" means from the total amounts ascertained as payable in accordance with the Contract, an amount equivalent to ten percent (10%) of the amount due under Contractor's invoice and Application for Payment deducted and retained by the Owner pending Final Payment.
- RIGHT-OF-WAY (ROW). A general term denoting all of the land, property, or interest therein, usually in a strip, acquired for or devoted to transportation purposes or construction of a public improvement.
- ROADWAY. The portion of the highway, street, or road within the City that is used by the Contractor to haul, transport materials and equipment to/from the Project Area.
- SHALL. Designates an obligation of the Contractor, unless otherwise indicated.
- SHOP DRAWINGS. The drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

- SPECIFICATIONS. The compilation of provisions and requirements for the performance of prescribed work, or other information giving interpretations or revisions to them, any and all Supplementary Agreements, and whether expressly incorporated by reference or not, all applicable regulatory requirements, and best manufacturing practice standards.
- STANDARD WORKING HOURS. The term "Standard Working Hours" means Monday through Friday and times of 7:00 am to 5:00 pm eastern prevailing time.
- STATE. The "State" means the State of New Jersey.
- SUBCONTRACTOR. Subcontractor means an individual, firm, partnership, corporation, or any acceptable combination thereof, to which the Contractor subcontracts part of the Work.
- SUBMITALS. The documents required to be provided to the Engineer and/or Owner prior to and during the performance of the Work.
- SUBSTANTIAL COMPLETION. The term "Substantial Completion" means the point at which the performance of all Work on the Project has been completed but excluding final cleanup and repair of unacceptable Work, and provided the Owner and Engineer have solely determined that:
 - (i). the Project is safe and convenient for use by the public, and
 - (ii). failure to complete the Work and repairs excepted above does not result in the deterioration of other completed Work.
- SUPPLEMENTARY AGREEMENT. The term "Supplementary Agreement" means a bilateral agreement between the Owner and the Contractor, executed on a Change Order form, setting forth the negotiated terms and conditions whereunder changes are to be accomplished, including negotiated adjustments in compensation and time of Completion. The Supplementary Agreement shall be conclusive as to all questions of compensation and extensions of Contract Time relative to the subject of the agreement excepting only those instances wherein the agreement recites specific exceptions.
- SURETY. The corporate body bound with and for the Contractor for the full and complete performance of the Contract and for the payment of all debts and obligations pertaining to the Work.
- TOTAL ADJUSTED CONTRACT PRICE. The term "Total Adjusted Contract Price" means the Total Contract Price as it is adjusted through the issuance of Change Orders and Construction change directives and the calculation of as-built quantities, if applicable.
- TOTAL CONTRACT PRICE. The term "Total Contract Price" means the correctly determined summation of lump sum amounts and products of all quantities of unit price Pay Items multiplied by the unit prices set forth in Exhibit "G."
- TOWN, TOWNSHIP, CITY. A subdivision of the County used to designate or identify the location of the Project.
- TRAVELED WAY. The portion of the roadway for the movement of vehicles exclusive of shoulders and auxiliary lanes.
- UTILITY. A publicly, privately, or cooperatively owned agency or agencies operated by one or more persons or corporations for public service.

WILL. Designates an action to be taken by the Owner, the Engineer, or any authorized representative, unless otherwise indicated.

WORK. The term "Work" means the furnishing of any and all labor, services, materials, equipment, tools, transportation, supplies, and other incidentals necessary or convenient for the successful completion by the Contractor of the construction described in the Contract Documents and the carrying out of any and all duties and obligations imposed by the Contract Documents on the Contractor.

WORKING OR BUSINESS DAY. Any Calendar Day, exclusive of:

- 1. Saturdays, Sundays, and holidays;
- 2. Days on which the Contractor is specifically required by the Contract Documents to suspend construction operations; and
- 3. Days on which the Contractor is prevented by inclement weather or conditions resulting immediately there-from adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

Should the Contractor prepare to begin work at the regular starting time in the morning of any day on which inclement weather, or the conditions resulting from the weather, prevent the work from beginning at the usual starting time, and the crew is dismissed as a result thereof, and the Contractor does not proceed with at least 75 percent of the normal labor and equipment force engaged in the current controlling operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operations or operations, the Contractor will not be charged for a Working Day whether or not conditions should change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

00700.3 Intent

The intent of the Contract Documents is to describe a functionally complete and aesthetically acceptable Project to be constructed and completed by the Contractor in every detail according to the Contract Documents. Any Work that may be reasonably inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best construction practice is to prevail and only materials and workmanship of the first quality are to be used. Only where the Contract Documents specifically describe a portion of the Project as being performed by others is the Work deemed not to constitute construction of the entire Project.

00700.4 Changes

The Owner, through the Engineer, reserves the right to make, in writing, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations do not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the Work or, by affecting other work, cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profits, will be made to the Contract.

The adjustment to the cost resulting from a change in Work shall be determined by the lesser of:

1. By unit prices stated in the Contract Documents; or

- 2. By cost, defined below, properly itemized and supported by sufficient substantiating documentation to permit evaluation, plus a profit or no more than five percent (5%) of items 'a' through 'e' described below. Such costs shall be itemized by crafts as defined in the schedule of values and limited to the following items directly allocable to the change in the Work:
 - a. Costs of materials, including cost of delivery;
 - b. Fully-burdened cost of labor, including but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation, fringe benefits required by agreement or routinely paid by Contractor, and worker's or workman's compensation insurance;
 - c. Contractor Supervision/Overhead allowance not to exceed ten percent (10%) of 'a' plus 'b'; the parties agree that this mark-up shall fully cover all Contractor overhead;
 - d. Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Contractor must prove reasonable rental rate pursuant to actual ownership costs.
 - e. Cost of any subcontracted work subject to the above requirements and limitations.
 - f. Insurance and bond premiums not to exceed a total of 1% of the change order amount.

Any dispute regarding the cost of the change, as calculated above, shall not relieve the Contractor from proceeding with the change as directed by the Owner or Engineer.

If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- 1. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
- 2. When the as-built quantity of a Major Pay Item, as defined herein, that is based on unit price is in excess of 120 percent or below 80 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 120 percent of original Contract item quantity, or in case of a decrease below 80 percent, to the actual amount of work performed.

Changes that solely involve the increase or decrease in the quantity of Pay Items (not involving unit price adjustments pursuant to Subsection 00700.7), the elimination of Pay Items, the adjustment of the estimated quantities which are set forth in Attachment "A" as the result of as-built calculations, or minor changes in the Work as provided in 00700.5, may be affected by a Construction change directive or by a Change Order (in the form set forth in Attachment "C"), as determined by the Engineer. All other changes will be included in a Change Order that specifies, in addition to the Work to be done, an adjustment of Contract Time, if any, and the basis of compensation for such Work. A Change Order does not become effective until the Owner has approved the proposed Change Order submitted by the Engineer.

Upon receipt of a Construction change directive or Change Order, the Contractor shall proceed with the ordered Work. Where the changes involved require a Change Order, and a Change Order has not yet been issued, the Owner may direct, by Construction change directive, that the Contractor proceed with the desired Work, and the Contractor shall comply. In such cases, the Owner will, as soon as practicable, issue a Change Order for such Work.

When the compensation for an item of Work is subject to adjustment under the provisions of Subsections 00700.5 through 00700.11 the Contractor shall furnish the Engineer with adequate detailed cost data for such item of Work.

In addition to Construction change directives and Change Orders, the terms and conditions relating to changes may be negotiated with the Contractor. If the Contractor signifies acceptance of such terms and conditions by executing a Supplementary Agreement, and if such Supplementary Agreement is approved by the Owner and issued to the Contractor, payment according to the terms and conditions as to compensation and adjustments in the Contract Time therein set forth constitutes full compensation and a mutually acceptable adjustment of Contract Time for all Work included therein or required thereby. The Contractor agrees that a proposed Supplementary Agreement that is not approved by the Owner or that is rejected by the Contractor shall have no effect and that neither may attempt to use it in any litigation that may result from the Contract.

The Contractor acknowledges and agrees that no claim for additional compensation shall be made because of any alteration, deviation, addition to, or omission from the Work required by the Contract, by reason of any variation between the approximate quantities as set forth in Exhibit "G" and subsequent owner approved schedule of values and the quantities of Work as done, by reason of Extra Work, by reason of elimination of Pay Items, or by reason of changes in the character of Work, except as allowed in this Section.

The Contractor acknowledges and agrees that no claim for additional compensation or extension of Contract Time within the scope of this Section will be allowed if asserted after Acceptance.

00700.5 Minor Changes in the Work.

The Engineer has the authority to order minor changes in the Work not involving an adjustment to the unit or lump sum prices, or an adjustment to Pay Items, or an extension of Contract Time, and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Construction change directive and are binding on the Owner and the Contractor. Additional compensation or extension of Contract Time will not be allowed.

00700.6 Procedure and Protest.

A Construction change directive or Change Order may be issued at any time. Should the Contractor disagree with any terms or conditions set forth in a Construction change directive or a Change Order, the Contractor shall submit a written protest to the Engineer within 5 days after the receipt of such Construction change directive or Change Order on forms furnished by the Engineer as directed by the Owner. The protest shall state the points of disagreement, and, if possible, the specification references, quantities, and costs involved. The protest shall be a specific, detailed statement of the points of disagreement, and the Owner reserves the right to reject general protests. Rejected general protests that are not cured by the submission of a specific, detailed statement within five days of such rejection will not be considered. If a written protest is not submitted, payment will be made as set forth in the Construction change directive or Change Order and such payment constitutes full compensation for all Work included therein or required thereby and also is conclusive as to any Contract Time adjustments provided for therein or in establishing that no Contract Time adjustment was warranted.

Protests related to Work ordered by Construction change directive, but as to which a Change Order is required, shall be made within 5 days after receipt of the Construction change directive. Subsequent issuance of the Change Order shall not be the basis for a protest except to the extent that the Change Order differs materially from the Construction change directive.

Where the protest concerning a Construction change directive or a Change Order relates to compensation, the compensation payable for all Work specified or required by said Construction change directive or Change Order to which such protest relates, if later deemed appropriate by the Owner, will be determined as provided in Subsection 01450.5 through 01450.8. The Contractor shall keep full and complete records

of the cost of such Work and shall permit the Owner and Engineer to have such access thereto consistent with Subsection 01290.9, as may be necessary to assist in the determination of the compensation payable for such Work.

Where the protest concerning a Change Order relates to the adjustment of Contract Time, the time to be allowed, if later deemed appropriate, will be determined as provided in Subsection 01310.11 (Extensions and Reductions of Contract Time).

00700.7 Increased or Decreased Quantities.

Increases or decreases in the quantity of a Pay Item will be determined by comparing the partial or total asbuilt quantity of such item of Work, as applicable, with the quantity set forth in Exhibit "G" and subsequent owner approved schedule of values or the Project Plans, as applicable. In making such a comparison, quantities that are the subject of Supplementary Agreements or Change Orders for Extra Work will not be considered.

Minor Pay Items are not eligible for any adjustment in unit price regardless of how much the total as-built quantity varies from the quantity set forth in Exhibit "G" and subsequent owner approved schedule of values unless eligible for adjustment pursuant to Subsection 00700.9.

00700.8 Eliminated Items.

Should any Pay Item set forth in Exhibit "G" and subsequent owner approved schedule of values be found unnecessary for the proper completion of the Work, the Engineer may, upon written order to the Contractor, eliminate such item from the Contract. In such case compensation, if any is appropriate, will be made as provided in this Subsection.

If acceptable material is ordered by the Contractor for the eliminated item before the date of notification of such elimination and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for becomes the property of the Owner, and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Engineer so directs, the material shall be returned, and the Contractor will be paid for the actual cost or charges made by the vendor for returning the material. The actual costs of handling returned material will be paid for.

A reduction in the Contract Time may be made by the Engineer as a result of an eliminated item, if appropriate.

00700.9 Changes in Character of Work.

If the Owner determines that an ordered change in the work materially changes the character of the work of a Pay Item, or a portion thereof, and if the change substantially increases or decreases the actual cost of such changed item as compared to the actual or estimated cost of performing the work of said item according to the Contract Documents originally applicable thereto, in the absence of a Supplementary Agreement or un-protested Change Order specifying the compensation payable, an adjustment in compensation will be made according to the following:

- 1. The basis of such adjustment in compensation will be the difference between the actual cost to perform the work of said item or portion thereof involved in the change as originally planned or estimated and the actual cost of performing the work of said item or portion thereof involved in the change, as changed. Any such adjustment is to apply only to the portion of the work of said item actually changed in character.
- 2. If the compensation for an item of Work is adjusted under this Subsection, the costs recognized in determining such adjustment and quantity involved will be excluded from consideration in making an adjustment for such item of Work under the provision in Subsection 00700.7.

Failure of the Owner to recognize a change in character of the Work at the time a Construction change directive or Change Order is issued does not relieve the Contractor of the duty and responsibility of filing a written protest within the five-day limit as provided in Subsection 00700.6.

00700.10 Extra Work.

The Owner reserves the right to require Extra Work as needed for the satisfactory completion of the Project. Such Work will be designated as Extra Work when it is determined by the Engineer that such Work is not required according to the Contract Documents originally applicable thereto. In the event portions of such Work are determined to be required according to the Contract Documents originally applicable thereto, the remaining portion of such Work will be designated as Extra Work. Extra Work also includes Work specifically designated as Extra Work in the Contract Documents.

The Contractor shall do such Extra Work and furnish labor, material, and equipment therefor upon receipt of a Change Order, Construction change directive, or Supplementary Agreement. In the absence of such, the Contractor shall not perform, nor be entitled to payment for, such Extra Work.

If the Contractor and the Owner cannot agree on a Supplementary Agreement for Extra Work and the Engineer deems it inadvisable to have such Work completed by the Contractor, the Owner may elect to have such Work completed by others, and the Contractor shall not interfere therewith nor have any claim for additional compensation as the result of such election.

00700.11 Notification of Changes.

The Contractor shall promptly report to the Engineer changes that the Contractor believes constitute a change to the Contract. Except for changes identified as such pursuant to Subsections 00700.4 and 00700.5 the Contractor shall promptly notify the Engineer in writing within five (5) days from the date that the Contractor identifies any Changes, which the Contractor regards as a change to the Contract terms and conditions. In no event shall the Contractor begin Work or incur any expenses with relation to the claimed change before giving notice.

The notice shall state the following on the basis of the most accurate information available to the Contractor:

- 1. The date, nature, and circumstances of the conduct or circumstances regarded as a change.
- 2. The name, function, and activity of each person involved in or knowledgeable about such conduct or circumstances.
- 3. The identification of any documents and the substance of any oral communication involved in such conduct or circumstances.
- 4. In the instance of alleged Extra Work, the basis for the Contractor's claim that the Work is extra.
- 5. The particular elements of Contract
 - a. What Pay Items have been or may be affected by the alleged change.
 - b. What labor or materials or both performance for which the Contractor may seek additional compensation under this Section including: have been or may be added, deleted, or wasted by the alleged change and equipment idled, added, or required for additional time.
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change.
 - d. What adjustments to Contract price, delivery schedule, and other provisions affected by the alleged change are estimated.

Following submission of the notice, the Contractor shall diligently continue performance of the Contract to the maximum extent possible according to the Contract Documents, unless such notice results in a direction by the Engineer, in which event the Contractor shall continue performance in compliance therewith, provided, however, that if the Contractor regards such direction itself as a change, notice shall be given as provided above. All directions, orders, and similar actions of the Engineer will be reduced to writing and copies thereof furnished to the Contractor.

The Engineer will promptly and in any event within ten (10) days after receipt of notice, respond thereto in writing. In such response, the Engineer will do one of the following:

- 1. Confirm that the conduct or circumstance of which the Contractor gave notice constitutes a change, and when necessary direct the mode of further performance.
- 2. Revise or rescind any communication regarded as a change.
- 3. Deny that the conduct or circumstance of which the Contractor gave notice constitutes a change, and when necessary direct the mode of further performance; or
- 4. In the event the Contractor's notice information is inadequate to make a decision under Items 1, 2, or 3 of this paragraph, advise the Contractor as to what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Owner will respond.

If the Engineer confirms that conduct or circumstances effected a change as alleged by the Contractor, and such conduct or circumstances causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under the Contract, an adjustment in compensation will be made according to the provisions of this Section, and the Contract will be modified in writing accordingly. In the case of drawings, designs, or specifications that are defective and for which the Owner is responsible, the adjustment will be made to include the cost and extension of Contract Time for delay reasonably incurred by the Contractor in attempting to comply with such defective drawings, designs, or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of materials made obsolete or excess as a result of a change confirmed by the Engineer pursuant to this Subsection is included in the adjustment in compensation, the Engineer has the right to prescribe the manner of disposition of such materials. Adjustments will not be made that include increased costs or extensions of Contract Time for delay resulting from the Contractor's failure to provide adequate notice or to continue performance as provided above. Any adjustments of Contract Time will be made pursuant to Subsection 01310.11.

The failure of the Contractor to give notice pursuant to the provisions of this Subsection shall constitute a waiver of any and all claims and damages that could have been avoided or mitigated had such timely notice been given. Moreover, no action or inaction of any person shall constitute a waiver of the Owner's absolute right to receive written notice of an alleged claim pursuant to this Subsection.

DIVISION 1 - GENERAL REQUIREMENTS

01100 Summary

01110 Summary of Work

The Project consists of the construction of the Skylight Gutter Renovations Atlantic City Convention Center.

01140 Work Restrictions

01140.1 PROPERTY OWNER OCCUPANCY

- A. The Property Owner(s) intend to occupy the Project during the construction period for the conduct of normal operations.
- B. Cooperate with Property Owner to minimize conflict, and to facilitate Property Owner's operations.
- C. Protect the building and patrons of the establishment involved/affected by the construction operations from injury resulting from all construction operations, equipment, installations or demolition.
- D. Schedule the Work to accommodate building occupancy and operation.

1140.2 RESERVED

01140.3 Work Time.

The Contractor is limited to working the Standard Working Hours. However, if the Contractor so requests, the Owner may consider seeking approval for the Contractor to work outside of the Standard Working Hours. No work is to be progressed outside of Standard Working Hours unless approved in writing by the Owner.

01140.4 Consideration and Safety of, and Coordination with Global Spectrum Operation.

The Contractor is aware that the Project Area is a Convention Center which may result in the public being attracted to the construction activity. As such, the Contactor shall take care and be cognizant at all times of pedestrians within right-of-ways and persons that may be attracted to the Work activities. At all times, the Contractor must take all necessary and desirable measures to protect equipment and materials used in performance of the Work from accessibility by third parties. The Contractor shall not be entitled to additional compensation or an extension of time in the Contract due to such pedestrian traffic conditions.

If in the opinion of the Owner, in consultation with the Engineer, the Contractor is not abiding by applicable public safety laws and regulations, or determines that the Project Area has not been secured after work hours to prevent the injury to third parties, the Owner will instruct the Engineer to halt the Project in accordance with Subsection 01310.14 (Temporary Suspension of Work) and contract with the local authorities or take whatever measures necessary and desirable to protect public safety. The Owner will be entitled to reimbursement of all reasonable costs and expenses from the Contractor associated with such determination, in accordance with Subsection 01360.14 (Recovery of Monies by the Owner).

01140.5 Damage to Property.

The Contractor shall protect all local roadways, and private property from damage. Any damage caused by the Contractor shall be considered part of the Contractor's risk and included as part of the Contractor's costs for the Project. The Contractor's obligation in this Subsection is in addition to other similar obligations of the Contract, including those set forth in Sections and Subsections 00630.5 (Examination of Contract Documents and Site of Project), 11020 (Site Restoration and Final Cleanup), 01450.16 (Load Restrictions), 01450.17 (Maintenance During Construction), 01450.18 (Failure to Maintain Project Area, Surroundings and Roadway). A failure by the Contractor to repair any of the above mentioned items in a

prompt and timely manner, as determined by the Owner, in its sole discretion, shall be cause for the Owner to contract with a separate contractor to repair the damage and be reimbursed by the Contractor in accordance with Subsection 01360.14 (Recovery of Monies by the Owner). An exception to requiring immediate repair may be approved by the Owner, if the damage is expected to be repetitive due to the nature of the vehicle traffic, is not a danger to the public, and not required by the owner of the right-of-way or other public property, or the private landowner impacted. However, all such approvals must be issued in writing by the Owner and the City. The Contractor shall also be responsible for repairing the damage allowed to remain until Substantial Completion at the Contractor's cost or reimburse the Owner in accordance with Subsection 01360.14 (Recovery of Monies by the Owner).

01140.6 Use of Site.

The use of the Project Area is limited to the construction needed for the completion of the Project. The Project Area shall not be used to store equipment or materials other than that to perform the Work called for under the Contract. In addition, at the end of the work day, unless in a location that would prove difficult logistically to move equipment, all machinery and purchased materials shall be stored outside of the Project Area.

01200 Price and Payment Procedures

01210 Allowances

Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.

Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance. All other costs will be reimbursed at actual with supporting documentation.

01270 Measurement of Quantities

Measurements will be made according to the United States customary English units.

The method of measurement and computations to be used in determination of quantities of Work performed under the Contract are those methods generally recognized as conforming to good Engineering practice. The method of measurement chosen must be consistent and unchanging through the life of the Project.

The term "lump sum" when used as a basis of payment means complete payment for the Work of that item, and that item will not be measured.

When the unit price Pay Items set forth in Exhibit "G" and subsequent owner approved schedule of values are specified to be the pay quantity, either the Engineer or the Contractor may request that the quantity be measured. If the Contractor makes such a request, it shall be accompanied by drawings, calculations, or other information indicating that the quantity in Exhibit "G" and subsequent owner approved schedule of values is not correct.

01290 Payment Procedures 01290.1 Scope of Payment.

The Contractor shall receive and accept the compensation provided for in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work, and for performing all Work contemplated and embraced under the Contract in a complete and acceptable manner. Except where specifically provided elsewhere in the Contract Documents, compensation shall encompass full payment for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, or for the action of the elements, or for any unforeseen difficulties that may be encountered during the prosecution of the Work until Acceptance.

The payment for the various Pay Items set forth in Exhibit "G" and subsequent owner approved schedule of values encompasses all compensation for work essential to each Pay Item. Work essential to each Pay Item will not be measured or paid for under any other Pay Item in the Contract Documents.

01290.2 Payment for Contractor's Expenses During Delays.

The Contractor is expected to be familiar with the type of work being progressed under this Contract. Therefore, no delays due to, for example, weather, flooding, coordination with subcontractors, and adjacent work by others will be compensated by the Owner. The Contractor shall take any and all necessary and desirable steps to be familiar with all aspects of the Project, including, without limitation, the Project Area, the contemplated Work, and the Project Plans and Specifications.

01290.3 Partial Payments.

The Owner will make monthly estimated payments to the Contractor based on the approximate quantities of Work satisfactorily performed according to the Contract Documents during the preceding month. Partial payments on account of such monthly estimate will be made based on the prices set forth in Exhibit "G" and subsequent owner approved schedule of values or as provided by Construction change directive, Change Order, or Supplementary Agreement. The Owner will also pay the Contractor for materials delivered according to Subsection 01290.4.

Before the issuance of each monthly payment before Substantial Completion, the Contractor shall present an invoice along with a fully completed Application for Payment in the form set forth in Attachment "A." The Application for Payment shall include a Partial Release and Waiver of Liens executed by the Contractor and by any subcontractor or supplier who has provided work, services, material or equipment to the Project and is requesting payment for any of the Work encompassed by the Application for Payment, waiving the Contractor's, subcontractor's and/or supplier's right to assert a construction lien in regard to the Project pursuant to N.J.S.A. 2A:44A-1 to the extent of payments actually received for work, services, materials or equipment provided or to be provided.

Pay Items that are on a lump sum basis will not be measured. However, payment for such items will be included in partial payments consistent with the provisions of the Subsection describing the Work under the lump sum Pay Item. Where the method of payment is not described under the Subsection describing the Work of the lump sum Pay Item, partial payment will be made based on an approximation of the proportionate value of the Work satisfactorily performed to date.

When an Application for Payment includes an application for payment of any unit price pay item, the Application shall include a certification by the Contractor of the quantity of units applied for, along with all necessary documentation, as determined by the Engineer, of the measurement of the quantity of unit price items.

From the total amounts ascertained as payable, Owner will retain the Retainage in accordance with the Contract.

Such estimate or payment will not be made when, in the judgment of the Engineer, the Work is not proceeding according to the Contract Documents or following the Owner giving the Contractor and surety notice of delay, neglect, or default under Subsection 01310.16 (Default and Termination of Contractor's Right to Proceed).

Such estimate or payment shall not be construed to be an approval of any defective or improper Work. The Engineer upon determining that any payment under a previous monthly estimate was improper or unwarranted for any reason may deduct the amount of such payment from the subsequent monthly estimate and partial payments made to the Contractor.

The Owner will deduct from any monthly estimate and payment and/or the final payment such amounts as are required to be deducted pursuant to provisions of the Contract Documents.

01290.4 Materials Payments.

Before including payments for Items that include materials, the Engineer must be satisfied that:

- 1. The materials have been properly stored, insured and protected along or upon the Project Area or have been stored at locations owned or leased by the Contractor or the Owner; and
- 2. The materials have been inspected and appear to be acceptable based upon available supplier's certification and/or materials test reports; and
- 3. The Contractor has provided the Engineer with proof of good credit standing with the material supply company; and
- 4. The materials, if stored on property not belonging to the Owner, are fenced in with access limited to the Owner, Engineer and the Contractor, and the fenced-in materials are clearly identified in large letters as being without encumbrances and for use solely on the Project.

The Contractor assumes full responsibility for the safe storage and protection of the materials and nothing in this Subsection alters the provisions of Subsections 01360.12 (Risks Assumed by the Contractor) and 00620 (Insurance). If materials paid for under this Subsection are damaged, stolen, or prove to be unacceptable, the payment made therefor shall be deducted from subsequent estimates and payments.

Payment for materials as provided in this Subsection shall not be deemed to be an approval of such materials, and the Contractor shall be responsible for and must deliver to the Project Area and properly incorporate in the Work only those materials that comply with the Contract Documents.

The Contractor shall pay any and all costs of handling and delivering materials to and from the place of storage to the Project Area, as well as any storage rental. Any taxes levied by any government against the materials shall be borne by the Contractor.

01290.5 Payments Following Substantial Completion.

Following Substantial Completion of the Contract according to Subsections 00700.3 (Intent) and 01450.20 (Substantial Completion) payments to the Contractor will be made only upon certification by the Contractor to the Engineer and Owner that:

- 1. Each subcontractor or supplier has been paid all amounts due from all previous progress payments and shall be paid all amounts due from the current progress payment; or
- 2. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier, and therefore payment is withheld.

The Owner shall not be responsible for any interest payment to material suppliers, no matter what circumstance arises; either through delays in payment by the Owner or delays in payment by the Contractor.

All monies retained subsequent to Substantial Completion shall be released at final payment. Ninety-five percent of the Retainage shall be paid at final payment, with the balance retained in an interest bearing account by the Owner until such time as the Contractor satisfies its obligations under this Contract after which time, such balance will be paid to the Contractor.

01290.6 Payment Following Acceptance.

After Acceptance as provided in Subsection 01450.21 (Completion and Acceptance), the Engineer will make an estimate of the total amount of Work done under the Contract and the Owner will make a final monthly payment. The Owner will pay the balance found to be due after deduction of all previous payments and such further amounts as the Engineer determines to be necessary and proper under the Contract (including those required under Subsection 01290.5) pending issuance of the Final Certificate and payment. Retainage is released with this estimate except where the Engineer determines to continue to retain them under the provisions of Subsections 01290.5 and 01290.7.

01290.7 As-Built Quantities.

Following Substantial Completion, the Engineer will finalize as-built quantities for all unit price Pay Items and for Extra Work that has been authorized and incorporated into the Project. The Contractor shall assume the positive obligation of assisting the Engineer in the preparation of such as-built quantities at no extra cost. If the Contractor disagrees with the final as-built quantities, the Contractor must submit, together with a notice of disagreement, the proposed changes and supporting calculations within five (5) days. Where the Contractor fails to respond or fails to provide supporting calculations, together with a notice of disagreement, within the aforesaid 5-day period, such failure will be construed to be acceptance of the asbuilt quantities. However, the Engineer will review supporting calculations properly received from the Contractor according to this Subsection, within five (5) days, and will accept or reject, in part or in whole, the proposed changes to the as-built quantities. The Engineer has the discretion to extend the Contractor's 5-day response period, but only upon receipt of a written request from the Contractor, submitted within the aforesaid 5-day period. After the Contractor's acceptance, expiration of the aforesaid 5-day period and any properly granted extensions, or after review of any properly submitted proposed changes; final as-built quantities will be incorporated into a proposed Final Certificate. A claim based upon proposed changes to the as-built quantities that have not been accepted by the Engineer, but which were supported by calculations and submitted within the aforesaid 5-day period, may be reserved by the Contractor according to Subsection 01290.8. In addition, the provision of Section 01270 (Measurement of Quantities) shall also govern.

The Engineer may from time to time, before Completion, prepare as-built quantities and incorporate these quantities into monthly estimate certificates through an appropriate Field Order or Change Order. Such interim as-built quantities are subject to recalculation following Completion. However, nothing contained in the Contract Documents shall be construed to place on the Engineer the obligation of providing the Contractor with as-built quantities for the Work performed before the issuance of the proposed Final Certificate, nor to provide more than rough, approximate quantities of the Work done for use in the preparation of monthly estimates.

Should it appear to the Engineer at the time of Acceptance that the calculation of as-built quantities might result in the Contractor being obliged to return money to the Owner, the Engineer may refuse to release Retainage pending issuance of the proposed Final Certificate. Where the estimate reveals that an overpayment has been made, the Contractor shall immediately return the amount of the overpayment. If the Contractor fails to remit the overpayment, the Owner will avail itself of other funds held against the Retainage, and then if necessary proceed against the Contractor or its surety. Where the proposed Final Certificate reveals that no overpayment has been made, the Contractor shall be entitled to payment thereunder and the release of Retainage in accordance with the Contract, but the Contractor shall have no claim of any kind for additional compensation as a result of the Engineer's decision to withhold Retainage or other monies pending issuance of the proposed Final Certificate.

01290.8 Final Payment.

The Final Certificate shows the total amount payable to the Contractor, including therein an itemization of said amount segregated as to Pay Item quantities, Extra Work, and any other basis for payment, and also shows therein all deductions made or to be made for prior payments and as required pursuant to the provisions of the Contract Documents. All prior estimates and payments are subject to correction in the Final Certificate.

Within 30 days after said Final Certificate has been issued to the Contractor, the Contractor shall either submit to the Engineer a written acceptance of the Final Certificate without exception or a written acceptance of the Final Certificate with exception or reservation. The Contractor's failure to submit any written acceptance within said 30 days will be construed as an acceptance of the Final Certificate without exception or reservation. Final payment will be made to the Contractor in the amount set forth in the Final Certificate, and the Contract will be complete as of the date on which such payment is issued. Failure of the Contractor to accept the tendered Final Payment shall not affect completion of the Contract.

If the Contractor submits to the Engineer its written acceptance of the Final Certificate without exception or reservation, the acceptance shall contain a release signed by the Contractor in a form satisfactory to the Owner.

Upon receipt of such written approval and release, the Owner will pay the entire sum due and owing hereunder, and the Contract will be complete as of the date on which that payment is issued, subject to the provisions of 01290.5 (Payments Following Substantial Completion).

Any claims the Contractor may have that cannot be resolved with the Engineer or Owner at Final Payment will be submitted to non-binding mediation in accordance with Subsection 01360.2 (Process for the Resolution of Contract Disputes). No action of any kind arising under this Contract shall be brought before the matter at issue is submitted to non-binding mediation in accordance with Subsection 01360.2.

01290.9 Audits.

All claims filed under non-binding mediation are subject to audit at any time following the filing of such claim. The audit may be performed by the Owner or by an auditor under contract with the Owner. The audit may begin on ten (10) days notice to the Contractor or its subcontractor. The Contractor, subcontractor, or supplier shall provide adequate facilities that are acceptable for such audit during normal business hours. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. Failure of the Contractor, subcontractor, or supplier to maintain and retain sufficient records to allow the Owner's auditor to verify all or a portion of such claim to the books and records of the Contractor, subcontractor, or supplier shall constitute a waiver of such claim and shall bar any recovery thereunder.

At a minimum, the auditors shall have available to them the following documents:

- 1. Daily time sheets and foreman's daily reports.
- 2. Insurance, welfare, and benefits records.
- 3. Payroll registers.
- 4. Earnings records.
- 5. Payroll tax forms.
- 6. Material invoices and/or requisitions.
- 7. Material cost distribution worksheet.
- 8. Equipment records (list of company equipment and rates).
- 9. Vendors', rental agencies', and subcontractors' contracts and invoices.
- 10. Subcontractors' payment certificates.
- 11. Canceled checks (payroll and vendors).

- 12. Job cost report.
- 13. Job payroll ledger.
- 14. General ledger.
- 15. Cash disbursements journal.
- 16. Financial statements for all years reflecting the operations on the Project.
- 17. Income tax returns for all years reflecting the operations on the Project.
- 18. Depreciation records on all company equipment whether such records are maintained by the company involved, or its accountant, or others.
- 19. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
- 20. All documents which reflect the Contractor's actual profit and overhead during the years the Project was being performed and for each of the five years before the commencement of the Project.
- 21. All documents related to the preparation of the Contractor's Bid including the final calculations on which the bid was based.
- 22. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim.
- 23. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, and the hours and rates for these individuals.

01290.10 Warranty Against Defective Work.

In addition to any other rights or remedies the Owner may have against the Contractor, its officers, employees, agents, subcontractors, fabricators, and suppliers under other provisions of the Contract Documents or as are otherwise allowed in law or equity, the following rights, remedies, and obligations are imposed by this Subsection:

- 1. On all Projects, all subcontractors', manufacturers', fabricators', and suppliers' warranties, express or implied, respecting any work or materials shall, at the direction of the Engineer, be enforced by the Contractor for the benefit of the Owner. The Contractor shall obtain any warranties that subcontractors, manufacturers, fabricators, and suppliers would give in normal commercial practice. If directed, the Contractor shall require any such warranty to be executed in writing to the Engineer. The Engineer may direct the Contractor to undertake litigation to enforce any warranty. Litigation directed to be brought during the life of the Contract and until three year following Acceptance (whether actually instituted within this period or not) shall be at the Contractor's expense.
- 2. The Contractor warrants that work performed conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of its subcontractors, fabricators, or suppliers at any tier. Such warranty shall continue for a period of one year following Acceptance. Under this warranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at its own expense any damage to Owner or Property Owner owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The Contractor's warranty with respect to work repaired or replaced hereunder shall run for the greater of: (i) the balance of the original three year term or (ii) one year from the date of such repair or replacement.

The Engineer will notify the Contractor in writing of the discovery of any failure, defect, or damage. Should the Contractor fail to remedy any failure, defect, or damage described in the paragraph above, within 45 days after receipt of notice thereof, the Engineer, on the Owner's behalf, will have the right to replace, repair, or otherwise remedy such failure, defect, or damage at the Contractor's expense.

3. Notwithstanding any other provision of this Subsection, the Contractor shall not be liable, hereunder, to the extent of any defects of material or design furnished by the Owner nor for the repair of any damage that results from any such defect in Owner furnished material or design.

01300 Administrative Requirements

01310 Project Management and Coordination 01310.1 Assignment.

The performance of the Contract may not be assigned, except upon the written consent of the Owner. Consent will not be granted to any proposed assignment that would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the Owner consent to any assignment of a part of the Work under the Contract.

01310.2 Subcontracting.

The Contractor shall make application to the Owner, through the Engineer, of the names of persons or entities, not listed on the subcontractor utilization form, that the Contractor proposes to engage as subcontractors under this contract. The Owner will reply to the Contractor in writing promptly with any objections to the proposed person or entity. The contractor shall not contract with anyone that the Owner has made timely and reasonable objection. It is understood, however, that any consent of the Owner for the subcontracting of any Work of the Contract in no way relieves the Contractor from its full obligations for all Work under the Contract, nor the surety of its obligations under the bond. The Contractor shall at all times give its personal attention to the fulfillment of the Contract and shall keep the Work under control. The Contractor shall be responsible for all work of subcontractors which work shall conform to the provisions of the Contract Documents. The consent to the subcontracting of any part of the Work shall not be construed as an approval of the said subcontract or of any of its terms, but is to operate only as an approval of the Contractor's request for the making of a subcontract between the Contractor and its chosen subcontractor.

Application for subcontracting any part of the Work shall be made by the Contractor in writing to the Owner. The Contractor shall attach to that application a certified copy of the proposed subcontract between the Contractor and the subcontractor. After review of the application, the consent of or rejection by the Owner of the subcontracting will be provided to the Contractor in writing. Before the receipt of the written consent from the Owner, Work shall not be performed on the Project under the subcontract.

The subcontractor shall look only to the Contractor for the payment of any claims of any nature whatsoever arising out of the subcontract. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

The Owner will not consent to the making of any subcontract unless the proposed subcontractor furnishes a statement to the effect that the subcontractor is acquainted with and expressly understands all of the provisions of the Contract.

01310.3 Commencement of Work.

Upon execution of the Contract by the Owner, a fully executed copy together with a Notice to Proceed will be provided to the Contractor. Receipt of the executed Contract and Notice to Proceed shall constitute the Contractor's authority to enter upon the Project Area, provided the Contractor has submitted to the Owner, and the Owner has accepted and approved, the insurance certificates required under Subsection 00620 and a preconstruction conference has been held. Construction operations shall not begin until the Contractor has supplied, and the Engineer has accepted, the Progress Schedule and other certifications, forms, schedules, and any other Submittals required by the Contract Documents.

The Contractor is not entitled to additional compensation or extension of Contract Time for any delay, hindrance, or interference caused by or attributable to commencement of Work within 30 days following the Notice to Proceed.

The Contractor shall give the Engineer at least 72 hours advance notice in writing of its intention to start construction operations.

01310.4 Progress Schedule and Prosecution of the Work.

Upon bid award, the Contractor should furnish a proposed Progress Schedule showing the order in which the Contractor proposes to prosecute the Work; the dates on which the various work stages, operations, and principal items of Work including procurement of materials will begin; the quantity and kinds of equipment and character of the labor force; and the contemplated dates for completing the same.

Construction operations shall not begin until the Progress Schedule has been approved. Five Working Days will be required for review and approval of progress. Once the Progress Schedule has been approved, the Contractor shall not deviate from it without first notifying the Engineer in writing.

In scheduling and executing the Work, the following shall be considered:

- 1. Mobilization and Staging. The Contractor shall schedule the Work using such procedures and staging as may be specified in the Contract Documents. The Contractor is responsible for obtaining a construction trailer, if needed, and a site location for the trailer. The contractor shall also obtain facilities for storage of materials and equipment.
- 2. Prosecution of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project according to the Contract Documents and within the time set forth under Subsection 01310.10 (Time of Completion).

If the Contractor falls ten percent or more of the total project time behind the submitted schedule, the Contractor shall submit a revised schedule for approval.

Should the Contractor discontinue the prosecution of the Work for any reason, it shall notify the Engineer, in writing, before discontinuing work and at least 24 hours before resuming operations.

The Contractor shall arrange and prosecute the Work so that each successive construction operation at each location shall follow the preceding operation as closely as the requirements of the various types of construction permit to facilitate the efficient and effective completion of the Project in accordance with the Progress Schedule.

Compensation for additional expense to the Contractor and allowance of additional time for completion of the Work shall be as set forth in a Change Order or Supplementary Agreement or according to Subsection 01310.11 (Extensions and Reductions of Contract Time).

3. Intent, Responsibility and Time. Scheduling of construction is the responsibility of the Contractor. Therefore, it is the Contractor's responsibility to determine the most feasible order of Work commensurate with the Contractor's abilities and the Contract Documents. The requirement for the Progress Schedule is included to ensure adequate planning and execution of

the Work, to assist the Engineer in appraising the Contractor's compliance with the Contract Documents, and to evaluate progress of the Work. The Progress Schedule will be used for determining extensions or reductions of Contract Time pursuant to Subsection 01310.11.

It is not intended that the Engineer, by approving the Progress Schedule, agrees that it is reasonable in all respects or that following the Progress Schedule can result in timely completion of the Project. Only the approved Progress Schedule is a part of the Contract.

If, in the preparation of the Progress Schedule, the Contractor projects a completion date that is different than that specified under Subsection 01310.10, this in no way voids the date set therein. The date as specified in that Subsection governs. Where the Progress Schedule reflects a completion date that is earlier than that specified as the Contract Time, the Engineer may approve the schedule with the Contractor specifically understanding that no claim for additional Contract Time or compensation shall be brought against the Owner as the result of failure to complete the Work by the earlier date shown on the Progress Schedule.

4. Acceleration and Default. If, in the opinion of the Engineer, the Contractor falls behind its Progress Schedule, and cannot complete the Work within the time prescribed under Subsection 01310.10, as modified pursuant to Subsection 01310.11, the Contractor shall take such steps as may be necessary to improve its progress. The Engineer may require the Contractor to increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, or supplement its equipment and materials, and to submit for approval such supplementary schedule or schedules, as may be deemed necessary to demonstrate the manner in which the agreed rate of progress shall be regained, all at no cost to the Owner.

Failure of the Contractor to comply with the requirements of the Engineer under this Subpart is grounds for the determination that the Contractor is not prosecuting the Work with such diligence as to ensure Completion within the time specified. Upon such determination, the Engineer may terminate the Contractor's right to proceed with the Work or any separable part thereof according to Subsection 01310.14 (Temporary Suspension of Work).

- 5. Types of Progress Schedules. All Progress Schedules shall comply with the foregoing provisions of this Subsection. Regardless of the type of progress schedule used, the Contractor shall supply the Engineer with a weekly work schedule indicating the Contractor's planned work, the subcontractors' planned work, and the dates when materials are to be delivered.
- 6. Cost Savings Opportunities. During the prosecution of the Work, Contractor shall identify and present to the Engineer and Owner cost saving opportunities, if any, to reduce the Total Contract Price. To incent Contractor to diligently work to identify such opportunities, if Owner agrees to implement such opportunities, the savings actually realized by the Owner shall be shared equally by and between the Owner and Contractor, and the Total Contract Price shall be reduced accordingly. If during the prosecution of the Work, Owner identifies cost savings opportunities, the savings actually realized from the execution thereof shall be shared by the Owner and Contractor, as the parties mutually agree, with such sharing agreement to account solely for the direct costs that Contractor has incurred and paid that the Contractor cannot receive credit, obtain reimbursement or otherwise avoid. Contractor's claim for cost sharing under this subpart shall be accompanied by sufficient documentation so that the Engineer can validate the request. Prior to Owner's execution of the Contract, Owner may identify cost saving opportunities that reduce or eliminate costs, and the Owner shall not be responsible to the Contractor for any costs and shall receive one-hundred percent of the benefit of all such pre-execution opportunities that Owner identifies, and the Total Contract Price shall be reduced accordingly.

01310.5 Project Meetings.

1. Pre-Construction Meeting at Owner's Office

Prior to the issuance of the Notice to Proceed, a pre-construction meeting will be coordinated by the Engineer. In attendance shall be an authorized representative of the Owner, the Engineer, and the Contractor's Project Manager. The agenda of the meeting will include without limitation, the following topics:

- Introductions;
- The Engineer's role on the Project and respective duties to the Owner and Contractor;
- Mobilization, Staging Areas, and Equipment Storage;
- Responsibility for the safety of the public;
- Working Hours;
- Coordination between contractors (if applicable);
- Discussion of structure buffers within the Project Area (if applicable);
- Notification procedures in emergencies. Preparation of list of contacts and telephone numbers for notification during emergencies;
- Municipal approvals, if any;
- Project Access Locations, and visits to each such location;
- Project schedule and procedures for written correspondence to alert of delays due to weather or other impacts outside of the Contractors controls;
- Identification of the Project Team and meeting frequency.

2. Weekly to Bi-Weekly Project Meetings

During the execution of the Work, project meetings shall be held every other week with the Project Team to discuss the Project's progress. Specifically, these meetings will address the progress of the Work, with an emphasis on ensuring that the Work is consistent with the Project Plans, discussions of the Progress Schedule and any adjustments that may need to be made to the preliminary schedule prepared as part of these Specifications, Change Orders, unforeseen conditions, discussions regarding payment schedule and any other issues of concern. As the Work progresses and at the discretion of the Owner, these meetings may be extended to bi-weekly meetings. This meeting will be held at the Owner's Office or at such location as the Owner may agree.

3. Minutes of Meetings

The Contractor is required to attend all meetings outlined in the Contract, or as reasonably requested by the Engineer. The Engineer shall record and maintain the Minutes of all meetings outlined in the Contract, and provide copies thereof to the parties in attendance prior to the next scheduled meeting.

01310.6 Limitation of Operations.

The Contractor shall conduct the Work at all times in such a manner and in such sequence that shall ensure the least interference with the surrounding community, pedestrian traffic, and other contractors, if any. The Contractor shall conduct Work during Standard Working Hours. If the Contractor is expecting to work hours greater than this specified time period, written permission from the Owner must be obtained prior to commencement of such work

01310.7 Character of Workers, Methods, and Equipment.

The Contractor shall at all time employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in that work and in the operation of the equipment required to perform the Work satisfactorily, in accordance with the best practices in the industry.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be promptly removed by the Contractor or subcontractor employing the person and shall not be again employed in any portion of the Work without approval. Should the Contractor fail to remove such person or persons as required, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Engineer may suspend the Work by written notice until compliance with such orders, and if so suspended and in the absence of such compliance, the Owner shall have all its rights and remedies as outlined in the Contract.

All equipment that is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and to produce a satisfactory quality of Work, in accordance with best practices in the industry. Equipment used on any portion of the Project shall not cause damage to, adjacent property or the ROW for which the Contractor shall be solely responsible.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not specified, the Contractor is free to use any methods or equipment that accomplishes the Work. When the use of certain methods and equipment is specified, the specified methods and equipment shall be used unless otherwise authorized according to Subsection 01451.12 (Substitutes or "Or Equal" Items).

01310.8 Working Site.

Except as otherwise provided, any space that the Contractor may require for plant, equipment, storage, or other purposes in addition to that available at the Project Area, shall be procured by the Contractor, and the cost thereof shall be borne by the Contractor with no increase to the Total Contract Price. In the event of default as set forth in Subsection 01310.16, the Owner has the right to take over and occupy such space, or cause it to be occupied, for the purpose of completing the Project, at the Contractor's expense.

01310.9 Unusual Site Conditions.

During the progress of the Work, if latent physical conditions are encountered at the Project Area differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the Engineer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and could not have been discovered by the Contractor pursuant to Subsection 00630.5 (Examination of Contract Documents and Site of Project) and if they cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the Contract is warranted. Adjustments in Contract Time will be made pursuant to Subsection 01310.11. Adjustments in compensation will be made pursuant to Subsections 00700.4, 00700.5, 00700.7, 00700.8, and 00700.10.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice herein. No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

01310.10 Time of Completion.

The Contractor shall complete all or any portion of the Project called for under the Contract in all parts and requirements within the time or times for completion outlined in the Specification. Time is of the essence as to all time frames stated in the Contract Documents; therefore, all time frames shall be strictly enforced.

Contract Time is Calendar Days counting from the date of the Notice to Proceed, including all Saturdays, Sundays, holidays, and non-work days.

01310.11 Extensions and Reductions of Contract Time.

A. Basis for Extension. Where appropriate under the provisions of this Subsection, extensions or reductions to the Contract Time may be provided by Change Order, however, such extensions or reductions will be allowed only to the extent that, the increase or decrease in the Work, or delays of the types indicated below affect current controlling operations and the overall Completion. Increases or decreases in Work or such delays that do not affect the overall Completion are not to be the basis for reduction or extension of Contract Time. Extensions of Contract Time will not be granted under this Subsection where it is determined that the Contractor could have avoided the circumstances that caused the request for extension.

If the Contractor is delayed in completion of the Work by reason of changes made under Subsection 00700.4 (Changes), or by failure of the Owner to acquire easements, permits or other approvals, or by any act of other contractors consistent with Subsection 01450.10 (Cooperation Between Contractors), or the discovery of hazardous substances, or by any act of the Engineer or of the Owner not contemplated by the Contract, an extension of Contract Time commensurate with the delay in overall completion of the Contract thus caused will be granted, and the Contractor is relieved from any claim for liquidated damages or the Engineer and inspection charges.

Additionally, the Contractor may be granted an extension of Contract Time and not be assessed liquidated damages or the costs of the Engineer and inspection for any portion of the delay in overall completion of the Work beyond the time provided in Subsection 01310.10 caused by the following reasons:

- 1. acts of civil or military authorities, war, or riot;
- 2. fire:
- 3. floods, tidal waves, earthquakes, cyclones, tornadoes, hurricanes, or other cataclysmic natural phenomenon;
- 4. extreme weather conditions;
- 5. epidemics or quarantine restrictions;
- 6. strikes or labor disputes beyond the control of the Contractor which prevent work on the construction operations which are critical to the completion of the Project;
- 7. shortages of materials [Subpart 01310.11(B)(1)] or freight embargoes;
- 8. acts of the State in its sovereign capacity;
- 9. failure of the Engineer to furnish interpretations of the Contract Documents [Subpart 01310.11(B)(2)].
- **B.** Criteria for Evaluation. Extension of Contract Time for the reasons set forth in this Subsection will not be granted unless the Contractor has notified the Engineer in writing of the causes of delay within 5 days from the beginning of any such delay. The Engineer will evaluate the facts and the extent of the delay, and upon approval, will extend the Contract Time one day for each approved day of delay.

- 1. Extensions of Contract Time will not be granted for a delay caused by a shortage of materials unless the Contractor furnishes:
 - a. documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable distance from the Work, and
 - b. further proof in the form of a supplementary Progress Schedule, as required in Subsection 01310.4, showing that the inability to obtain such materials when originally planned, did, in fact, cause a delay in completion of the Contract which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials" applies only to raw and fabricated materials, articles, parts, and equipment that are standard items and does not apply to materials, parts, articles, or equipment, which are processed, made, constructed, fabricated, or manufactured to meet the specific requirements of the Contract. Only the physical shortage of materials and not the cost of materials will be considered.
- 2. Extensions of Contract Time will not be granted for failure of the Engineer to furnish interpretations of the Contract Documents until 10 days after receipt of such demand in writing as required by Subsection 00700.9 (Changes in Character of Work), and not then unless such request for an interpretation of the Contract Documents is reasonable and made in good faith, and the failure to respond was unwarranted.

Except where specifically provided in the Contract Documents, the Contractor shall not make any claim for damages or additional compensation for any delay in or hindrance to the performance of the Contract occasioned by any act or omission to act by the Owner or any of its representatives, or for any of the reasons enumerated in this Subsection, and agrees that any such claim shall be fully compensated for by an extension of Contract Time to complete performance of the Work.

Extensions of Contract Time will not be granted due to delays caused by, or in any way related to, the financial condition of the Contractor, subcontractors, sub-subcontractors, materialmen, fabricators, or suppliers. The Contractor and its surety assume full responsibility for ensuring that the financial condition of any of the above does not delay completion of the Contract.

If, as a result of modifications made under Subsection 00700.4, 00700.7, 00700.8, or 01310.9, the Work required is reduced or altered so that the time required for Completion is reduced, the Engineer may reduce the Contract Time provided under Subsection 01310.10. The Engineer will evaluate the facts and the extent of the reduction. The Engineer's findings thereon will be final and conclusive.

The Contractor and surety are not relieved of liability for liquidated damages or the Engineer and inspection charges for any period of delay in Completion in excess of that expressly provided for in this Subsection.

01310.12 **RESERVED**

01310.13 Suspension of Work for Convenience of the Owner.

The Engineer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for such period of time as the Engineer may determine to be appropriate for the convenience of the Owner.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or Contract Time or both are due as a result of such suspension, delay, or interruption, the Contractor shall submit to the Engineer in

writing a request for adjustment within five (5) Calendar Days of receipt of the notice to resume Work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time or both required for the performance of the Contract have increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors, and not caused by weather, the Engineer will make an adjustment (excluding profit) and prepare the written modification of the Contract accordingly. The Engineer will determine and notify the Contractor whether or not an adjustment of the Contract is warranted. Adjustments in Contract Time will be made pursuant to 01310.11.

Adjustments in compensation will be made pursuant to 00700.4, 00700.5, 00700.7, 00700.8, and 00700.10.

No Contract adjustment will be considered unless the Contractor has submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended, delayed, or interrupted by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of the Contract.

The failure of the Engineer to consider the Work suspended and to allow for an adjustment in the compensation or in the Contract Time will not bar recovery under the foregoing provisions, provided the Contractor gives written notice to the Engineer within ten (10) days of the start of the alleged suspension. The failure of the Contractor to give such notice pursuant to the provisions of this Subsection shall constitute a waiver of any and all claims and damages which would have been avoided or mitigated had such timely notice been given.

01310.14 Temporary Suspension of Work.

The Engineer has the authority to suspend the Work, wholly or in part, for such period as deemed necessary due to unsuitable weather, or for such time as deemed necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract. The Contractor shall promptly comply with the written order of the Engineer to suspend the Work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing.

In the event that a suspension of Work is ordered as provided above, and should such suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the Contract; or by reason of weather conditions being unsuitable for performing any item or items of Work, which work, in the sole opinion of the Engineer, could have been performed before the occurrence of such unsuitable weather conditions had the Contractor diligently prosecuted the Work when weather conditions were suitable; the Contractor, at its expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the construction area for use by public traffic during the period of such suspension. In the event that the Contractor fails to perform the work above specified, the Owner will perform such work and the cost thereof will be deducted from any monies due or that may become due the Contractor. In the event that a suspension of Work is ordered by the Engineer due to unsuitable weather conditions and, in the sole opinion of the Engineer, the Contractor has prosecuted the Work with energy and diligence before the time that operations were suspended, the cost of providing a smooth and unobstructed passageway through the Work will be paid for as Extra Work, or, at the option of the Engineer, such work will be performed by the Owner or different Contractor working for the Owner at no cost to the Contractor.

If the Engineer orders a suspension of all of the Work or a portion of the Work, which is the current controlling operation or operations, due to unsuitable weather, the days on which the suspension is in effect are not considered Working Days on Working Day contracts. If a portion of Work at the time of such

suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of Working Days will be made on the basis of the then current controlling operation or operations. Similarly, on Calendar Day and specified completion date contracts, extensions of Contract Time will be granted only if the suspension affects the overall completion of the Contract and the other requirements of Subsection 01310.11are satisfied.

If a suspension of Work is ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect are to be considered Working Days if such days are Working Days within the meaning of the definition set forth in Subsection 00700.2 (Terms). On Calendar Day and specified completion date contracts, extensions of Contract Time will not be granted due to such suspension.

The Contractor shall have no claim for additional compensation as a result of suspension ordered for the reasons set forth in this Subsection.

01310.15 Failure to Complete on Time.

The Contractor and the Owner recognize that delay in Completion results in damages to the Owner in terms of the effect of the delay on the use of the Project, upon the convenience of the Property Owners, and also results in additional costs to the Owner for Engineer, inspection, and administration of the Contract. Because it is difficult or impossible to accurately estimate the damages incurred, and not intended as a penalty or fine but rather as an agreed-upon estimate of actual damages, the parties agree that if the Contractor fails to complete the Contract within the time stated in the Specification, or within such further time as may have been granted according to the provisions of the Contract, the Contractor shall pay the Owner liquidated damages in the amount of \$1,000 per day for each day beginning on the first day after the approved date of Completion. Such liquidated damages shall be paid for each and every day, as hereafter, defined that the Contractor is in default to complete the Contract.

01310.16 Events of default.

The following shall constitute events of default under this Agreement:

- 1. Contractor fails to begin the Work under the Contract within the time specified in Subsection 01310.3 (Commencement of Work); or
- 2. Contractor fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure its completion within the Contract Time specified, or any extension thereof; or
- 3. Contractor fails to complete the Contract within the Contract Time specified, as extended; or
- 4. Contractor performs the Work unsuitably or neglects or refuses to remove materials or to again perform such Work as may be rejected as unacceptable and unsuitable; or
- 5. Contractor discontinues the prosecution of the Work; or
- 6. Contractor fails to resume Work which has been discontinued within a reasonable time after notice to do so; or
- 7. Contractor becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- 8. Contractor allows any final judgment to stand against it unsatisfied for a period of ten (10) days; or
- 9. Contractor makes an assignment for the benefit of creditors; or
- 10. Contractor fails to acquire or maintain the required insurance; or
- 11. Contractor fails to comply with applicable laws and regulations governing its conduct of business in the State of New Jersey and under this Contract; or
- 12. Contractor is a party to fraud; or
- 13. Contractor for any other cause whatsoever, fails to carry out the Work in an acceptable manner;

01310.17 OWNER REMEDIES UPON EVENT OF DEFAULT.

The Engineer will give written notice to the Contractor of Event of Default under Section 01310.16 and demanding the immediate elimination of such event of default. The Contractor, shall correct said event of default within a period of ten (10) days after such notice. If the contractor fails to cure said event of default the Owner shall, in its sole discretion, have the following remedies:

- a. Issue a Notice of Default to the Contractor and Surety.
- b. Appropriate any or all materials and equipment on the site as may be suitable and acceptable and may direct the Surety to complete the Contract.
- c. Appropriate any or all materials and equipment on the site as may be suitable and acceptable and enter into an agreement for the completion of the Contract according to the terms and provisions thereof with another contractor
- d. Use such other methods required for the completion of the Contract, including completion of the Work by the Owner.

The Contractor and Surety are not relieved of the assessment of liquidated damages under Subsection 01310.15 because of the Contractor's default.

All costs and charges incurred by the Owner, together with the cost of completing the Work, will be deducted from any monies due or that may become due the Contractor and Surety. If such expense exceeds the sum that would be available from such monies, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess.

The rights and remedies of the Owner herein are in addition to any other rights and remedies provided by law or under the Contract and the Bonds.

If, after notice of default under the provisions of this Subsection, it is determined for any reason that the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties are the same as if the notice of termination for convenience had been issued pursuant to Subsection 01310.18.

Where the Owner's default of the Contractor pursuant to the provisions of this Subsection is found by a court to be legally improper, the Contract will be treated as if terminated for convenience pursuant to Subsection 01310.18 and such termination is to be compensated for according to provisions of Subsection 01310.18.

01310.18 Termination of Contract for convenience of Owner.

The Owner may, by written order, terminate the Contract or any portion thereof for convenience after determining that for reasons beyond the Contractor's control, the Contractor is unable to proceed with or complete the Work as contracted for, or that termination is in the Owner's interest.

Upon receipt of an Order of Termination for convenience, the Contractor shall not proceed with any item of Work that is not specified in the Order of Termination. The Contractor shall complete all items of Work specified in the termination order. Such Work shall include punch list items and all Work necessary to ensure the safety of the public, to properly secure existing work already constructed or partially constructed, and to secure the Project Area. This work so ordered shall be performed according to the Contract Documents and may include items of work not in the original Contract. The Contract shall be considered substantially complete upon completion and acceptance of all items of Work specified in the Order of Termination, except punch list items. After completion of the punch list items and all documents required by the Contract, the Contract shall terminate upon issuance of a Final Certificate and payment. The Owner reserves the right to declare in default a Contractor who fails to carry out the conditions set forth in an Order of Termination for convenience.

When the Owner orders termination of the Contract for convenience, all completed items of Work as of that date will be paid for based on the number of units completed and the Contract unit price, or for items of work performed on a lump sum basis, based on the percentage of the lump sum item of work performed. Items that are eliminated in their entirety by such termination will not be paid for.

Materials obtained by the Contractor for the Work but which have not been incorporated therein may, at the option of the Engineer, be purchased from the Contractor at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed.

Within 45 days of the effective termination date, the Contractor shall submit claims for additional costs actually incurred not covered above or elsewhere in the Specifications. Such claims may only include 1) reasonable mobilization efforts, 2) subcontractor costs not otherwise paid for, and 3) guaranteed payments for private land usage as part of the original Contract. Claims shall not include lost profits or expectation profits from work eliminated by the termination for convenience.

In terminating a Contract pursuant to this Subsection:

- 1. The Contractor shall make cost records available to the extent necessary to determine the validity and amount of each item for which it seeks compensation.
- 2. The Contractor shall not be relieved of contractual responsibilities for the Work completed, nor shall the surety be relieved of its obligations for and concerning any just claim arising out of the Work performed.
- 3. The Contractor shall, if so directed by the Engineer, remove promptly any or all of its equipment and supplies from the Project Area or other property of the Owner. If the Contractor fails to remove the equipment and supplies as directed, the Engineer may remove such equipment and supplies at the expense of the Contractor.

01310.19 TERMINATION OF CONTRACT FOR CAUSE.

The Owner may also, by written order, terminate the Contract or any portion thereof for cause after determining that reasons for default as stated in Subsection 01310.16 exist. The decision whether to terminate for cause or declare the Contractor in default will be made in the sole discretion of the Owner acting in its own best interest. Before the issuance of an Order of Termination for cause, the Engineer will give written notice to the Contractor and Surety of the causes for the proposed termination. The notice will demand the elimination of such causes.

If the Contractor or Surety, within a period of ten days after such notice, does not proceed in accordance therewith, the Owner may terminate the Contract for cause.

The Order of Termination for cause will terminate the Contractor's right to proceed with any items of Work except as specified in the termination order. Such work will include punch list items and all work necessary to ensure the safety of the public, to properly secure existing work already constructed or partially constructed, and to secure the Project Area. This work so ordered shall be performed according to the Contract Documents and may include such items of Work not in the original Contract. Substantial Completion shall occur when all Work specified in the termination order, except for punch list items, is complete and accepted by the Engineer. After the completion of all punch list items and all documents required by the Contract, the Contract shall terminate upon issuance of a Final Certificate and payment.

When the Owner terminates the Contract for cause, all completed items of Work as of that date will be paid for at the Contract price. Payment for partially completed work will be made based on the unit prices or portion thereof provided that such payment does not exceed the Contract price of the Pay Item under which the Work was performed. Items that are eliminated in their entirety by such termination will not be paid for. No other costs will be allowed to the Contractor.

In terminating a Contract for cause, the Owner does not waive its right to sue the Contractor for any costs incurred by the Owner as a result of the termination, including the additional costs of completing the Project. The Owner reserves the right to declare in default a Contractor who fails to carry out the conditions set forth in an Order of Termination for cause.

Where the Owner's termination of the Contract for cause pursuant to the provisions of this Subsection is found by a court to be legally improper, the termination of the Contract for cause will be treated as if it had been a termination for convenience, and such termination is to be compensated for according to the provisions of this Subsection governing terminations for convenience.

In terminating a Contract pursuant to this Subsection:

- 1. The Contractor shall make cost records available to the extent necessary to determine the validity and amount of each item for which it seeks compensation.
- 2. The Contractor shall not be relieved of contractual responsibilities for the Work completed, nor shall the surety be relieved of its obligations for and concerning any just claim arising out of the Work performed.
- 3. The Contractor shall, if so directed by the Engineer, remove promptly any or all of its equipment and supplies from the Project Area or other property of the Owner. If the Contractor fails to remove the equipment and supplies as directed, the Engineer may remove such equipment and supplies at the expense of the Contractor.

01330 Submittals RESERVED

01360 Additional Legal Provisions

01360.1 Legal Jurisdiction and Governing Law.

Any action or proceeding arising hereunder shall be brought in the Courts of the State of New Jersey; provided, that if any such action or proceeding arises under the Constitution, the laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of New Jersey or any successor court thereto.

This Contract shall be governed by the laws of the State of New Jersey.

01360.2 Process for the Resolution of Contract Disputes.

In an effort to resolve any conflicts that arise during the construction of the Project or following the completion of the Project, before any action or proceeding is commenced, the Contractor and Owner agree that all disputes between them arising out of or relating to this Contract or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The parties agree to use a professional mediator from the American Arbitration Association, the International Institute for Conflict Prevention and Resolution (CPR Institute), or like organization selected by agreement or, absent agreement, through selection procedures administered by the CPR Institute. Within a period of forty-five (45) days after the request for mediation, the parties agree to convene with the Mediator, with business representatives present, for at least one session to attempt to resolve the dispute. In no event shall mediation delay commencement of an action or proceeding for more than 70 days, absent agreement of the parties, or interfere with the availability of emergency relief.

The Contractor and Owner further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors,

sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements. All parties agree that they can be joined as a party in any mediation proceedings conducted pursuant to this Subsection.

01360.3 Laws to be Observed.

The Contractor shall keep fully informed of all Federal, State, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with, and shall cause its agents and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees and shall defend, protect, indemnify and save harmless the Owner, the Casino Licensee, and their respective members, directors, officers, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's agents or employees, subcontractors of any tier, suppliers, or materialmen. If any discrepancy or inconsistency is discovered between the Contract Documents and any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Engineer in writing.

01360.4 Permits, Licenses, and Taxes.

The Contractor shall procure all permits, grants, and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work except where the Owner has procured such permits, grants, or licenses for temporary or permanent construction. The Contractor shall advise the issuing agency or party of its proposed operations and obtain their cooperation and such supplemental permission as may be necessary. Before submitting its bid, the Contractor should obtain from the Owner all available information on the permits, grants, and licenses the Owner has obtained. Charges incurred by the Contractor for permits, grants, and licenses in connection with the Work shall be paid by the Contractor and shall be included in the Total Contract Price.

01360.5 Patented Devices, Materials, and Processes.

If any design, device, material or process covered by letters of patent or copyright is used in the Work, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work. The Contractor shall defend, indemnify, and save harmless the Owner, the Casino Licensee, any affected third party, or political subdivision (the "Indemnitees") from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright, and shall indemnify the Indemnitees for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the performance of the Work or after Acceptance.

01360.6 Public Convenience and Safety.

The Contractor shall at all times conduct the Work to ensure the least possible obstruction to traffic in right-of-ways. The safety and convenience of the general public along the Project Area, and the protection of persons and property shall be provided for as specified under applicable laws and regulations.

The Contractor shall exercise precaution at all times for the protection of persons and property. The safety provisions of applicable laws, OSHA regulations, international building and construction codes, and the rules and regulations of the New Jersey Department of Labor shall be observed at all times.

01360.7 Barricades and Warning Signs.

In public right-of-ways, the Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other devices according to applicable laws and regulations, and shall take all necessary precautions for the protection of the Work and safety of the public. Within the

Project Area, the Contractor shall take all necessary precautions to mitigate public access during non-working hours.

01360.8 RESERVED

01360.9 Independent Contractor.

The relationship of the Contractor to the Owner is that of an independent contractor, and Contractor, according to its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it shall neither hold itself out as nor claim to be an officer or employee of the Owner by reason hereof. The Contractor shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Owner, including, but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

01360.10 Third Party Beneficiary Clause.

It is specifically agreed between the parties executing the Contract that no provision of the Contract is intended to make the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

It is the further intent of the Owner and the Contractor in executing the Contract that no individual, firm, corporation, or any combination thereof, that supplies materials, labor, services, or equipment to the Contractor for the performance of the Work becomes thereby a third party beneficiary of the Contract.

01360.11 Assignment of Contract Funds and Claims.

The Contractor shall not transfer or assign to any party any contract funds, due or to become due, or claims of any nature it has against the Owner, without the written approval of the Owner having first been obtained.

01360.12 Risks Assumed by the Contractor.

The Contractor assumes the following distinct and several risks, whether they arise from acts or omissions, whether negligent or not, of itself, its subcontractors, suppliers, materialmen, employees, agents, and all others working for the Contractor on the Project, and whether such risks are within or beyond the control of the Contractor as described in Subparts 1 through 4 below. The risks are as follows:

1. Risks of Loss or Damage to the Permanent Construction. Until Acceptance, and within the limits of the Project Area, the Contractor shall bear the risk of all loss or damage to all permanent construction and temporary construction performed under this Contract and to materials, whether or not it has received payment for such construction or materials. The Contractor shall take every precaution, as allowed by the Contract against injury or damage to any part of the construction or to materials and equipment by the action of the elements, the traveling public, vandalism, or from any other cause, whether arising from the execution or the non-execution of the Work. The Contractor shall promptly repair, replace, and make good any such damage or loss without cost to the Owner. The Contractor shall not bear such risk of loss or damage, which arises from acts of war or floods, tidal waves, earthquakes, cyclones, tornadoes, hurricanes, or other cataclysmic natural phenomenon unless such loss or damage is covered by insurance.

The Contractor shall, in furtherance of the above paragraph, but not by way of limitation, at the Contractor's expense, erect such temporary structures where necessary to protect the Work from damage. The Contractor shall assume the risks for failure to take such actions.

In case of suspension of the Work from any cause whatever, the Contractor shall continue to be responsible for the Project as provided above and shall take such precautions as may be necessary to prevent damage to the Project, and shall erect any necessary temporary structures, signs, or

other facilities. If ordered by the Engineer, the Contractor shall properly store, during such suspension of the Work, materials which have been partially paid for or furnished by the Owner. The Owner will be entitled to the possession of such materials, and the Contractor shall promptly return the same to the Project site when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization. The Contractor shall be responsible for the loss of or damage to such materials.

- 2. Risks of Claims on Account of Injury, Loss, or Damage. The Contractor shall bear the risk of claims, just or unjust, by third persons, including, without limitation, the Property Owners, made against the Contractor or the Owner, on account of injuries (including wrongful death), loss, or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work, except if the injury, loss or damages is caused by or results from the sole negligence of the Owner. The risk of claims, whether or not actually caused by or resulting from the performance of the Work or out of or in connection with the Contractor's operations or presence at or in the vicinity of the Project Area or Owner premises, whether such claims are made and whether such injuries, loss, and damages are sustained, applies at any time both before and after Acceptance.
- 3. Risks of Loss to Property of Those Performing the Work. The Contractor shall bear the risk of loss or damage to any property of the Contractor, and of claims made against the Contractor or the Owner for loss or damage to any property of subcontractors, materialmen, workers, and others performing the Work, and to Property Owners or Tenants. Said risk occurs at any time before completion of removal of such property from the Project Area or the Owner's premises, or the vicinity thereof.
- **4. Risks of Claims Related to the Contractor's Safety and Health Program.** The Contractor shall bear the risk of any action from or alleged to arise from the Contractor's Safety and Health Program.

The Contractor shall indemnify and save harmless the Owner from any and all claims or alleged claims described in Subsections 2, 3, and 4 herein-above, and for all expense incurred by the Owner in the defense, including legal and related costs, settlement, or satisfaction thereof. If so directed, the Contractor shall at its own expense defend against such claims, in which event it shall not, without obtaining express advance permission from the Owner, raise any defense involving in any way jurisdiction of the tribunal, immunity of the Owner, or the provisions of any statutes respecting suits against the Owner.

The provisions of this Subsection are also for the benefit of the Casino Licensee, and all officers, agents, and employees of the Owner and Casino Licensee so that they have all the rights which they would have under this Subsection if they were named at each place under this Subsection at which the Owner is named, including a direct right of action against the Contractor to enforce the foregoing indemnity.

Neither Acceptance nor the making of final payment releases the Contractor from its obligations under this Subsection. Moreover, neither the enumeration in this Subsection nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall be deemed:

- 1. To limit the effect of the provisions of this Subsection or of any other provision of the Contract relating to such risks or claims, or
- 2. To imply that the Contractor assumes or is responsible for risks or claims only of the type enumerated in this Subsection or in any Contract, or
- 3. To limit the risks that the Contractor would assume or the claims for which the Contractor would be responsible in the absence of such enumerations.

The Contractor expressly understands and agrees that any insurance protection required by the Contract, or otherwise provided by the Contractor, in no way limits the Contractor's responsibility to defend, indemnify, and save harmless the Owner as herein provided. Such insurance requirements are designed to provide greater assurance to the Owner that the Contractor is financially able to discharge its obligations under this Subsection and as to the risks assumed elsewhere in the Contract, and are not in any way construed as a limitation on the nature and extent of such obligations.

01360.13 Personal Liability of Officers, Members and Agents of Owner.

As between the Contractor and Owner, there shall be no liability upon the members, directors, officers, employees, and any other designated agent or representative, either personally or as officials of the Owner in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Owner.

01360.14 Recovery of Monies by the Owner.

Whenever it is provided in the Contract Documents that the Owner or Engineer is to withhold or deduct money from any monies due or that may become due the Contractor, or that the Contractor is to pay or return monies for any reason, or that the Owner or Engineer can charge against the Contractor certain costs or assessments, or that the Owner or Engineer can recover any sum for any reason from the Contractor, it is understood that the Owner has available to it any monies due or that may become due the Contractor under the Contract and on other contracts between the Contractor and the Owner. Such other contracts shall include joint ventures in which the Contractor is a participant but only to the extent of its participation. The right to recover against the Contractor as herein provided is in addition to and does not affect the right of the Owner to seek recovery against the Contractor or Surety under the Contract, bonds, or as otherwise allowed by law. The Engineer shall provide the Contractor with sufficient documentation to reasonably outline the basis for such withholding or deduction prior to the Owner withholding or deducting any such sums, as provided under the Contract.

01360.15 No Waiver of Legal Rights.

Notwithstanding any other provision of the Contract and provided that the Owner has conducted a diligent review of Contractor invoices during the prosecution of the Project, for a period of six months after Acceptance, all estimates and payments made pursuant to Section 01200, including the Final Certificates and Final Payment, are subject to correction and adjustment for clerical or other errors in the calculations involved in the determination of quantities and payments. The Contractor and the Owner agree to pay to the other any sum due under the provisions of this Subsection, provided, however, if the total sum to be paid is less than \$100, payment will not be made.

A waiver on the part of the Owner of any breach of any part of the Contract is not to be held as a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner at any time both before and after Acceptance for latent defects, fraud, such gross mistakes as may amount to fraud, or actions affecting the Owner's rights under any warranty or guarantee.

01360.16 Limitations of Liability.

In any event, whether under the provisions of the Contract, as a result of breach of contract, tort (including negligence), or otherwise, the Owner and the Contractor will not be liable to each other for any special, consequential, incidental, or penal damages including, but not limited to, loss of profit or revenues, loss of rental value for contractor-owned equipment, damages to associated equipment, cost of capital, or interest of any nature, loss of use, loss of business, loss of reputation, loss of management or employee productivity or of the services of such persons, principal office expense including the compensation of personnel stationed there, and loss of financing. Nothing in this Subsection shall be deemed to preclude an award of

liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents. Nothing in this Subsection shall be deemed to preclude or limit in any way the Contractor's liability for direct or indirect claims for injury, loss or damages of any kind whatsoever asserted by third party owners of property adjacent to or in the Project Area, including, without limitation the Property Owners, except if the claimed injury, loss or damage is caused by or results from the sole negligence of the Owner.

01360.17 RESERVED

01400 Quality Requirements

01420 References

All materials, products and work methods shall meet industry best practice standards and applicable regulatory requirements of contractors performing similar work in the State of the New Jersey.

01450 Quality Control - Work

01450.1 Authority of the Engineer.

The Engineer will decide all questions that may arise as to the quality and acceptability of the Work and as to the rate of progress of the Work, all questions that may arise as to the interpretation of the Contract Documents, all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to compensation. All questions as to the interpretation of the Contract Documents shall be submitted to the Engineer in writing.

The Engineer has the authority to suspend the Work wholly or in part pursuant to 01310.13 or 01310.14 and to suspend partial payments under Subsection 01290.3 due to the failure of the Contractor to correct conditions unsafe for the workers or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders. The Engineer may also suspend the Work wholly or in part for such periods as deemed necessary due to unsuitable weather, for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed to be in the Owner's interest.

01450.2 Communications.

Unless otherwise directed, all communications with the Owner shall be sent to the Engineer. Where communications are directed to persons other than the Engineer, a clear copy shall be sent to the Engineer.

01450.3 Plans and Specifications.

The Plans consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. The Contractor shall keep one set of Plans available on the Project site at all times. All alterations affecting the requirements and information given on the Plans will be authorized in writing.

Omissions from the Plans or Specifications of details of Work which are manifestly necessary to carry out the intent of the Contract Documents, or which are customarily included, shall not relieve the Contractor from including such omitted details of Work, but they shall be included as if fully and correctly set forth and described.

The Contractor will receive two (2) copy of the latest Project Manual and three (3) sets of Drawings.

01450.4 Reserved.

01450.5 Conformity with Contract Documents.

In the event the Engineer finds the Work not in conformance with the Contract Documents but that reasonably acceptable Work has been produced, the Engineer will determine if the Work is to be accepted and remain in place. In this event, the Engineer will document the basis of the acceptability of the Work and provide for an appropriate adjustment in the contract price for such Work as deemed necessary. If an appropriate adjustment cannot be negotiated, the Work shall be removed and replaced or otherwise corrected at no cost to the Owner.

In the event the Engineer finds the Work not in conformance with the Contract Documents, resulting in an inferior or unsatisfactory product, the Work shall be removed and replaced or otherwise corrected at no cost to the Owner.

Neither the observations of the Engineer in the administration of the Contract, nor inspections, tests, or approvals by persons other than the Contractor relieve the Contractor from its obligation to perform the Work according to the Contract Documents.

01450.6 Special Inspection, Testing, or Approval.

Whenever the Engineer considers it necessary or advisable to ensure the proper implementation of the Contract Documents, the Engineer has authority to require special inspection or testing of the Work in addition to that required elsewhere in the Contract Documents, whether or not such Work is then fabricated, installed, or completed. However, neither the Engineer's authority to act under this Subsection, nor any decision made by the Engineer either to exercise or not to exercise such authority, creates a duty or responsibility of the Engineer to the Contractor, any subcontractor, or any of their agents or employees performing any of the Work.

If after commencement of the Work the Engineer determines that any Work requires special inspection, testing, or approval not provided for elsewhere in the Contract Documents, the Engineer will perform such inspection, testing, or approval using Owner facilities, by contracting with others for such services, or by instructing the Contractor by Construction change directive to order special inspection, testing, or approval. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents or, with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Engineer's additional services made necessary by such failure. If tests reveal no such failure, the Owner will bear such costs, and a Supplementary Agreement will be negotiated.

01450.7 Coordination of Contract Documents.

The Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a functionally complete Project.

In case of discrepancy, calculated dimensions will govern over scaled dimensions; Specifications will govern over Plans. Division 1 and Division 2 terms and conditions in the Contract will prevail over conflicting Division 1 and Division 2 terms and conditions contained in the Plans.

As the Work progresses, it is anticipated that the Contractor shall frequently request information from the Engineer relative to the interpretation and coordination of the Contract Documents. Such applications shall be in writing. Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall request from the Engineer such further explanations as may be necessary and shall conform to them as part of the Contract.

Both parties realize that in performing the Work, field conditions may require modifications in the Plans and quantities of Work involved. Work under all Pay Items must be carried out to meet these field conditions to the satisfaction of the Engineer and according to its directions and the Contract Documents.

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. In the event the Contractor discovers any discrepancy, error, or omission in the Plans, Specifications, or other Contract Documents, or if there is any doubt or question as to the intent or meaning of the Plans, Specifications, or other Contract Documents, the Contractor shall immediately notify the Engineer in writing. The Engineer will promptly make, in writing, such corrections and interpretations as deemed necessary.

01450.8 Cooperation by Contractor.

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, the Engineer's inspectors, and other contractors in every way possible.

When the Contractor is comprised of two or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing, before starting Work, the name of one individual who shall have the authority to represent and act for the joint venture.

The Contractor shall designate in writing before starting Work, a competent, English-speaking superintendent capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of construction being performed. The superintendent shall have the authority to represent and act for the Contractor. An alternate to the superintendent, with equal authority and qualifications, may also be designated.

The superintendent or the alternate shall be present at the site of the Project at all times while Work is actually in progress on the Contract irrespective of the amount of Work subcontracted. The superintendent or the alternate shall have full authority to execute orders or direction from the Engineer, without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Engineer shall be made for any emergency Work that may be required.

Whenever the superintendent or the alternate is not present on the site or at the location of any particular part of the Work where it may be desired to give direction, the Engineer may suspend all of the Work or the particular Work in reference until the superintendent or the alternate is present. Such suspension shall not be the basis of any claim against the Owner.

01450.9 **RESERVED.**

01450.10 Cooperation Between Contractors.

The Owner reserves the right at any time to contract for and perform other or additional work in, on or near the Project Area.

When separate contracts are let within the limits of the Project Area, or in areas adjacent thereto, the Contractor shall conduct its Work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Moreover, the Contractor assumes the positive obligation of cooperating with such other contractors and coordinating its activities with theirs. If there is a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the Project Area, the Engineer will decide as to the respective rights of the various parties involved in order to secure the completion of the Owner's Work in general harmony and in a satisfactory manner. The decision of the Engineer is final and binding and is not cause for claims by the Contractor for additional compensation.

The Contractor shall assume all liability, financial or otherwise, in connection with its Contract, and, provided that Owner affords reasonable access to the Project Area during the Contract Time, hereby waives

any and all claims against the Owner for additional compensation that may arise because of inconvenience, delay, or loss experienced by it because of the presence and operations of other contractors working within the limits of or adjacent to the Project Area.

The Contractor shall arrange its Work and shall place and dispose of the materials being used so as not to interfere with the operation of the other contractors within the limits of the Project Area or adjacent thereto. The Contractor shall join its Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

The Contractor is not responsible for damage to Work performed on the Contract or on other contracts within or adjacent to the site of the Project that may be caused by or on account of the work of other contractors. The Contractor is responsible for any damage done or caused by its Work or forces to the work performed by other contractors within or adjacent to the site of the Project, and the Contractor shall repair or make good any such damage in a manner satisfactory to the Engineer and at no cost to the Owner.

The provisions of this Subsection also apply to utilities and their contractors working in the Project Area or adjacent thereto.

01450.11 **RESERVED**.

01450.12 Authority and Duties of the Engineer.

As the direct representative of the Owner, the Engineer has immediate charge of the technical details of the Project. The Engineer is responsible for the administration of the Contract. This responsibility includes the authority to reject defective material and to suspend any or all of the Work according to Subsection 01310.13 and 01310.14.

01450.13 Duties of the Inspector.

Inspectors employed by the Engineer are authorized to inspect all Work. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector is not authorized to alter or waive the provisions of the Contract. The inspector is not authorized to issue instructions contrary to the Contract Documents or to act as foreman for the Contractor; however, the inspector has the authority to reject Work subject to confirmation by the Engineer.

01450.14 Inspection of Work.

Each part or detail of the Work is subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. When the Engineer is in or about the site of the Work in the course of its duties, the Engineer is deemed conclusively to be an invitee of the Contractor. If the Contractor is not the owner of the place where fabrication, preparation, or manufacture is in progress, the owner thereof shall be deemed to be the agent of the Contractor with respect to the obligation assumed hereunder. The Contractor or its agent shall be responsible for the payment of claims for injuries to the Engineer due to negligence on the part of the Contractor or its agent.

At the direction of the Engineer, the Contractor, at any time before Acceptance, shall remove or uncover specified portions of the finished Work that the Engineer had previously inspected. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work so exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering, or making good of the parts removed, will be paid for as Extra Work; however, should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering, or making good of the parts removed, will be at no cost to the Owner.

The Engineer may order any Work done without the Engineer's inspection to be removed and replaced at the Contractor's expense. Payment for the Work will be made and the uncovering, or removing, and the

replacing of the covering, or making good of the parts removed, of the un-inspected Work will be paid for as Extra Work only if all of the following conditions are met:

- 1. The Work removed, uncovered, and/or replaced proves to have been acceptable according to the Contract Documents; and
- 2. The Contractor gave reasonable notice in writing to the Owner that the un-inspected work was to be performed; and
- 3. The Contractor, in performing the un-inspected work, did not do so in the face of a directive from the Owner that such work not be performed.

The Contractor is responsible for carrying out the provisions of the Contract at all times and for control of the quality of the Work regardless of whether an authorized inspector is present or not. This obligation to perform the Work according to the Contract Documents is not relieved by the observations of the Engineer in the administration of the Contract, nor by inspections, tests, or approvals by others. Work not meeting the Contract requirements shall be made good, and unsuitable Work may be rejected, notwithstanding that such Work had been previously inspected and approved by the Engineer or that payment therefor has been included in a monthly estimate certificate.

01450.15 Removal of Unacceptable and Unauthorized Work.

All Work that does not conform to the requirements of the Contract is unacceptable unless otherwise determined acceptable under the provisions in Subsection 01450.5 (Conformity with Contract Documents). Unacceptable Work, from any cause, found to exist before Acceptance, shall be remedied in an acceptable manner at no cost to the Owner

Work done contrary to the instructions of the Engineer, or any Extra Work done without authority is considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered remedied at no cost to the Owner.

If the Contractor fails to comply promptly with any order of the Engineer made under the provisions of this Subsection, the Engineer will have authority to cause unacceptable Work to be remedied by others and to deduct the costs thereof from any monies due or that may become due the Contractor.

01450.16 Load Restrictions.

Within or on Roadways used for transportation of Equipment the operation of Equipment of such weight or so loaded as to cause damage to structures or the Roadway or to any other type of construction will not be permitted. In no case shall legal load limits be exceeded when Equipment is used for hauling to and from the Project Area unless permitted in writing by the appropriate governmental authorities. The Contractor shall be responsible for all damage done by it or its subcontractors' hauling Equipment.

Without limiting any other obligation set forth in the Contract, the Contractor shall be solely responsible for complying with legal load limits.

If the Engineer becomes aware of repeated violations of roadway load limits, the Engineer may suspend operations until the condition is remedied to the satisfaction of the Engineer. The Owner may not make payment for any Materials in excess of the legal truck load limit.

01450.17 Maintenance During Construction.

Except as provided for below, the Contractor shall be responsible for maintenance within the Project Area until Acceptance. This maintenance shall consist of continuous and effective work prosecuted day by day, with adequate Equipment and forces to the end that the Project Area, surroundings, Roadways, shall be kept in satisfactory condition at all times.

On any section of haul route used on paved or unpaved roadways, whether provided for in the Contract Documents or opened as directed, any damage to the roadways due to the Contractor's operations shall be repaired at no cost to the Owner. Nothing in this Subsection shall be construed to limit or change the risks assumed by the Contractor pursuant to 01360.12.

01450.18 Failure to Maintain Project Area and Surroundings.

If the Contractor at any time fails to comply with the provisions of Subsection 01450.17, the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may proceed to maintain the Project and deduct the entire cost of this maintenance from any monies due or that may become due the Contractor.

01450.19 Partial Acceptance.

If at any time during the prosecution of the Project the Contractor completes a unit or portion of the Project, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, the Engineer may accept that unit as being completed, and the Contractor may be relieved of the responsibility of doing further Work on or maintaining that unit or portion of the Project. The Engineer reserves the right to reject the request made by the Contractor, if the Engineer determines that the unit or portion of the Project should not be the subject of a partial acceptance. Such partial acceptance shall in no way void or alter any of the terms of the Contract, including Subsections 01360.12 (Risks Assumed by the Contractor) and Subsection 00620 (Insurance), nor shall it be construed as relieving the Contractor of full responsibility for making good defective work or materials found at any time before Acceptance pursuant to Subsection 01450.21 (Completion and Acceptance).

01450.20 Substantial Completion.

When the Contractor determines that the Work is substantially complete, the Contractor shall prepare a written notice thereof for submission to the Engineer listing the items remaining to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work according to the Contract Documents. If the Engineer determines that the Work is substantially complete, the Engineer will then prepare a letter which states the date of Substantial Completion and establishes a reasonable time within which the Contractor shall perform the final cleanup and repair unacceptable Work, which time may be before Contract Time as modified. The letter will be submitted to the Contractor for its prompt compliance therewith.

If, however, the inspection discloses that the Work is not substantially completed to the Engineer's satisfaction, the Engineer will give the Contractor the necessary instructions for completion and correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon completion and correction of the Work, the Contractor shall re-notify the Engineer and another inspection will be made.

01450.21 Completion and Acceptance.

Upon receipt by the Engineer of written notice from the Contractor that the Work has reached Completion and is ready for final inspection and Acceptance, the Engineer will promptly make such inspection. When such inspection indicates that the Work is in compliance with the Contract, the Engineer will promptly begin the process to issue a Certificate of Completion stating that, to the best of the Engineer's knowledge, information, and belief, and on the basis of observations and inspections, the Work has been completed according to the terms and conditions of the Contract. If, however, the final inspection discloses that the Work has not reached Completion, the Engineer will give the Contractor the necessary instructions for the correction of deficiencies, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the deficiencies, the Contractor shall re-notify the Engineer, and another inspection will be made. This procedure is to be repeated until a Certificate of Completion is issued.

At the request of the Contractor, the Engineer may issue a Certificate of Completion without receiving all required documents, certificates, or proofs of compliance. The Contractor's request must satisfactorily establish that the Contractor could not reasonably and in good faith provide some of the required documents, certificates, or proofs of compliance at a time contemporaneous with Completion and with the Project being ready for use by the Property Owners to the degree contemplated by the Contract. In such instances where a Certificate of Completion is issued, the Contractor shall expeditiously attempt to provide the exempted document, certificate, or proofs of compliance. Final payment will not be made, however, until all such documents, certificates, and proofs of compliance have been satisfactorily executed and delivered to the Engineer.

The Certificate of Completion is issued establishing Completion as of the date of the notice or re-notice from the Contractor. If the Owner concurs in the Certificate of Completion, the Contractor will be notified of Acceptance and the date thereof.

After Acceptance, the Contractor is relieved of the duty of maintaining and protecting the Work as a whole, and is not required to perform any further Work thereon. In addition, the Contractor is relieved of its responsibility for damage to the Work that may occur after Acceptance. However, nothing herein shall be construed to limit the provisions of 01360.12 (Risks Assumed by the Contractor), 00620 (Insurance), 01360.15 (No Waiver of Legal Rights), and 01290.10 Warranty Against Defective Work).

01451 Quality Control - Materials

01451.1 Source of Supply and Quality Requirements.

All Materials for the Project shall be furnished by the Contractor and shall be new, unless otherwise specifically prescribed in the Contract Documents. The Materials shall conform to the requirements of the Contract Documents and shall be from approved sources. Only Materials that have been approved by the Engineer shall be used.

Within 12 hours after receiving a shipment of Materials, the Engineer shall be notified of the kind, size, quantity, and location thereof.

In any item of construction, the sources, brands, or types of Materials shall not be changed without the consent of the Engineer. Request for such changes shall be filed with the Engineer the number of days in advance of such changes as required above. The request shall state the name and address of the owner, the location of the proposed source, the method of shipment, and the intended use of the Material.

The foregoing provisions shall apply with regard to requests by subcontractors for the sources of the Materials they propose to use, such requests to be submitted through the Contractor.

The notice provisions of this Subsection shall not be so construed as to relieve the Contractor of its obligation to ensure that all Materials required for the construction of the Project shall be available at the time and place necessary for their incorporation into the Work in order that the completion date set forth in Subsection 01310.10 is met. If any doubt exists as to the timely availability of any material, the Engineer shall be immediately informed, in writing, of the potential problem and of the action to be taken to guarantee the availability of such material. Stockpiles of materials whose availability is or may be problematical shall be established at an early date.

01451.2 RESERVED

01451.3 Materials, Inspections, Tests, and Samples.

All Materials will be inspected, tested (where applicable), and approved before incorporation in the Work. Unapproved Materials may be used only with written permission of the Engineer. In the absence of such written permission, unapproved materials will not be paid for and shall be removed at no cost to the Owner.

All Materials being used are subject to inspection, testing, or rejection at any time before Acceptance.

Nothing in this Subsection shall be construed to limit the right of the Engineer to order special inspection or tests as provided in Section 01450.6.

Except as otherwise provided, all Materials will be tested at the expense of the Contractor.

Certain materials as specified will be accepted on the basis of Certifications of Compliance according to 01451.4.

Samples shall be required whenever, in the opinion of the Engineer, additional tests are required to determine the quality and suitability of Materials for their respective uses.

01451.4 Certification of Compliance.

Materials will be accepted on the basis of Certificates of Compliance stating that such materials fully comply with the requirements of the Contract. The Engineer must approve the form of Certificates of Compliance.

Materials used on the basis of Certificates of Compliance may be sampled and tested at any time. Materials, if found not to be in conformance with Contract requirements, will be rejected whether in place or not. The Contractor shall require the manufacturer or supplier to furnish two copies of Certificates of Compliance with each delivery of Materials and manufactured items that are acceptable by certification. One copy shall be furnished to the Engineer and one copy shall be retained by the Contractor.

Certificates of Compliance shall contain the following information:

- 1. Project to which the material is consigned.
- 2. Name of the Contractor to which the material is supplied.
- 3. Kind of material supplied.
- 4. Quantity of material represented by the certificate.
- 5. Means of identifying the consignment, such as label marking, seal number, etc.
- 6. Date and method of shipment.
- 7. Statement that the material has been tested and found in conformity with the pertinent Contract requirements stated in the certificate.
- 8. Signature of a person having legal authority to bind the supplier.
- 9. Signature attested to by a notary public or other properly authorized person.

Payments will not be made for Materials specified to be accepted on the basis of Certificates of Compliance until the Engineer has received the required Certificate of Compliance.

01451.5 Product requirements.

01451.5.1 PRODUCTS

Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.

Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.

Provide interchangeable components of the same manufacture for components being replaced.

01451.5.2 PRODUCT OPTIONS

Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

01451.5.3 PRODUCT DELIVERY, STORAGE AND HANDLING REQUIREMENTS

Transport, handle, store, and protect Products in accordance with manufacturer's instructions.

01451.6 RESERVED.

01451.7 **RESERVED.**

01451.8 **RESERVED.**

01451.9 Storage and Handling of Materials.

Materials shall be stored to ensure the preservation of their quality and fitness. Stored Materials, even though approved before storage, may again be inspected before their use on the Project. Stored Materials shall be located so as to facilitate their prompt inspection. The Contractor shall be responsible for obtaining locations for storage of equipment and materials. Materials shall be handled to ensure the preservation of their quality and fitness.

01451.10 Unacceptable Materials.

All Materials, whether in place or not, which do not conform to the requirements of the Contract Documents shall be considered as unacceptable, and such materials will be rejected and shall be removed immediately from the site of the Work unless otherwise directed. Rejected material, the defects of which have been corrected, shall not be used until approval has been given.

01451.11 RESERVED.

01451.12 Substitutes or "Or Equal" Items.

Whenever Materials or Equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material or equipment will not be accepted from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Engineer for approval thereof, certifying that the proposed substitute performs adequately the functions and achieves the results called for by the general design, is similar and of equal substance to that specified, and is suited to the same use as that specified. The application shall state that the evaluation and approval of the proposed substitute does not prejudice the Contractor's achievement of Completion on time. It shall also state whether or not approval of the proposed substitute for use in the Work requires a change in any of the Contract Documents (or in the provisions of any other direct Contract with the Owner for Work on the

Project) to adapt the design to the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application, and available maintenance, repair, and replacement service shall be indicated, as applicable. The application shall also contain an itemized estimate of all costs that result directly or indirectly from approval of such substitute, including costs of redesign, all of which will be considered in evaluating the proposed substitute. The Engineer may require the Contractor to furnish additional data about the proposed substitute.

If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or use a substitute means, method, technique, sequence, or procedure of construction which is acceptable, if the Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Engineer is to be similar to that described in the previous paragraph.

The Engineer is to be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute shall be ordered, installed, or used without an approved cut sheet from the manufacturer. If approval is given, it is on the condition that the Contractor is fully responsible for producing Work in conformity with Contract requirements.

The Contract Sum shall be reduced by Change Order to compensate the Owner for the Cost of the Engineer and his consultants review the merits of the proposed substitution as well as for time to redesign the lighting, power distribution, mounting, and control systems, if required, to accommodate it. The substitution request should also include the cost of any new or extra power or control equipment, or any change in the mounting hardware or any custom-built mounting brackets required to accommodate the proposed substitute.

If, after trial use of the substituted materials, equipment, means, method, technique, sequence, or procedure of construction, the Engineer determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute and shall complete the remaining Work with the specified materials, equipment, means, method, technique, sequence, or procedure of construction. The Contractor shall remove the deficient Work and replace it as specified, or take such other corrective action as the Engineer may direct. Changes will not be made in the basis of payment for the Pay Items involved, nor in the Contract Time as a result of authorized substitutes. The Engineer may require the Contractor to furnish at no cost to the Owner a special performance guarantee or other surety with respect to any substitute. When the Contract Documents permit the use of more than one type of material, equipment, or product, only one type is to be used throughout the Project.

01500 TEMPORARY FACILITIES AND CONTROLS

01510 Temporary Utilities

The Contractor shall be solely responsible for the installation, removal and approvals for any temporary utility that the Contractor should require for Project related activities, including but not limited to electric powered generators or pumps (any phase type) and lighting. The costs for purchasing, installing, protecting and obtaining approvals are not to be charged to the Owner and shall be included in the Total Contract Price.

01520 Construction Facilities

Temporary Sanitary facilities: Provide and maintain chemical type toilet facilities and enclosures. Do not use Owner's existing facilities. Maintain in clean and sanitary condition.

01550 Vehicular Access and Parking

During the course of the Project, the Contractor shall ensure that all employees' and subcontractors' automobiles are parked in a manner that does not interfere with local traffic, block pedestrian traffic or cause an unsafe situation.

The following provisions augment the requirements of this Subsection: Subsections 01140 (Work Restrictions), 01360 (Additional Legal Provisions), 01450.8 (Cooperation by the Contractor), and 01450.10 (Cooperation between Contractors).

01560 Temporary Security

If the Contractor requires security from theft or vandalism or to protect the public, such security measures shall be at the Contractors expense. The Contractor acknowledges and agrees that the Owner is not responsible for the damage or theft of any equipment, or injury to the public as a result of the breach or lack of security measures implemented by the Contractor.

01560 Barriers

The Contractor shall provide barriers to prevent unauthorized entry to construction areas to allow for residents and retail owners and patrons use of the site and to protect existing facilities and adjacent properties from damage from construction operations and demolition. The Contractor will provide barricades and covered walkways required by governing authorities for public rights-of-way.

01600 EXECUTION AND CLOSEOUT REQUIREMENTS

01600.1 EXAMINATION

Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

Verify that services are available, of the correct characteristics and in the correct location.

01600.2 PREPARATION

Clean substrate surfaces prior to applying next material or substance.

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

01600.3 FIELD ENGINEERING

Employ an experienced instrument technician to locate a reference datum and protect survey control and reference points.

Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents.

Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

01600.4 EXECUTION - CUTTING AND PATCHING

Employ a skilled and experienced installer to perform cutting and patching new Work; restore Work with new Products.

Submit written request in advance of cutting or altering structural or building enclosure elements.

Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to: Fit the several parts together, to integrate with other Work.

Uncover Work to install or correct ill-timed Work.

Remove and replace defective and nonconforming Work.

Remove samples of installed Work for testing.

Provide openings in elements of Work for penetrations of mechanical and electrical Work.

Cut masonry and concrete materials using masonry saw or core drill. Restore Work with new Products in accordance with requirements of Contract Documents.

Fit Work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

Fit Work tight to pipes, sleeves, ducts, conduit, and other surface penetrations.

Refinish surfaces to match adjacent finishes.

01600.5 CLEANING AND WASTE MANAGEMENT

01600.5.1 PROGRESS CLEANING AND WASTE REMOVAL

Maintain site in a clean and orderly condition. Dispose of all waste in accordance with all governing Federal, State, and Local regulations.

Collect and maintain areas free of waste materials, debris, and rubbish on a daily basis.

01600.5.2 FINAL CLEANING

Execute final cleaning prior to final inspection.

Clean interior and exterior surfaces exposed to view. Vacuum carpeted and soft surfaces.

Clean debris from site, roofs, gutters, downspouts, and drainage systems.

Replace filters of operating equipment.

Remove waste and surplus materials, rubbish, and construction facilities from the site.

01600.6 STARTING AND ADJUSTING

01600.6.1 STARTING SYSTEMS

Provide seven days notification prior to startup of each item.

Ensure that each piece of equipment or system is ready for operation.

Execute start up under supervision of responsible persons in accordance with manufacturers' instructions.

Submit a written report that equipment or system has been properly installed and is functioning correctly.

01600.6.2 ADJUSTING

Adjust operating Products and equipment to ensure smooth and unhindered operation.

01600.7 PROTECTING INSTALLED CONSTRUCTION

01600.7.1 PROTECTION OF INSTALLED WORK

Protect installed Work and provide special protection where specified in individual specification sections.

Prohibit traffic or storage upon waterproofed or roofed surfaces.

01600.8 CLOSEOUT SUBMITTALS

01600.8.1 PROJECT RECORD DOCUMENTS

Maintain on site one set of Contract Documents to be utilized for record documents.

Record actual revisions to the Work. Record information concurrent with construction progress.

Specifications: Legibly mark and record at each Product section a description of actual Products installed.

Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

Submit documents to Engineer/Engineer with final Application for Payment.

01600.9 OPERATION AND MAINTENANCE DATA

Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable covers.

Cover: Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS" and title of project.

Organization: Internally subdivide binder contents with permanent page dividers, logically organized, with tab titles clearly printed under reinforced laminated plastic tabs.

Contents:

Part 1: Directory, List names, addresses, and telephone numbers of Engineer/Engineer, Contractor, Subcontractors, and major equipment suppliers.

Part 2: Operation and maintenance instructions, arranged by system.

Part 3: Project documents and certificates.

01600.10 SPARE PARTS AND MAINTENANCE MATERIALS

Provide Products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.

Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

01600.11 WARRANTIES

Provide duplicate notarized copies.

Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers. Place in operations and maintenance binder (see I. Above).

Submit prior to final Application for Payment.

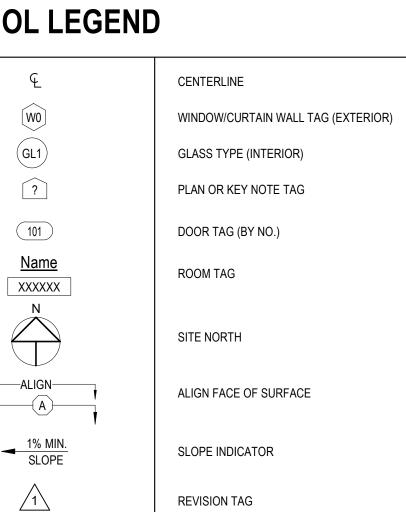
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CONTRACTOR NOTES

- WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, ALL WORK SHALL BE INSTALLED WITH QUALITY WORKMANSHIP IN ACCORDANCE WITH INDUSTRY STANDARDS, MANUFACTURER INSTRUCTIONS AND THE REQUIREMENTS OF THE CONTRACT DOCUMENTS WHICH INCLUDE THE PROJECT MANUAL, THE GENERAL AND SUPPLEMENTARY CONDITIONS, SPECIFICATIONS. DRAWINGS, AND ALL ADDENDA AND BULLETINS ISSUED BY THE ARCHITECT.
- CONSTRUCTION BIDS SHALL BE SUBMITTED INCLUDING ALL COSTS NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THESE DOCUMENTS AND WITHIN A CONSTRUCTION
- PROJECT MANUAL, DRAWINGS AND ADDITIONAL OWNER PROVIDED INFORMATION DESCRIBE THI OR NOT REGARDLESS OF THE LOCATION SHALL BE EXECUTED AS PART OF THE WORK. THE WHICH CANNOT READILY BE SHOWN ON THE DRAWINGS, AND FURTHER TO INDICATE THE TYPES DISAGREE AMONG EACH OTHER AND IF THE SPECIFICATION AND DRAWING DISAGREE BETWEEN THEMSELVES. THE CONTRACTOR IN WRITING SHALL REQUEST WRITING CLARIFICATIONS FROM THE ARCHITECT PRIOR TO PROCEED WITH THE WORK.
- THE PROJECT MANUAL IS A VOLUME ASSEMBLED FOR THE WORK, WHICH MAY INCLUDE THE INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS, SPECIAL PROVISIONS, DETAILED TECHNICAL SPECIFICATIONS, SAMPLE FORMS AND WRITTEN
- ENCOUNTERED TO PROPERLY EXECUTE THE WORK. ON THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED. THE CONTRACTOR SHALL FURNISH ALL WORK ITEMS REQUIRED FOR EQUIPMENT AND LABOR ARE REFERRED TO IN THE SINGULAR, SUCH ITEM OR ITEMS SHALL BE PROVIDED IN THE NUMBER NECESSARY FOR THE PROPER COMPLETION OF THE WORK.
- IN CASES OF ANY CONFLICTS, INCONSISTENCIES OR DISCREPANCIES WITHIN AND BETWEEN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL PROVIDE THE GREATER QUANTITIES OF ITEMS AND THE BETTER QUALITY OF WORK REQUIRED TO FINISH THE WORK.
- THE STATE, COUNTY, CITY, FEDERAL LAWS AND REGULATIONS, OSHA (OCCUPATIONAL SAFETY & INSTALLED IN VIOLATION OF ANY CODES. ALL DISCREPANCIES, VARIATIONS OR OMISSIONS IN THE CONTRACT DOCUMENTATION SHALL BE REPORTED PROMPTLY TO THE ARCHITECT ATTENTION AND ANY CONFLICT SHALL BE RESOLVED PRIOR TO THE INSTALLATION OF THE WORK INVOLVED
- DEFICIENCIES IN THE WORK. THE CONTRACTOR SHALL DETERMINE THAT THE WORK IS BEING PERFORMED IN COMPLIANCE WITH THE CONTRACT DOCUMENTS.
- RESPONSIBILITY AT ALL TIMES. THE CONTRACTOR SHALL CONTINUOUSLY SECURE AND MAINTAIN AN ADEQUATE PROTECTION OF ALL WORK FROM VANDALISM, THEFT AND OTHER DAMAGE, AND SHALL PROTECT ALL EXITING ITEM TO REMAIN AND ANY ADJACENT PROPERTY FROM DAMAGE; ANY DAMAGE OR LOSS SHALL BE CORRECTED AND OR REPLACED BY THE CONTRACTOR AT NO
- NOT LIMITED TO EXIT LIGHTS, EMERGENCY LIGHTS, ALARMS, SPRINKLERS, ETC. SHALL BE MAINTAINED IN OPERABLE CONDITION THROUGHOUT THE CONTRACT PERIOD.
- l. WHENEVER IT IS NECESSARY TO PROVIDE TEMPORARY "PATHS OF EGRESS" THROUGH THE AREAS OF THE WORK, SUCH PATHS SHALL BE PROVIDED BY THE CONTRACTOR WITH ADEQUATE ARTIFICIAL LIGHT, DIRECTION SIGNS, CLEARANCES, FIRE PROTECTION, ETC., AND SHALL BE CONSTRUCTED AND MAINTAINED SAFE FROM FIRE, SMOKE, AND OTHER PHYSICAL DANGERS
- PER OSHA "OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION" AND ANY APPLICABLE LAWS, REGULATIONS AND ORDINANCES AT ALL TIME FOR THE PUBLIC, ALL PERSONNEL INVOLVED IN TH WORK, OR ESSENTIAL TO ITS EXECUTION, INCLUDING INSPECTORS, SUPERVISORS, ARCHITECTS' REPRESENTATIVES, FIELD TESTING PERSONNEL
- 13. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY OVERHEAD DECKING, PROTECTIVE ENCLOSURE WALLS, HANDRAILS, BARRICADES, WARNING SIGNS, EXIT SIGNS, LIGHTS, SAFE AND WELL-DRAINED WALKWAYS, AND SIMILAR PROVISIONS FOR PROTECTION AND SAFE PASSAGE AND OTHER WARNING DEVICES AT ALL DITCHES. OPEN EXCAVATION, AND OTHER AREAS OF POTENTIAL DANGER TO PERSONNEL OR PUBLIC. ALL ITEMS SHALL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND ORDINANCES.
- 14. THE CONTRACTOR SHALL PROVIDE AND PROPERLY MAINTAINED TEMPORARY STAIRS TO ALL LEVELS OF CONSTRUCTION UNTIL PERMANENT STAIRS ARE COMPLETED. ALL TEMPORARY STAIRS SHALL REMAIN OPEN AND FREE OF OBSTRUCTIONS AT ALL TIMES. TEMPORARY STAIR CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND ORDINANCES.
- 15. THE CONTRACTOR SHALL INSTALL PERMANENT OR TEMPORARY FIRE HOSE CABINETS AND PROVIDE ADEQUATE FIRE EXTINGUISHERS THROUGHOUT THE LIMIT OF WORK PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL MAINTAIN SUCH EQUIPMENT IN WORKING ORDER THROUGHOUT CONSTRUCTION. THE TYPE, QUANTITY AND LOCATION OF THIS EQUIPMENT SHALL BE REASONABLY ADEQUATE TO SUIT THE CONDITIONS AND COMPLY WITH ALL APPLICABLE LAWS.
- 16. THE CONTRACTOR SHALL MAINTAIN AT THE JOB SITE ONE COPY OF ALL DRAWINGS. SPECIFICATIONS, BULLETINS, APPROVED SHOP DRAWINGS, OTHER SUBMITTALS, SAMPLES AND OTHER CONTRACT MODIFICATIONS. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE THE OWNER ONE COMPLETE SET OF PROJECT RECORD DOCUMENTS.
- 17. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID/ PROPOSAL. TI CONTRACTOR SHALL BECOME GENERALLY FAMILIAR WITH THE PROJECT, AND WITH THE IMPACT OF THE NEW WORK ON THE EXISTING CONDITIONS. ANY QUESTIONS OR COMMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO SUBMITTING A BID/PROPOSAL.
- 18. THE CONTRACTOR IS REQUIRED TO MEET WITH THE BUILDING OWNER OR OWNER REPRESENTATIVE PRIOR TO SUBMITTING A BID TO DISCUSS BUILDING STANDARDS AND OTHER OWNER REQUIREMENTS THAT COULD AFFECT THE WORK. THE CONTRACTOR SHALL SCHEDULE ADDITIONAL MEETINGS AS REQUIRED WITH THE OWNER OR THE OWNER REPRESENTATIVE TO VERIFY AND REVIEW THE BUILDING /FACILITY'S REGULATIONS AND PROCEDURES; SUCH AS THE USE OF BUILDING'S ELEVATORS, STAIRS AND LOADING DOCK FOR THE REMOVAL AND DELIVERY OF CONSTRUCTION MATERIALS.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMIT FEES, COSTS FOR LICENSES, CERTIFICATE OF OCCUPANCY, SERVICE CHARGES, TAXES, INSURANCE REQUIREMENTS, ETC. ASSESSED BY ANY GOVERNMENTAL AGENCY OR UTILITIES COMPANY. AFTER SUBMITTING PLANS TO THE BUILDING DEPARTMENT, A COPY OF THE PERMIT SHALL BE DELIVERED TO THE OWNER AND THE ARCHITECT BY THE CONTRACTOR.
- 20. THE CONTRACTOR SHALL ARRANGE FOR INSPECTIONS NECESSARY TO OBTAIN A CERTIFICATE O
- 21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR THE COST OF ALL INSPECTIONS AND TESTS REQUIRED FOR THE PROJECT AND AS REQUIRED BY ANY
- 22. NO SUBSTITUTION SHALL BE MADE UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT. IN DETERMINING THE BID. THE CONTRACTOR SHALL INCLUDE THE COST OF THE MATERIALS AND LABOR EXACTLY AS DOCUMENTED. THE CONTRACTOR MAY SUBMIT TO THE ARCHITECT PROPOSED SUBSTITUTIONS USING A CSI SUBSTITUTION REQUEST FORM. AS PART OF A COST SAVINGS CONSIDERATION. CONTRACTOR MUST INCLUDE THE COST OF THE PROPOSED SUBSTITUTION, AND AGREE TO REIMBURSE THE DESIGN PROFESSIONAL FOR THE TIME NECESSARY TO REVIEW, EVALUATE AND DETERMINE THE APPROPRIATENESS USE OF PROPOSE
- THE CONTRACTOR SHALL ASCERTAIN THAT ITEMS OFFERED, AS ALTERNATIVE PRODUCT OR AS EQUALS TO ITEMS SPECIFIED WILL FIT THE PHYSICAL LIMITS OF SPACE SHOWN ON THE DRAWINGS, AND LEAVE AMPLE CLEARANCE FOR PROPER INSTALLATION, OPERATION AND SERVICING OF THE ITEM AND ALL ADJACENT ITEMS. COST OF ANY ALTERATIONS DUE TO SUBSTITUTION SHALL BE BORNE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL COORDINATE CONSTRUCTION OPERATIONS INCLUDED IN THE DRAWINGS AND DIFFERENT SECTIONS OF THE SPECIFICATIONS TO ENSURE EFFICIENT AND ORDERLY INSTALLATION OF EACH PART OF THE WORK. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT CONSTRUCTION SCHEDULE FOR THE ENTIRE CONSTRUCTION PERIOD WITHIN TEN DAYS AFTER AWARD OF CONTRACT. THE SCHEDULE SHALL INCLUDE EACH ACTIVITY AND WORK BY OTHERS AND SHALL REISSUE CONSTRUCTION SCHEDULE TO THE ARCHITECT AFTER EACH REVISION TO THE SCHEDULE HAS BEEN MADE.
- CONTRACTOR SHALL PROVIDE THE ARCHITECT "SUBMITTAL SCHEDULE", A LIST OF SUBMITTALS, ARRANGED IN CHRONOLOGICAL ORDER BY DATES REQUIRED BY CONSTRUCTION SCHEDULE CONCURRENTLY WITH STARTUP CONSTRUCTION SCHEDULE. INCLUDE SUBMITTALS REQUIRED DURING THE FIRST 60 DAYS OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION MEANS. METHODS. TECHNIQUES SEQUENCES AND PROCEDURES, FOR THE COORDINATION OF WORK AND FOR THE WORK PERFORMED BY HIS/HER SUB-CONTRACTOR.
- 27. THE CONTRACTOR SHALL REVIEW SHOP DRAWINGS BEFORE SUBMITTING THEM TO THE ARCHITECT. THE ARCHITECT WILL NOT REVIEW ANY SUBMITTAL WITHOUT THE CONTRACTOR'S
- 28. SHOP DRAWING REVIEW OBJECTIVE IS TO DETERMINE IF THE DESIGN INTENT HAS BEEN MET. TH CONTRACTOR SHALL BE RESPONSIBLE FOR DIMENSIONS, COORDINATION WITH OTHER TRADES, AND CONDITIONS IN FIELD.
- 29. ANY UTILITY SHUT-OFFS REQUIRED BY CONTRACTORS FOR THE COMPLETION OF THEIR WORK SUCH AS ELECTRICAL, GAS, WATER, SEWER, STEAM, SPRINKLER, ETC., MUST BE INDICATED ON THE PROJECT SCHEDULED, REVIEWED AT THE PROJECT MEETING AND COORDINATED WITH THE OWNER PRIOR TO COMMENCEMENT OF THE WORK. 30. THE CONTRACTOR SHALL PROVIDE CHASES TO CONCEAL MECHANICAL, PLUMBING, AND
- ELECTRICAL WORK. PIPING LOCATED INSIDE THE BUILDING SHALL BE CONCEALED IN FURRED SPACES WITH THE EXCEPTION OF PIPING IN STAIRWAYS, EQUIPMENT ROOMS, AND MECHANICAL ROOMS. THE CONTRACTOR SHALL COORDINATE WITH THE OTHER TRADES TO PROVIDE FURRING FOR PIPING INSTALLED IN FINISHED AREAS. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ARCHITECT PRIOR TO LOCATING AND/OR PROVIDING "FURRED SPACES" NOT INDICATED ON THE DRAWINGS.
- I. EACH CONTRACTOR IS RESPONSIBILITY TO COORDINATE THE SEQUENCE OF THEIR WORK WITH THAT OF ALL OTHER TRADES ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT, AND SHALL BE RESOLVED PRIOR TO THE INSTALLATION OF THE WORK INVOLVED.

- EACH CONTRACTOR SHALL COORDINATE WITH OTHER CONTRACTORS FOR THE PROPER STORAGE OF BUILDING MATERIALS ON THE SITE TO AVOID OVERLOADING THE FLOOR OR IMPEDING WITH COMPLETION OF THE WORK. MATERIALS ARE TO BE PROPERLY DISPERSED OVER
- WHERE NEW WORK CONNECTS WITH EXISTING, THE CONTRACTOR SHALL DO ALL NECESSARY CUTTING, FITTING, AND PATCHING. CONTRACTOR SHALL FURNISH ALL NECESSARY LABOR AND
- CONSTRUCTION TO ITS ORIGINAL CONDITIONS FROM ANY DAMAGES DURING CONSTRUCTION FROM WORK PERFORMED IN CONNECTION WITH THIS CONTRACT. WHERE DAMAGED OR WORN ITEMS CANNOT BE REPAIRED OR RESTORED, PROVIDE REPLACEMENTS TO MATCH EXISTING, ANY REPAIR, RESTORATION AND REPLACEMENT SHALL BE BY METHODS AND WITH MATERIALS SO AS NOT TO VOID ANY EXISTING WARRANTIES IN PLACE.
- THE CONTRACTOR SHALL TURN THE WORK OVER IN CLEAN CONDITION INSIDE AND OUTSIDE CLEANUP SHALL INCLUDE REMOVAL OF SMUDGES, MARKS, STAINS, FINGERPRINTS, SOIL, DIRT. CONTRACTOR SHALL CLEAN ALL FINISHED SURFACES INSIDE AND OUTSIDE OF BUILDINGS, SUCH AS, BUT NOT LIMITED TO FLOORS, WALLS, CEILINGS, WINDOW GLASS, DOORS, FIXTURES,
- CONTRACTOR SHALL CLEAN ALL WORK ON SITE SUCH AS BUT NOT LIMITED TO WALKS, DRIVES CURBS, PAVING, FENCES, GROUNDS, AND WALLS; SHALL REMOVE ALL TEMPORARY FACILITIES AND JOB SIGNS, INCLUDING SURFACE MATERIALS FOR TEMPORARY ROADS AND WALKWAYS AND SHALL REPAIR ALL AREAS DAMAGED DURING THE WORK.
- IT SHALL BE UNDERSTOOD BY THE CONTRACTOR THAT THE QUALITY OF CLEANING AND POLISHING REQUIRED FOR ACCEPTANCE OF EACH CLEANED AREA SHALL BE IN ACCORD WITH THE INTENDED USE OF EACH AREA AND MAY BE IN EXCESS OF THE NORMAL PRACTICES OF THE
- DESIGNATED AREA. IN MUNICIPALITIES WHERE RECYCLING IS REQUIRED BY ORDINANCE, THE SEPARATION OF MATERIAL. AT THE END OF EACH WORKING DAY ALL DEBRIS RESULTING FROM THE DAY'S WORK SHALL BE TRANSPORTED TO AND PLACED IN THE APPROPRIATE WASTE CONTAINERS. COORDINATE LOCATIONS OF CONTAINERS WITH OWNER OR OWNER REPRESENTATIVE. CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF AUTHORITIES HAVING
- THE CONTRACTOR SHALL PROVIDE FIRE PROTECTION AT EACH WASTE CONTAINER AND AS REQUIRED BY LOCAL AUTHORITIES.

SYMBOL LEGEND



ELEVATION LEVEL TAG

BUILDING ELEVATION

INTERIOR ELEVATION

WALL SECTION

DETAIL SECTION

BREAK LINE

(A-101)

ELEVATION

EXISTING WALL TO REMAIN

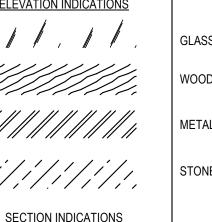
EXISTING DOOR AND DOOR FRAME

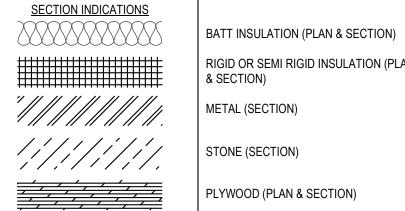
DASHED LINE INDICATES EXISTING DOOR AND

NEW DOOR AND DOOR FRAME

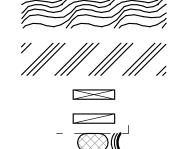
RIGID OR SEMI RIGID INSULATION (PLAN

ARCHITECTURAL MATERIALS





STONE (SECTION) PLYWOOD (PLAN & SECTION) PLASTER, MORTAR, CEMENT & GYPSUM WALL BOARD (PLAN & SECTION) WOOD GRAIN (PLAN & SECTION)



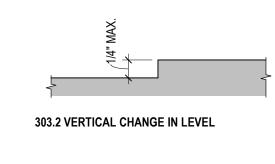
ALUMINUM (SECTION) WOOD, FRAMING (SECTION) WOOD, ROUGH INTERRUPTED SHIM (SECTION) BACKER ROD WITH SEALANT (SECTION)

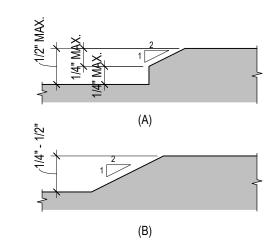
CHAPTER 3: BUILDING BLOCKS

- 302.1 FLOOR SURFACES GENERAL: FLOOR SURFACES SHALL BE STABLE, FIRM, AND SLIP RESISTANT. AND SHALL COMPLY WITH SECTION 302. CHANGES IN LEVEL IN FLOOR SURFACES SHALL COMPLY WITH THE PROVISIONS OF SECTION 303.
- SHALL HAVE A FIRM CUSHION, PAD, OR BACKING OR NO CUSHION OR PAD. CARPET OR CARPET TILE SHALL HAVE A LEVEL LOOP, TEXTURED LOOP, LEVEL CUT PILE, OR LEVEL CUT/UNCUT PILE TEXTURE THE PILE SHALL BE 1/2-INCH MAXIMUM IN HEIGHT. EXPOSED EDGES OF CARPET SHALL BE FASTENED TO THE FLOOR AND SHALL HAVE TRIM ALONG THE ENTIRE LENGTH OF THE EXPOSED EDGE. CARPET
- 302.3 FLOOR SURFACES OPENINGS: OPENINGS IN FLOOR SURFACES SHALL BE OF A SIZE THAT DOES NOT PERMIT THE PASSAGE OF A 1/2-INCH DIAMETER SPHERE, EXCEPT AS ALLOWED IN SECTION 407.4.3, 408.4.3, 409.4.3, 410.4 AND 805.10. ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE PRE-DOMINANT DIRECTION OF TRAVEL.
- 309 OPERABLE PARTS: A CLEAR FLOOR SPACE COMPLYING WITH SECTION 305 SHALL BE PROVIDED OPERABLE PARTS SHALL BE PLACED WITHIN ONE OR MORE OF THE REACH RANGES SPECIFIED IN SECTION 308. OPERABLE PARTS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5.0 POUNDS MAXIMUM.

CHAPTER 3 BUILDING BLOCKS

303: CHANGES IN LEVEL





SHEET LIST

GENERAL • • • TITLE SHEET

ARCHITECTURAL									
A-050	EXISTING CONDITIONS, DEMOLITION PLAN & ELEVATION	•	•	•					
A-051	EXISTING CONDITIONS & DEMOLITION SOUTHWEST WING	•	•	•					
A-052	EXISTING CONDITIONS & DEMOLITION SOUTHEAST WING	•	•	•					
A-100	1ST FLOOR PLAN, ELEVATIONS & SCHEDULES								
A-101	ENLARGED PLANS AND ELEVATIONS	•	•	•					
A-102	STOREFRONT DETAILS	•	•	•					
A-103	STOREFRONT VIEWS		•	•					
A-900	SPECIFICATIONS			•					
A-901	SPECIFICATIONS			•					
A-902	SPECIFICATIONS			•					
A-903	SPECIFICATIONS			•					
A-904	SPECIFICATIONS			•					

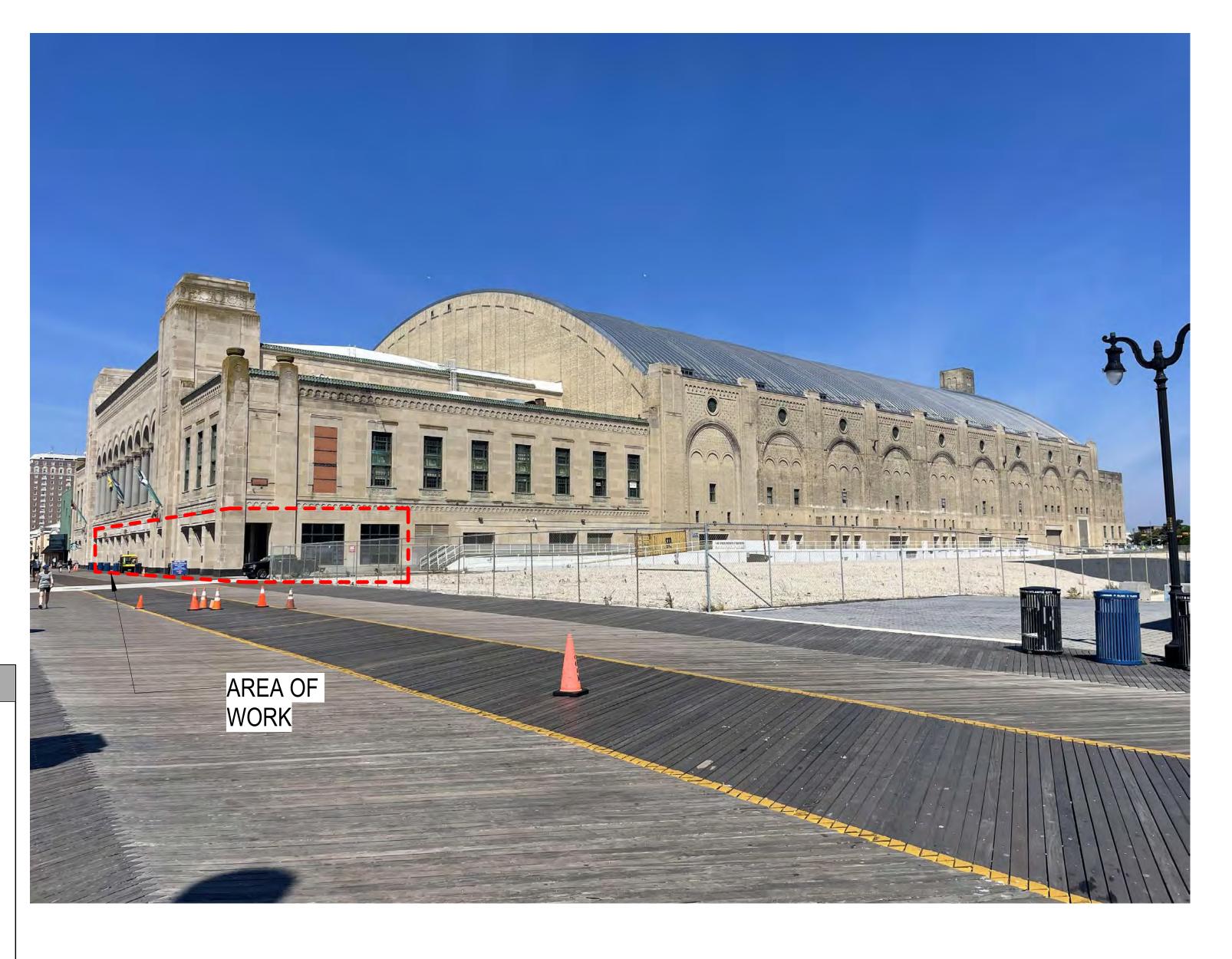
LOCATION MAP



JIM WHELAN BOARDWALK HALL

STOREFRONT AND DOOR REPLACEMENT DESIGN

2301 BOARDWALK, ATLANTIC CITY, NJ 08401



05/22/2025 - ISSUED FOR BID

PROJECT DATA

2301 BOARDWALK, ATLANTIC CITY, NJ 08401 PROJECT LOCATION

OCCUPANCY CLASSIFICATION: ASSEMBLY GROUP A-1

BUILDING TYPE II-A - PROTECTED, NON-COMBUSTIBLE EXTERIOR WALLS, WITH CODE COMPLIANT INTERIOR WALLS MATERIALS.

BUILDING RISK CATEGORY:

FIRE PROTECTION: EXISTING, NO CHANGE

- THE PROPOSED WORK WILL NOT RESULT IN ANY CHANGE OF BUILDING USE CLASSIFICATION. THE PROPOSED WORK WILL NOT RESULT IN ANY CHANGE TO THE MAXIMUM ALLOWABLE
- THE PROPOSED WORK WILL NOT RESULT IN ANY DIMINUTION OF EXISTING STRUCTURAL
- STRENGTH, SYSTEM CAPACITY OR MECHANICAL VENTILATION. THE PROPOSED WORK WILL NOT RESULT IN ANY CHANGE TO EXISTING MEANS OF EGRESS. THE PROPOSED WORK WILL NOT RESULT IN THE CREATION OF ANY NEW BUILDING ELEMENTS.
- THE PROPOSED WORK WILL NOT RESULT IN THE INTRODUCTION OF NEW FIXED LOADS. THE PROPOSED WORK WILL NOT DIMINISH ACCESSIBILITY.

BUILDING CODE REFERENCES

BUILDING DESIGN IS BASED ON THE FOLLOWING CODES:

THE FOLLOWING SUBCODES HAVE BEEN ADOPTED BY THE NEW JERSEY UNIFORM CONSTRUCTION CODE (NJAC 5:23):

2021 NEW JERSEY INTERNATIONAL BUILDING CODE, (NJAC5:23-3.14) 2021 NATIONAL STANDARD PLUMBING CODE (NJAC 5:23-3.15) FIRE: 2021 INTERNATIONAL FIRE CODE (NJAC 5:23-3.14) FIRE PROTECTION SUBCODE (NJAC 5:23-3.17) ELECTRICAL: 2020 NATIONAL ELECTRICAL CODE (NFPA 70) (NJAC 5:23-3.16) **ENERGY**: ASHRAE 90.1 - 2019 (COMMERCIAL) (NJAC 5:23-3.18)

THE HISTORIC ATLANTIC CITY CONVENTION HALL WAS LISTED ON THE NATIONAL REGISTER OF THE HISTORIC PLACES AS A NATIONAL HISTORIC LANDMARK IN 1987 AND PLACED ON THE NEW JERSEY REGISTER OF HISTORIC PLACES IN 1993. THE WORK SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE NEW JERSEY UNIFORM CONSTRUCTION CODE,

CONCERNING THE REPAIR, RENOVATION, ALTERATION, RECONSTRUCTION, CHANGE OF USE, AND ADDITION TO ALL EXISTING

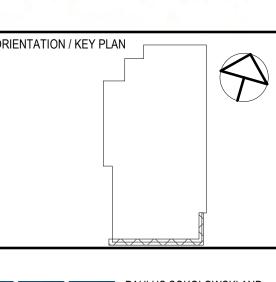
SPECIFICALLY THE NJ REHABILITATION SUBCODE (N.J.A.C. 5:23-6 - LATEST EDITION), WHICH CONTROLS ALL MATTERS

2021 NEW JERSEY INTERNATIONAL BUILDING CODE CHAPTER 11 ANSI A117.1-2017 ACCESSIBLE AND USABLE BUILDINGS & FACILITIES

- BUILDINGS AND STRUCTURES AND THEIR SERVICE EQUIPMENT.
- THE BUILDING QUALIFIES AS A HISTORIC BUILDING PER 5:23-6.33(B). THE PROPOSED SCOPE OF WORK WILL OCCUR AT THE SOUTH AND EAST ELEVATIONS.
- 5. THE PROPOSED SCOPE OF WORK INCLUDES ALUMINUM STOREFRONT DOOR AND WINDOW REPLACEMENT.
- FOR BUILDING PERMIT PURPOSES. THE PROPOSED SCOPE OF WORK IS CLASSIFIED AS "REPLACEMENT" WITH REGARDS TO THE ALUMINUM STOREFRONT AND STOREFRONT DOORS & HARDWARE.









ROJECT AND CLIENT. THEY ARE NOT INTENDED FOR USE ON EXTENSIONS OF THIS PROJE OF FOR REUSE ON ANY OTHER PROJECT. OPYRIGHT 2024 PAULUS, SOKOLOWSKI AND SARTOR ARCHITECTURE AND ENGINEERING, P. ALL RIGHTS RESERVED.

Harry T. Osborne License no. 21AI01002400

JIM WHELAN **BOARDWALK HALL**

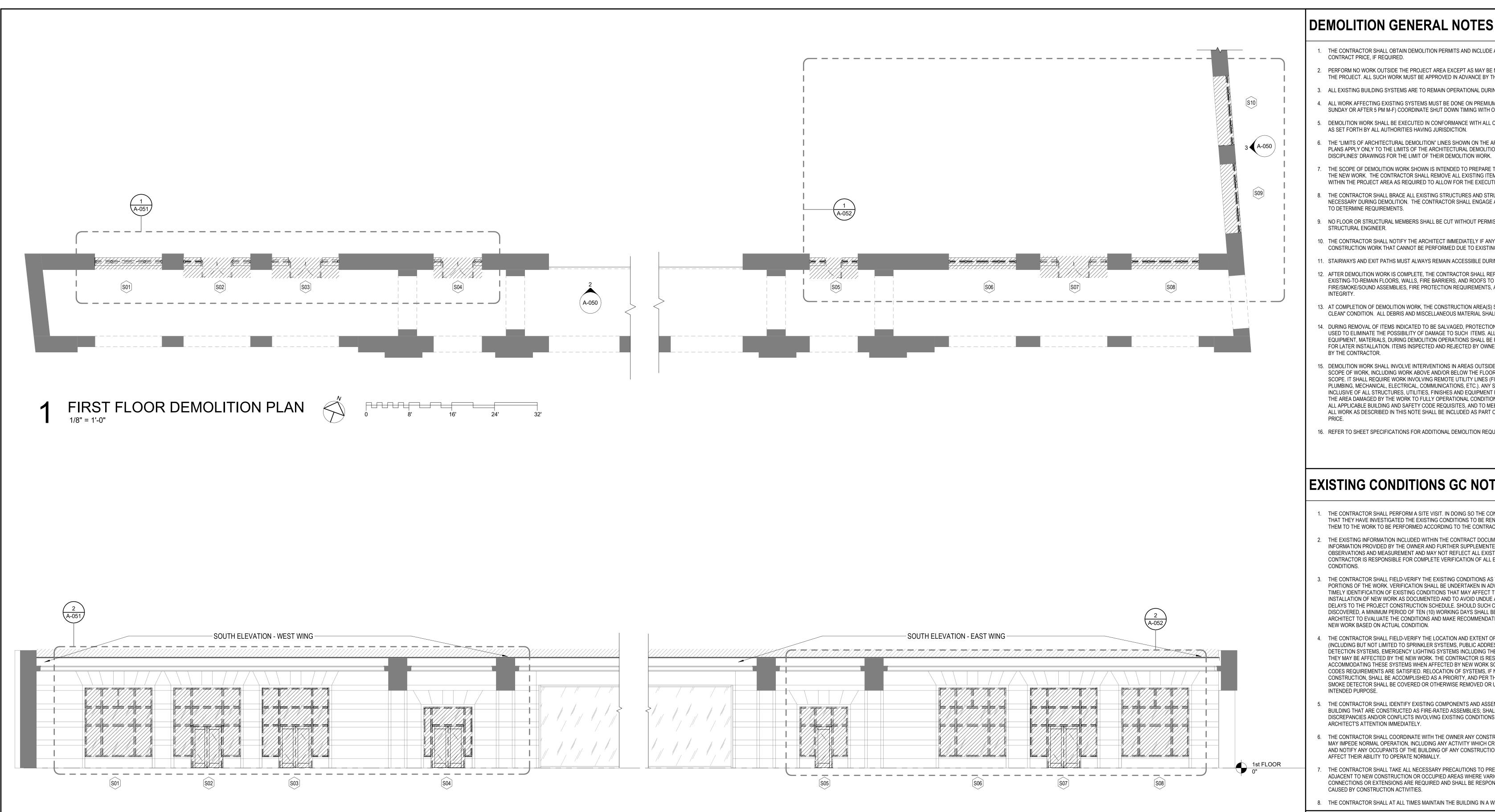
STOREFRONT AND DOOR REPLACEMENT **DESIGN**

2301 BOARDWALK, ATLANTIC CITY, NJ 08401

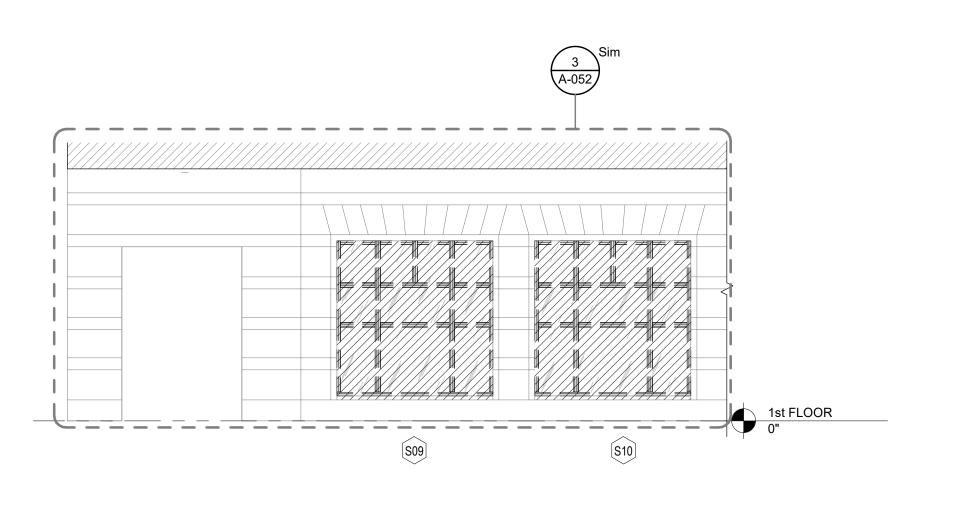
TITLE SHEET

JOB NO.: 02220.0008 DATE: 05/21/25 DRAWN:

CHECK: AG/WN SCALE: As indicated SHEET NO.



2 SOUTH ELEVATION (BOARDWALK) - DEMOLITION



EAST ELEVATION (MISSISSIPPI AVE) - DEMOLITION

DEMOLITION GENERAL NOTES

- THE CONTRACTOR SHALL OBTAIN DEMOLITION PERMITS AND INCLUDE ALL COSTS OF SAME IN CONTRACT PRICE, IF REQUIRED.
- PERFORM NO WORK OUTSIDE THE PROJECT AREA EXCEPT AS MAY BE NECESSARY TO COMPLETE THE PROJECT. ALL SUCH WORK MUST BE APPROVED IN ADVANCE BY THE OWNER.
- 3. ALL EXISTING BUILDING SYSTEMS ARE TO REMAIN OPERATIONAL DURING DEMOLITION.
- ALL WORK AFFECTING EXISTING SYSTEMS MUST BE DONE ON PREMIUM TIME (SATURDAY, SUNDAY OR AFTER 5 PM M-F) COORDINATE SHUT DOWN TIMING WITH OWNER.
- DEMOLITION WORK SHALL BE EXECUTED IN CONFORMANCE WITH ALL CODES AND ORDINANCES
- THE "LIMITS OF ARCHITECTURAL DEMOLITION" LINES SHOWN ON THE ARCHITECT'S DEMOLITION PLANS APPLY ONLY TO THE LIMITS OF THE ARCHITECTURAL DEMOLITION. SEE OTHER
- THE SCOPE OF DEMOLITION WORK SHOWN IS INTENDED TO PREPARE THE BUILDING TO RECEIVE THE NEW WORK. THE CONTRACTOR SHALL REMOVE ALL EXISTING ITEMS OF CONSTRUCTION WITHIN THE PROJECT AREA AS REQUIRED TO ALLOW FOR THE EXECUTION OF THE NEW WORK.
- THE CONTRACTOR SHALL BRACE ALL EXISTING STRUCTURES AND STRUCTURAL ELEMENTS AS NECESSARY DURING DEMOLITION. THE CONTRACTOR SHALL ENGAGE A STRUCTURAL ENGINEER
- NO FLOOR OR STRUCTURAL MEMBERS SHALL BE CUT WITHOUT PERMISSION OF A REGISTERED
- 10. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IF ANY DEMOLITION OR NEW
- CONSTRUCTION WORK THAT CANNOT BE PERFORMED DUE TO EXISTING FIELD CONDITIONS. 11. STAIRWAYS AND EXIT PATHS MUST ALWAYS REMAIN ACCESSIBLE DURING DEMOLITION.
- 2. AFTER DEMOLITION WORK IS COMPLETE, THE CONTRACTOR SHALL REPAIR ALL HOLES IN
- EXISTING-TO-REMAIN FLOORS, WALLS, FIRE BARRIERS, AND ROOFS TO COMPLY WITH ORIGINAL FIRE/SMOKE/SOUND ASSEMBLIES, FIRE PROTECTION REQUIREMENTS, AND STRUCTURAL
- 13. AT COMPLETION OF DEMOLITION WORK, THE CONSTRUCTION AREA(S) SHALL BE LEFT IN "BROOM CLEAN" CONDITION. ALL DEBRIS AND MISCELLANEOUS MATERIAL SHALL BE REMOVED.
- 14. DURING REMOVAL OF ITEMS INDICATED TO BE SALVAGED, PROTECTION AND CAUTION SHALL BE USED TO ELIMINATE THE POSSIBILITY OF DAMAGE TO SUCH ITEMS. ALL ITEMS OF EXISTING EQUIPMENT, MATERIALS, DURING DEMOLITION OPERATIONS SHALL BE REMOVED AND RETAINED FOR LATER INSTALLATION. ITEMS INSPECTED AND REJECTED BY OWNER SHALL BE DISPOSED OF
- 15. DEMOLITION WORK SHALL INVOLVE INTERVENTIONS IN AREAS OUTSIDE OF THE IMMEDIATE SCOPE OF WORK, INCLUDING WORK ABOVE AND/OR BELOW THE FLOOR LEVEL WITHIN THE SCOPE. IT SHALL REQUIRE WORK INVOLVING REMOTE UTILITY LINES (FIRE SPRINKLERS, PLUMBING, MECHANICAL, ELECTRICAL, COMMUNICATIONS, ETC.). ANY SUCH WORK SHALL BE INCLUSIVE OF ALL STRUCTURES, UTILITIES, FINISHES AND EQUIPMENT REQUIRED TO RESTORE THE AREA DAMAGED BY THE WORK TO FULLY OPERATIONAL CONDITIONS IN COMPLIANCE WITH ALL APPLICABLE BUILDING AND SAFETY CODE REQUISITES, AND TO MEET OWNER'S APPROVAL. ALL WORK AS DESCRIBED IN THIS NOTE SHALL BE INCLUDED AS PART OF THE BASE CONTRACT
- 16. REFER TO SHEET SPECIFICATIONS FOR ADDITIONAL DEMOLITION REQUIREMENTS.

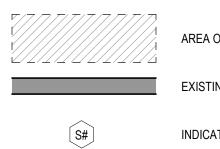
EXISTING CONDITIONS GC NOTES

- 1. THE CONTRACTOR SHALL PERFORM A SITE VISIT. IN DOING SO THE CONTRACTOR HAS AGREED THAT THEY HAVE INVESTIGATED THE EXISTING CONDITIONS TO BE RENOVATED AND COMPARE THEM TO THE WORK TO BE PERFORMED ACCORDING TO THE CONTRACT DOCUMENTS.
- THE EXISTING INFORMATION INCLUDED WITHIN THE CONTRACT DOCUMENTS ARE BASED UPON INFORMATION PROVIDED BY THE OWNER AND FURTHER SUPPLEMENTED BY LIMITED FIELD OBSERVATIONS AND MEASUREMENT AND MAY NOT REFLECT ALL EXISTING CONDITIONS. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE VERIFICATION OF ALL EXISTING FIELD
- THE CONTRACTOR SHALL FIELD-VERIFY THE EXISTING CONDITIONS AS THEY RELATE TO SPECIFIC PORTIONS OF THE WORK. VERIFICATION SHALL BE UNDERTAKEN IN ADVANCE TO ALLOW FOR TIMELY IDENTIFICATION OF EXISTING CONDITIONS THAT MAY AFFECT THE SCHEDULED INSTALLATION OF NEW WORK AS DOCUMENTED AND TO AVOID UNDUE AND UNREASONABLE DELAYS TO THE PROJECT CONSTRUCTION SCHEDULE. SHOULD SUCH CONDITIONS BE DISCOVERED, A MINIMUM PERIOD OF TEN (10) WORKING DAYS SHALL BE ALLOWED FOR THE ARCHITECT TO EVALUATE THE CONDITIONS AND MAKE RECOMMENDATIONS TO ACCOMMODATING NEW WORK BASED ON ACTUAL CONDITION.
- THE CONTRACTOR SHALL FIELD-VERIFY THE LOCATION AND EXTENT OF THE LIFE SAFETY SYSTEM (INCLUDING BUT NOT LIMITED TO SPRINKLER SYSTEMS, PUBLIC ADDRESS SPEAKER, SMOKE DETECTION SYSTEMS, EMERGENCY LIGHTING SYSTEMS INCLUDING THE ASSOCIATED WIRING) AS THEY MAY BE AFFECTED BY THE NEW WORK. THE CONTRACTOR IS RESPONSIBLE FOR ACCOMMODATING THESE SYSTEMS WHEN AFFECTED BY NEW WORK SO THAT ALL APPLICABLE CODES REQUIREMENTS ARE SATISFIED. RELOCATION OF SYSTEMS, IF NECESSITATED BY NEW CONSTRUCTION, SHALL BE ACCOMPLISHED AS A PRIORITY, AND PER THE PLANS. NO ACTIVE SMOKE DETECTOR SHALL BE COVERED OR OTHERWISE REMOVED OR USED FOR OTHER THAN IT INTENDED PURPOSE.
- THE CONTRACTOR SHALL IDENTIFY EXISTING COMPONENTS AND ASSEMBLIES WITHIN THE BUILDING THAT ARE CONSTRUCTED AS FIRE-RATED ASSEMBLIES; SHALL NOTE ANY DISCREPANCIES AND/OR CONFLICTS INVOLVING EXISTING CONDITIONS AND BRING THEM TO THE ARCHITECT'S ATTENTION IMMEDIATELY.
- THE CONTRACTOR SHALL COORDINATE WITH THE OWNER ANY CONSTRUCTION ACTIVITIES WHICH MAY IMPEDE NORMAL OPERATION, INCLUDING ANY ACTIVITY WHICH CREATES EXCESSIVE NOISE, AND NOTIFY ANY OCCUPANTS OF THE BUILDING OF ANY CONSTRUCTION ACTIVITIES WHICH MAY AFFECT THEIR ABILITY TO OPERATE NORMALLY.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO AREAS ADJACENT TO NEW CONSTRUCTION OR OCCUPIED AREAS WHERE VARIOUS SYSTEM CONNECTIONS OR EXTENSIONS ARE REQUIRED AND SHALL BE RESPONSIBLE FOR DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES.
- 8. THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN THE BUILDING IN A WEATHER TIGHT CONDITION

CUTTING AND PATCHING NOTES

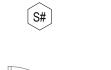
- THE CONTRACTOR SHALL REPLACE OR REPAIR ANY EXISTING-TO-REMAIN MATERIALS AND FINISHES WHICH ARE DAMAGED DURING DEMOLITION OR CONSTRUCTION OR ANY OTHER WORK PREFORMED UNDER THIS CONTRACT. THE CONTRACTOR SHALL PATCH, REPAIR AND ALIGN ALL EXISTING CONSTRUCTION SO AS TO LEAVE NO EVIDENCE OF PATCHING OR REPAIR AND PREPARE EXISTING SURFACE TO RECEIVE NEW SCHEDULED FINISHES.
- THE CONTRACTOR SHALL REMOVE AND REPLACE ALL EXISTING STOREFRONTS AND DOORS AS INDICATED ON THE DEMOLITION PLAN.
- WHEN ACCESS IS REQUIRED FOR THE INSTALLATION OF NEW WORK ABOVE EXISTING CEILING SYSTEMS TO REMAIN, THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND REINSTALLATION OF THE EXISTING SYSTEM IN IT'S ENTIRETY.
- IF ANY EXISTING FIREPROOFING AND/OR RATED ASSEMBLIES TO REMAIN ARE DAMAGED DURING DEMOLITION, THEY SHALL BE REPLACED OR REPAIRED TO CONFORM TO THE ORIGINAL FIRE PROTECTION REQUIREMENTS.

DEMOLITION PLAN LEGEND

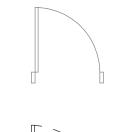


AREA OF SELECTIVE DEMOLITION

EXISTING WALL TO REMAIN. CMU, STONE, WOOD, METAL STUD WALL



INDICATES STOREFRONT/DOORS FOR REPLACEMENT



EXISTING DOOR AND DOOR FRAME TO REMAIN

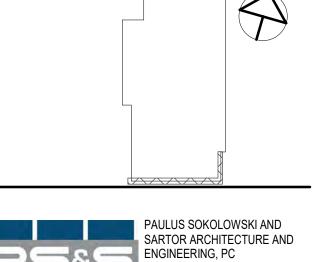
REMOVE EXISTING DOOR INCLUDING FRAME ASSEMBLY, SHOWN WITH DASHED LINES.

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ORIENTATION / KEY PLAN





3 MOUNTAINVIEW ROAD P.O. Box 4039 WARREN, NJ 07059 TEL: (732) 560-9700

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Harry T. Osborne License no. 21AI01002400

JIM WHELAN **BOARDWALK HALL**

STOREFRONT AND DOOR REPLACEMENT **DESIGN**

2301 BOARDWALK, ATLANTIC CITY, NJ 08401

SHEET NAME

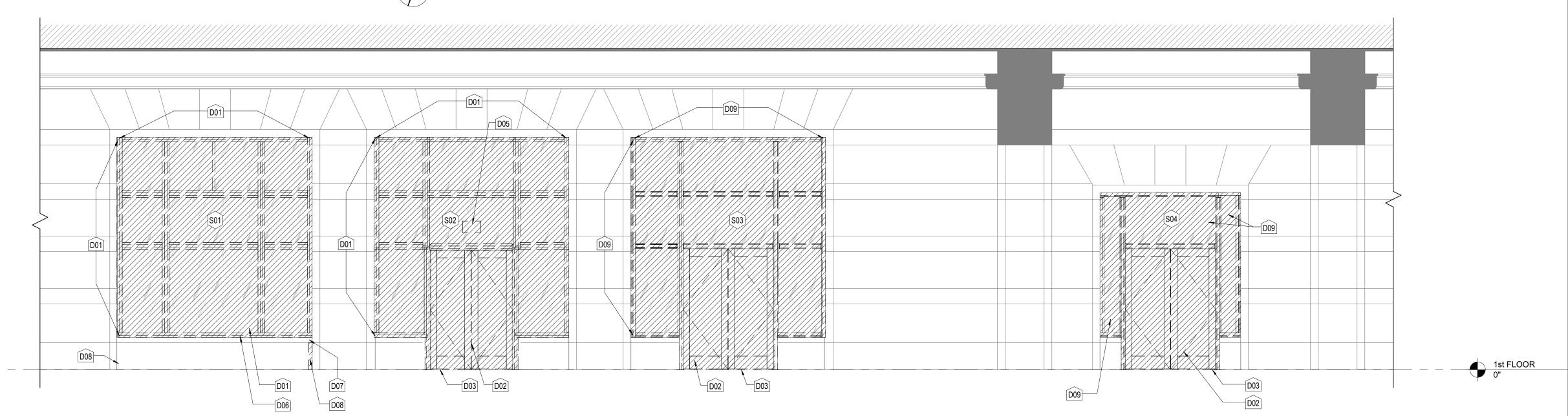
EXISTING CONDITIONS, **DEMOLITION PLAN & ELEVATION**

JOB NO.: 02220.0008

CHECK: AG/WN SCALE: As indicated

SHEET NO.

PARTIAL FIRST FLOOR - DEMOLITION SOUTH WEST WING

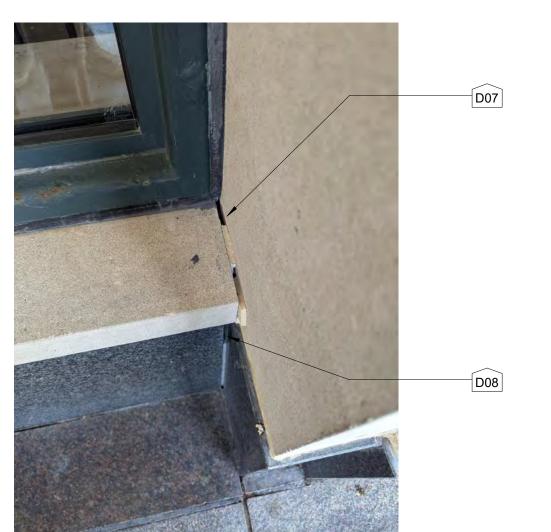


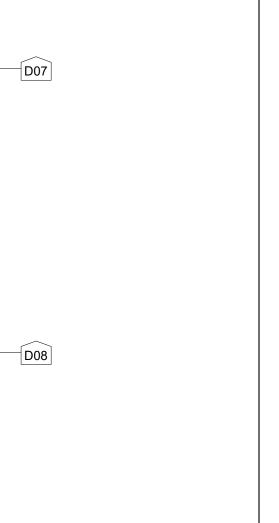
STOREFRONT S03 (BOX OFFICE)

PARTIAL SOUTH ELEVATION - DEMOLITION WEST WING

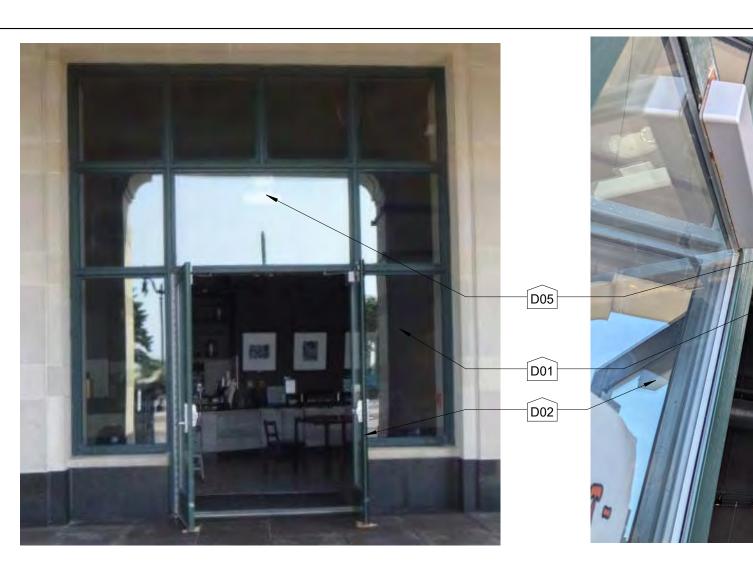
EXISTING CONDITIONS PHOTOS



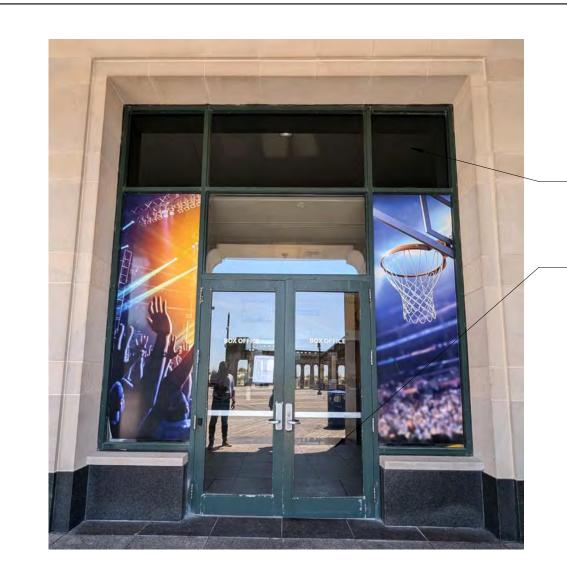


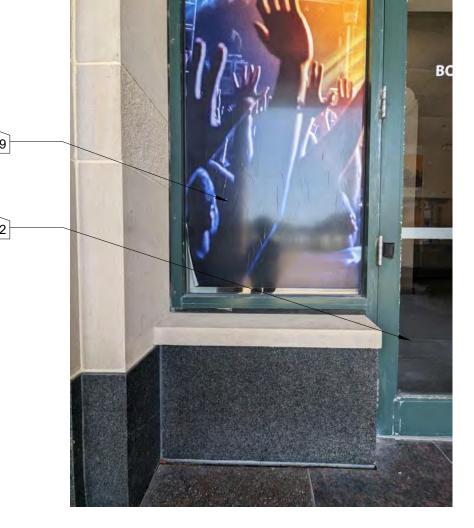


STOREFRONT S02 (STARBUCKS)

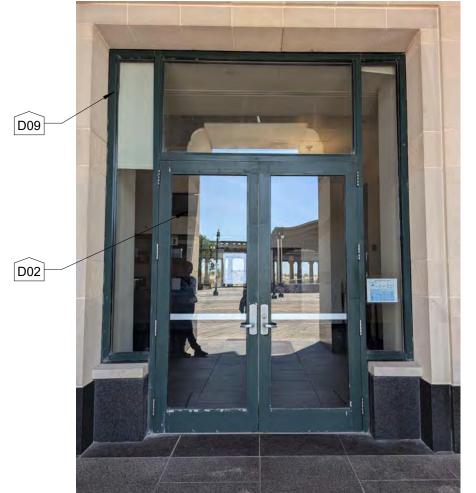


STOREFRONT S02 (STARBUCKS)





STOREFRONT S03 (BOX OFFICE)





STOREFRONT S04 (BOX OFFICE)

EXISTING CONDITIONS NOTES

- BOARDWALK HALL WAS DEDICATED IN 1929 AND AT THE TIME WAS THE LARGEST AUDITORIUM IN THE WORLD. OVER THE PAST CENTURY IT HAS HAD VARIOUS RENOVATIONS THAT HAVE IMPACTED THE FACADE. THE OWNER, OAK VIEW GROUP (OVG), IN CONJUNCTION WITH THE CASINO REINVESTMENT DEVELOPMENT AUTHORITY REQUESTED THAT THE EXISTING NON-HISTORICAL REPLACEMENT ALUMINUM AND HOLLOW METAL STOREFRONTS AND DOORS BE REPLACED WITH METAL STOREFRONTS AND DOORS THAT ARE IN ALIGNMENT WITH THE HISTORY OF BOARDWALK HALL.
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- THE CURRENT STOREFRONT ARRANGEMENT IS ORGANIZED IN THREE PRIMARY VERTICAL SECTIONS DIVIDED BY METAL MULLIONS. THESE SECTIONS ARE PREDOMINANTLY HORIZONTALLY DIVIDED INTO A FIXED, PLATE GLASS TRANSOM, A FIXED CENTRAL BAND, AND A PRIMARY-LEVEL CENTRAL WINDOW OR ENTRANCE WITH PAIRED PLATE-GLASS DOORS FLANKED BY FIXED SIDELIGHTS. THE METAL MULLIONS HAVE RELATIVELY SIMPLE PROFILES (REFER TO PHOTOS ON
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- A. CORROSION: THE EXISTING EXTERIOR METAL DOORS ARE SEVERALLY CORRODED AND ARE NOT PROPERLY CLOSING. REPLACEMENT OF THESE DOORS WILL BE REQUIRED.
- B. THE EXISTING DOORS' FINISH IS SEVERELY SCRATCHED WHICH ALLOWS FOR THE DETERIORATION AND CORROSION OF THE ALUMINUM. C. THE EXISTING GLAZING NOT IN BAD CONDITION DOES SHOW WEATHER RELATED WEAR FROM
- THE SALTWATER AIR. D. THERE IS ADDITIONAL REPAIR WORK TO SOME OF THE STONE SILLS THAT ARE CRACKED INCLUDING REMOVING AND REPLACING MISSING MORTAR AND SEALANT TO PROVIDE A
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CONCLUSION AND RECOMMENDATIONS:

THE CURRENT EXISTING NON-HISTORIC REPLACEMENT ALUMINUM STOREFRONTS, GLAZING AND DOORS SHOULD BE REPLACED DUE TO THE DETERIORATION AND CORROSION OF THE METAL. IT IS PROPOSED THAT THE REPLACEMENT OF THE EXISTING TEN STOREFRONTS INCLUDING DOORS AND GLAZING BE WITH A NEW METAL SYSTEM, HURRICANE RATED GLAZING AND A CORROSION RESISTANT FINISH. THE NEW STOREFRONT DESIGN SHOULD CONSIDER THE ORIGINAL PROPORTIONS AND STYLE.

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THERMALLY BROKEN SYSTEM.

BEST PERFORMANCE FOR THIS LOCATION AND EXPOSURE.

DEMOLITION TAG NOTES

D04 EXISTING EXTERIOR MASONRY WALL TO REMAIN

D06 REPAIR EXISTING CHIPPED PRECAST CONCRETE SILL

ALUMINIUM STOREFRONT

- 5" DEPTH WITH 2-1/2" AND CUSTOM SIGHTLINES. THE WINDOW WOULD BE AN EXTERIOR WET-GLAZED APPLICATION AS THAT WOULD PROVIDE THE
- THE FINISH WOULD BE A POWDER COAT FINISH WITH A DURACOAT TOPCOAT. THAT WOULD BE THE MOST DURABLE FOR SALTWATER EXPOSURE. WE WOULD COLOR MATCH TO THE EXISTING UPPER ARCADE WINDOWS.

REMOVE EXISTING ALUMINIUM STOREFRONT DOOR AND ASSOCIATED HARDWARE IN ITS ENTIRET PREPARE OPENING TO RECEIVE NEW DOOR AND HARDWARE.

003 REMOVE EXISTING DOOR THRESHOLD AND THRESHOLD BED. CLEAN EXISTING STONE OF ANY

D07 REMOVE EXISTING BROKEN MORTAR AT SILL AND REPLACE WITH BACKER ROD AND SEALANT (MAX

D08 REMOVE EXISTING SEALANT AT STONE BASE AND REPLACE WITH BACKER ROD AND SEALANT D09 REMOVE EXISTING ALUMINIUM STOREFRONT AND GLASS. PREPARE OPENING TO RECEIVE NEW

SEALANT AND/OR CAULK. PREPARE AREA FOR NEW ALUMINIUM THRESHOLD.

D05 REMOVE EXISTING EXIT SIGN AND EMERGENCY LIGHTING. REINSTALL ON REPLACEMENT

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ORIENTATION / KEY PLAN



Harry T. Osborne License no. 21AI01002400

JIM WHELAN **BOARDWALK HALL**

STOREFRONT AND DOOR REPLACEMENT **DESIGN**

2301 BOARDWALK, ATLANTIC CITY, NJ 08401

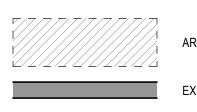
EXISTING CONDITIONS & DEMOLITION SOUTHWEST WING

JOB NO.: 02220.0008

SCALE:

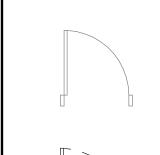
SHEET NO. A-051

DEMOLITION PLAN LEGEND



AREA OF SELECTIVE DEMOLITION

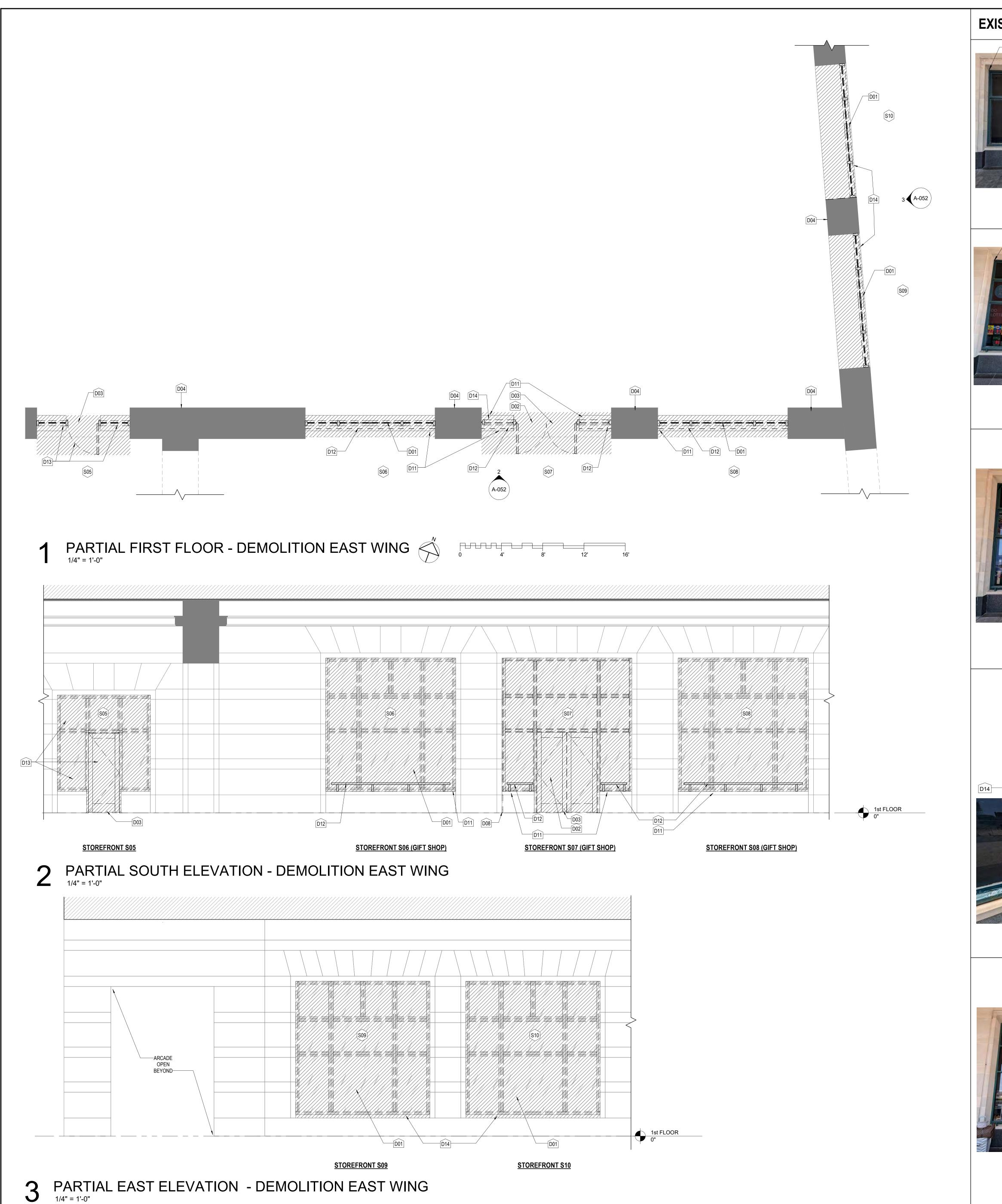
EXISTING WALL TO REMAIN. CMU, STONE, WOOD, METAL STUD WALL



EXISTING DOOR AND DOOR FRAME TO REMAIN

INDICATES STOREFRONT/DOORS FOR REPLACEMENT

REMOVE EXISTING DOOR INCLUDING FRAME ASSEMBLY, SHOWN WITH DASHED LINES.



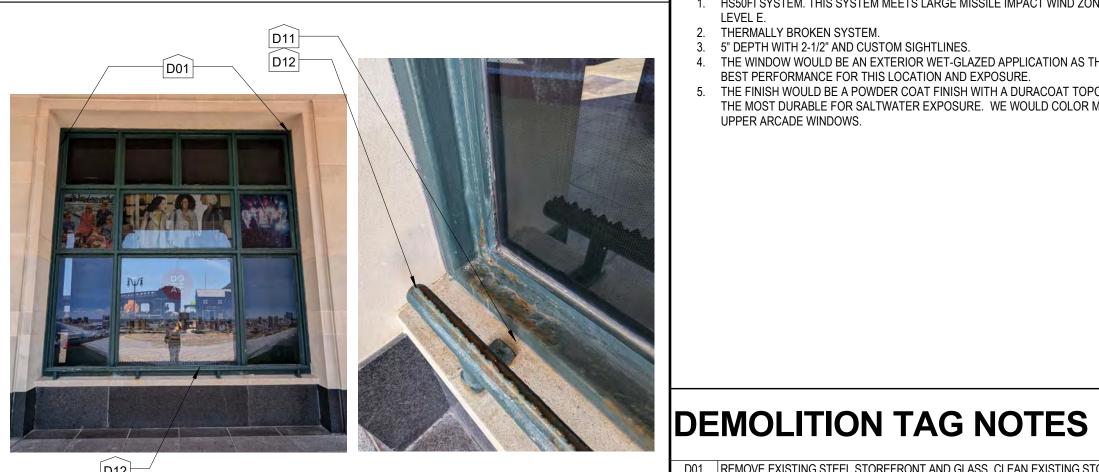
EXISTING CONDITIONS PHOTOS



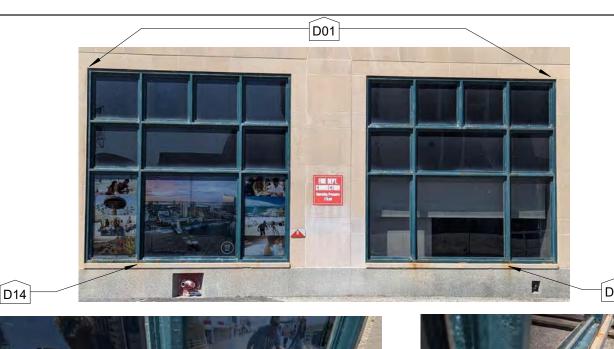
STOREFRONT #05



STOREFRONT #06 (GIFT SHOP)



STOREFRONT #08 (GIFT SHOP)







EXISTING CONDITIONS NOTES

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CONCLUSION AND RECOMMENDATIONS:

THE SALTWATER AIR.

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Harry T. Osborne

License no. 21Al01002400

SIGNATURE

JIM WHELAN

DESIGN

SHEET NAME

SCALE:

SHEET NO.

BOARDWALK HALL

STOREFRONT AND

2301 BOARDWALK, ATLANTIC CITY, NJ 08401

EXISTING CONDITIONS &

DEMOLITION SOUTHEAST WING

DOOR REPLACEMENT

TEL: (732) 560-9700

ORIENTATION / KEY PLAN

ISSUE DESCRIPTION

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03/21/2025 NJHPO 05/22/2025 IFB

D03 REMOVE EXISTING DOOR THRESHOLD AND THRESHOLD BED. CLEAN EXISTING STONE OF ANY SEALANT AND/OR CAULK. PREPARE AREA FOR NEW ALUMINIUM THRESHOLD. D08 REMOVE EXISTING SEALANT AT STONE BASE AND REPLACE WITH BACKER ROD AND SEALANT REPLACE IN KIND, CRACKED PRECAST CONCRETE SILL. REFER TO CONSTRUCTION NOTES. REMOVE EXISTING LOAFER RAIL BAR AND REPLACE WITH NEW. TO MATCH EXISTING AS CLOSELY A

REASONABLY POSSIBLE. REMOVE EXISTING STEEL STOREFRONT, GLASS, DOOR AND ASSOCIATED HARDWARE. PREPARE OPENING TO RECEIVE NEW ALUMINIUM STOREFRONT, DOOR, AND HARDWARE

D14 CLEAN ALL STONE SILLS OF RUST, REFER TO SPECIFICATION SECTION 049010-MASONRY REPAIRS

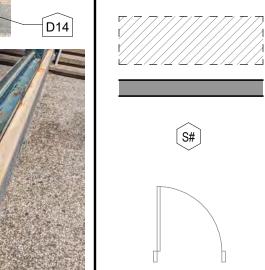
D01 REMOVE EXISTING STEEL STOREFRONT AND GLASS. CLEAN EXISTING STONE OF ANY SEALANT

D02 REMOVE EXISTING ALUMINIUM STOREFRONT DOOR AND ASSOCIATED HARDWARE IN ITS ENTIRETY

AND/OR CAULK. PREPARE OPENING TO RECEIVE NEW ALUMINIUM STOREFRONT.

PREPARE OPENING TO RECEIVE NEW DOOR AND HARDWARE.

DEMOLITION PLAN LEGEND



AREA OF SELECTIVE DEMOLITION EXISTING WALL TO REMAIN. CMU, STONE, WOOD, METAL STUD WALL

INDICATES STOREFRONT/DOORS FOR REPLACEMENT

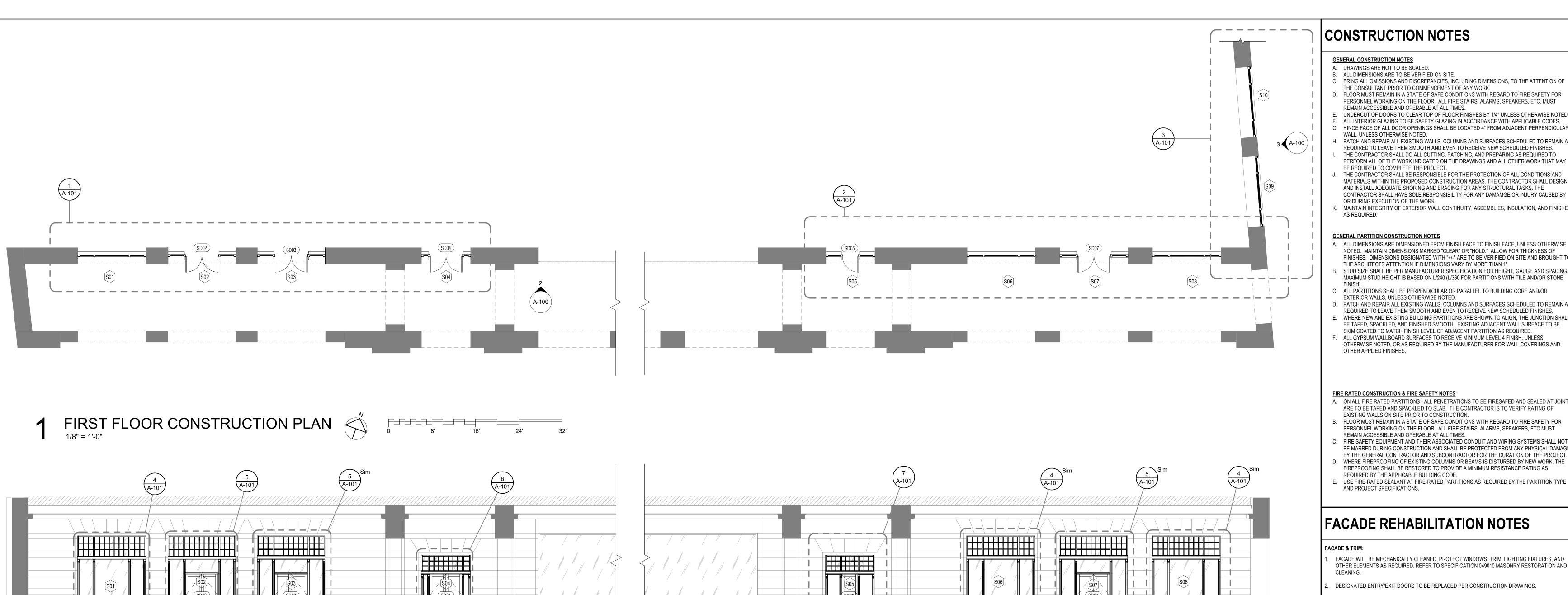
EXISTING DOOR AND DOOR FRAME TO REMAIN

REMOVE EXISTING DOOR INCLUDING FRAME ASSEMBLY, SHOWN WITH DASHED LINES.



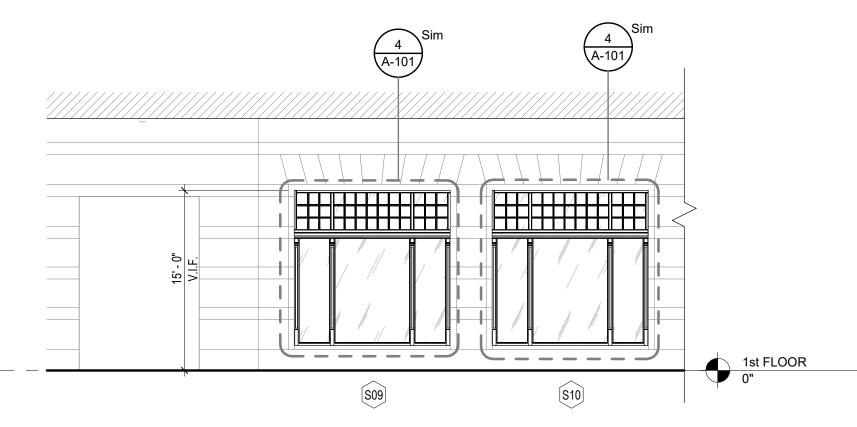
STOREFRONT #07 (GIFT SHOP)

A-052



SOUTH ELEVATION - PROPOSED

1/8" = 1'-0"



3 PARTIAL EAST ELEVATION - PROPOSED

DOOR SCHEDULE

	DOOR		FRAME			HARDWARE			
MARK	TYPE	WIDTH	HEIGHT	MATERIAL	TYPE	MATERIAL	DETAIL	SET	COMMENTS
st FLOOR									
SD02	A1	6' - 0"	8' - 0"	ALUMINUM	ALUMINUM	ALUMINUM	4/6/7/A-102	1	FIELD VERIFY ALL DIMENSIONS IN EXISTING OPENING - GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
SD03	A1	6' - 0"	8' - 0"	ALUMINUM	ALUMINUM	ALUMINUM	4/6/7/A-102	1	FIELD VERIFY ALL DIMENSIONS IN EXISTING OPENING - GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
SD04	A1	6' - 0"	8' - 0"	ALUMINUM	ALUMINUM	ALUMINUM	4/6/7/A-102	1	FIELD VERIFY ALL DIMENSIONS IN EXISTING OPENING - GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
SD05	A2	3' - 0"	8' - 0"	ALUMINUM	ALUMINUM	ALUMINUM	4/6/7/A-102	2	FIELD VERIFY ALL DIMENSIONS IN EXISTING OPENING - GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
SD07	A1	6' - 0"	8' - 0"	ALUMINUM	ALUMINUM	ALUMINUM	4/6/7/A-102	1	FIELD VERIFY ALL DIMENSIONS IN EXISTING OPENING - GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL

BOD DOORS YKK AP - PROTEK HURRICANE & BLAST SOLUTIONS 35H ENTRANCE SYSTEM, 3 1/2" STILES

CONTACT: Bruce A. Brecht at Atlantic Window & Door

913 Asbury Avenue, Asbury Park, NJ 07712 O 732.988.9220 ext. 106

www.awdnj.com

bruceb@awdnj.com

3. DOOR FINISH BY MANUFACTURER - CUSTOM COLOR RAL TO BE EITHER 611 OR 621. PPG 3 COAT PAINT. SAMPLES TO BE PROVIDED FOR APPROVAL 4. 15/16" TEMPERED INSULATED GLASS (1 LT. ¼" SOLARBAN60 TEMPERED GLASS, ½" A.S., 1 LT. 9/16" CLEAR LAMINATED GLASS [2 LTS. ¼" CLEAR GLASS WITH .090 SENTRY GLASS INTERLAYER]

HARDWARE SET #1

MANUFACTURER	DESCRIPTION	QUANTITY	PART OR SERIES	<u>FINISH</u>
			<u>NUMBER</u>	
FIRST CHOICE	CONCEALED VERTICAL ROD	(2)	FL3690 SERIES WITH	"BRONZE"
	EXIT DEVICE AND LEVER		SERIES L3 LEVERS	
			(ADA COMPLIANT)	
YKK AP	THERMALLY BROKEN	LENGTH OF	BE9-0465 4-1/2"	MILL
	THRESHOLDS FOR 35H	OPENING	THERMAL	
	ENTRANCES		THRESHOLD (ADA	
			COMPLIANT)	
ALLEGION	HEAVY DUTY	(2)	LCN 4040XP	"BRONZE"
	CLOSER/ANSI/BHMA A156.4			
	GRADE 1 RATED/MEETS ADA			
	OPENING FORCE			
	REQUIREMENTS			
YKK AP	COMMERCIAL OFFSET PIVOT	(2)	H-2101 AND H-2102	
	HINGES			
YKK AP	BOTTOM-RAIL DOOR SWEEP	(2)	H-7107	
	WITH WEATHERSTRIP BOTH			

HARDWARE SET #2

<u>MANUFACTURER</u>	DESCRIPTION	QUANTITY	PART OR SERIES NUMBER	<u>FINISH</u>
FIRST CHOICE	CONCEALED VERTICAL ROD EXIT DEVICE AND LEVER	(1)	FL3690 SERIES WITH SERIES L3 LEVERS (ADA COMPLIANT)	"BRONZE"
YKK AP	THERMALLY BROKEN THRESHOLDS FOR 35H ENTRANCES	LENGTH OF OPENING	BE9-0465 4-1/2" THERMAL THRESHOLD (ADA COMPLIANT)	MILL
ALLEGION	HEAVY DUTY CLOSER/ANSI/BHMA A156.4 GRADE 1 RATED/MEETS ADA OPENING FORCE REQUIREMENTS	(1)	LCN 4040XP	"BRONZE"
YKK AP	COMMERCIAL OFFSET PIVOT HINGES	(2)	H-2101 AND H-2102	
YKK AP	BOTTOM-RAIL DOOR SWEEP WITH WEATHERSTRIP BOTH INTERIOR AND EXTERIOR	(2)	H-7107	

STOREFRONT SCHEDULE

INTERIOR AND EXTERIOR

				DETAILS				
MARK	DESCRIPTION				CENTER			
		WIDTH	HEIGHT	HEAD	MULLION	JAMB	SILL	REMARKS
S01	STOREFRONT WINDOW	VARIES- VIF	12' - 11"	2/A-102	3/A-102	4/A-102	5/A-102	SEE NOTES/ GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
S02	STOREFRONT WINDOW	VARIES- VIF	12' - 11"	2/A-102	3/A-102	4/A-102	5/A-102	SEE NOTES/ GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
S03	STOREFRONT WINDOW	VARIES- VIF	12' - 11"	2/A-102	3/A-102	4/A-102	5/A-102	SEE NOTES/ GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
S04	STOREFRONT WINDOW	VARIES- VIF	9' - 4"	2/A-102	3/A-102	4/A-102	5/A-102	SEE NOTES/ GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
S05	STOREFRONT WINDOW	VARIES- VIF	9' - 4"	2/A-102	3/A-102	4/A-102	5/A-102	SEE NOTES/ GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
S06	STOREFRONT WINDOW	VARIES- VIF	12' - 11"	2/A-102	3/A-102	4/A-102	5/A-102	SEE NOTES/ GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
S07	STOREFRONT WINDOW	VARIES- VIF	12' - 11"	2/A-102	3/A-102	4/A-102	5/A-102	SEE NOTES/ GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
S08	STOREFRONT WINDOW	VARIES- VIF	12' - 11"	2/A-102	3/A-102	4/A-102	5/A-102	SEE NOTES/ GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
S09	STOREFRONT WINDOW	VARIES- VIF	12' - 11"	2/A-102	3/A-102	4/A-102	5/A-102	SEE NOTES/ GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL
S10	STOREFRONT WINDOW	VARIES- VIF	12' - 11"	2/A-102	3/A-102	4/A-102	5/A-102	SEE NOTES/ GC TO PROVIDE COLOR SAMPLES FOR COLOR MATCH AND APPROVAL

. FIELD VERIFY ALL EXISTING OPENINGS.

- BOD YKK AP YHS 50 TU, FIELD GLAZED WITH CUSTOM AND 2 1/2" SIGHTLINE DEPTH PER DETAILS, OUTSIDE (WET/DRY), BASE DEPTH 5" WITH SPACER GRILLE BETWEEN GLASS PANES 3. GLAZING LOW E2, 1 5/16" LAMINATED IGU, RATED HURRICANE IMPACT FIELD GLAZED
- 4. CONTACT: Bruce A. Brecht at Atlantic Window & Door 913 Asbury Avenue, Asbury Park, NJ 07712
 - O 732.988.9220 ext. 106
 - C 732.770.2227 www.awdnj.com
- bruceb@awdnj.com
- 5. STOREFRONT FINISH BY MANUFACTURER CUSTOM COLOR RAL TO BE EITHER 611 OR 621. PPG 3 COAT PAINT. SAMPLES TO BE PROVIDED FOR APPROVAL 6. 1 5/16" TEMPERED INSULATED GLASS (1 LT. 1/4" SOLARBAN60 TEMPERED GLASS, 1/2" A.S., 1 LT. 9/16" CLEAR LAMINATED GLASS [2 LTS. 1/4" CLEAR GLASS WITH .090 SENTRY GLASS INTERLAYER]

CONSTRUCTION NOTES

GENERAL CONSTRUCTION NOTES

 DRAWINGS ARE NOT TO BE SCALED. ALL DIMENSIONS ARE TO BE VERIFIED ON SITE.

- BRING ALL OMISSIONS AND DISCREPANCIES, INCLUDING DIMENSIONS, TO THE ATTENTION OF THE CONSULTANT PRIOR TO COMMENCEMENT OF ANY WORK. FLOOR MUST REMAIN IN A STATE OF SAFE CONDITIONS WITH REGARD TO FIRE SAFETY FOR PERSONNEL WORKING ON THE FLOOR. ALL FIRE STAIRS, ALARMS, SPEAKERS, ETC. MUST REMAIN ACCESSIBLE AND OPERABLE AT ALL TIMES. UNDERCUT OF DOORS TO CLEAR TOP OF FLOOR FINISHES BY 1/4" UNLESS OTHERWISE NOTED.
- ALL INTERIOR GLAZING TO BE SAFETY GLAZING IN ACCORDANCE WITH APPLICABLE CODES. HINGE FACE OF ALL DOOR OPENINGS SHALL BE LOCATED 4" FROM ADJACENT PERPENDICULAR WALL, UNLESS OTHERWISE NOTED.
- PATCH AND REPAIR ALL EXISTING WALLS, COLUMNS AND SURFACES SCHEDULED TO REMAIN AS REQUIRED TO LEAVE THEM SMOOTH AND EVEN TO RECEIVE NEW SCHEDULED FINISHES. THE CONTRACTOR SHALL DO ALL CUTTING, PATCHING, AND PREPARING AS REQUIRED TO

PERFORM ALL OF THE WORK INDICATED ON THE DRAWINGS AND ALL OTHER WORK THAT MAY

- BE REQUIRED TO COMPLETE THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL CONDITIONS AND MATERIALS WITHIN THE PROPOSED CONSTRUCTION AREAS. THE CONTRACTOR SHALL DESIGN AND INSTALL ADEQUATE SHORING AND BRACING FOR ANY STRUCTURAL TASKS. THE CONTRACTOR SHALL HAVE SOLE RESPONSIBILITY FOR ANY DAMAMGE OR INJURY CAUSED BY
- OR DURING EXECUTION OF THE WORK. MAINTAIN INTEGRITY OF EXTERIOR WALL CONTINUITY, ASSEMBLIES, INSULATION, AND FINISHES

GENERAL PARTITION CONSTRUCTION NOTES

- NOTED. MAINTAIN DIMENSIONS MARKED "CLEAR" OR "HOLD." ALLOW FOR THICKNESS OF FINISHES. DIMENSIONS DESIGNATED WITH "+/-" ARE TO BE VERIFIED ON SITE AND BROUGHT TO THE ARCHITECTS ATTENTION IF DIMENSIONS VARY BY MORE THAN 1". STUD SIZE SHALL BE PER MANUFACTURER SPECIFICATION FOR HEIGHT, GAUGE AND SPACING.
- ALL PARTITIONS SHALL BE PERPENDICULAR OR PARALLEL TO BUILDING CORE AND/OR
- EXTERIOR WALLS, UNLESS OTHERWISE NOTED. PATCH AND REPAIR ALL EXISTING WALLS, COLUMNS AND SURFACES SCHEDULED TO REMAIN AS REQUIRED TO LEAVE THEM SMOOTH AND EVEN TO RECEIVE NEW SCHEDULED FINISHES. WHERE NEW AND EXISTING BUILDING PARTITIONS ARE SHOWN TO ALIGN, THE JUNCTION SHALL
- BE TAPED, SPACKLED, AND FINISHED SMOOTH. EXISTING ADJACENT WALL SURFACE TO BE SKIM COATED TO MATCH FINISH LEVEL OF ADJACENT PARTITION AS REQUIRED. ALL GYPSUM WALLBOARD SURFACES TO RECEIVE MINIMUM LEVEL 4 FINISH, UNLESS

OTHERWISE NOTED, OR AS REQUIRED BY THE MANUFACTURER FOR WALL COVERINGS AND OTHER APPLIED FINISHES.

FIRE RATED CONSTRUCTION & FIRE SAFETY NOTES

- A. ON ALL FIRE RATED PARTITIONS ALL PENETRATIONS TO BE FIRESAFED AND SEALED AT JOINTS ARE TO BE TAPED AND SPACKLED TO SLAB. THE CONTRACTOR IS TO VERIFY RATING OF
- EXISTING WALLS ON SITE PRIOR TO CONSTRUCTION. FLOOR MUST REMAIN IN A STATE OF SAFE CONDITIONS WITH REGARD TO FIRE SAFETY FOR PERSONNEL WORKING ON THE FLOOR. ALL FIRE STAIRS, ALARMS, SPEAKERS, ETC MUST
- REMAIN ACCESSIBLE AND OPERABLE AT ALL TIMES. FIRE SAFETY EQUIPMENT AND THEIR ASSOCIATED CONDUIT AND WIRING SYSTEMS SHALL NOT BE MARRED DURING CONSTRUCTION AND SHALL BE PROTECTED FROM ANY PHYSICAL DAMAGE BY THE GENERAL CONTRACTOR AND SUBCONTRACTOR FOR THE DURATION OF THE PROJECT.
- FIREPROOFING SHALL BE RESTORED TO PROVIDE A MINIMUM RESISTANCE RATING AS REQUIRED BY THE APPLICABLE BUILDING CODE. USE FIRE-RATED SEALANT AT FIRE-RATED PARTITIONS AS REQUIRED BY THE PARTITION TYPE AND PROJECT SPECIFICATIONS.

WHERE FIREPROOFING OF EXISTING COLUMNS OR BEAMS IS DISTURBED BY NEW WORK, THE

FACADE REHABILITATION NOTES

FACADE & TRIM:

FACADE WILL BE MECHANICALLY CLEANED. PROTECT WINDOWS, TRIM, LIGHTING FIXTURES, AND OTHER ELEMENTS AS REQUIRED. REFER TO SPECIFICATION 049010 MASONRY RESTORATION AND

- DESIGNATED ENTRY/EXIT DOORS TO BE REPLACED PER CONSTRUCTION DRAWINGS. PROVIDE EXTERIOR GRADE CAULKING BETWEEN DISSIMILAR MATERIALS. COLOR TO MATCH
- WINDOW/DOOR/TRIM WHERE APPLICABLE. MASONRY TO BE POINTED OR REPAIRED AS NOTED ON CONSTRUCTION DRAWINGS.

- ALL STOREFRONT WINDOWS TO BE REPLACED IN THEIR EXACT FRAMED LOCATIONS, UNLESS OTHERWISE NOTED, SEE SCHEDULE FOR SIZES AND ELEVATIONS FOR LOCATIONS. VERIFY EXACT DIMENSIONS IN FIELD. NEW WINDOWS TO CONFORM TO U-FACTOR AS SPECIFIED IN THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE AND LISTED IN ENERGY ANALYSIS SECTION OF BUILDING CODE ANALYSIS PAGES.
- DAMAGED STONE SILLS TO BE REPLACED IN KIND AS REQUIRED AS NOTED ON CONSTRUCTION
- REPLACE ROTTEN OR DAMAGED SHIMS & BLOCKING WITH NEW FRT WOOD SHIMS & BLOCKING OF EQUAL AS REQUIRED.
- INSPECT STEEL AND MASONRY LINTELS UPON REMOVAL OF STOREFRONT WINDOWS FOR SIGNS OF CRACKING, RUST, & DEGRADATION. REPLACE LINTELS IN POOR CONDITION PER DETAILS.
- ALL STOREFRONT WINDOWS TO BE ENERGY STAR COMPLIANT. SEE SPECIFICATIONS AND STOREFRONT WINDOW SCHEDULE.

ENERGY CODE CHART

CLIMATE ZONE 4 (A,B,C)

OPAQUE DOORS

Swinging

Entrance Door

ENERGY SUBCODE PRESCRIPTIVE TABLE - BUILDING ENVELOPE REQUIREMENTS

U-0.370

OPAQUE ELEMENTS ASSEMBLY MAXIMUM INSULATION MIN. R-VALUE

ASSEMBLY

MAX. SHGC MIN. VT/SHGC

1.10

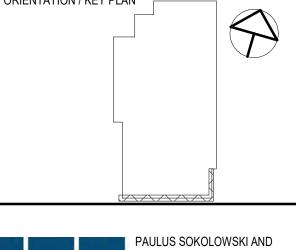
0.36 0.33

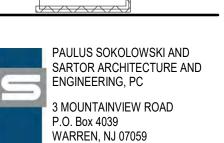
EXACT QUANTITIES, DIMENSIONS, AND LOCATIONS OF FACADE FIXTURES, TRIM, MATERIALS, DOORS & STOREFRONT WINDOWS TO BE CONFIRMED IN FIELD.

ISSUE DESCRIPTION 08/13/2024 NJ REGISTER APP 03/21/2025 NJHPO 2 05/22/2025 IFB









TEL: (732) 560-9700

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JIM WHELAN **BOARDWALK HALL**

STOREFRONT AND DOOR REPLACEMENT **DESIGN**

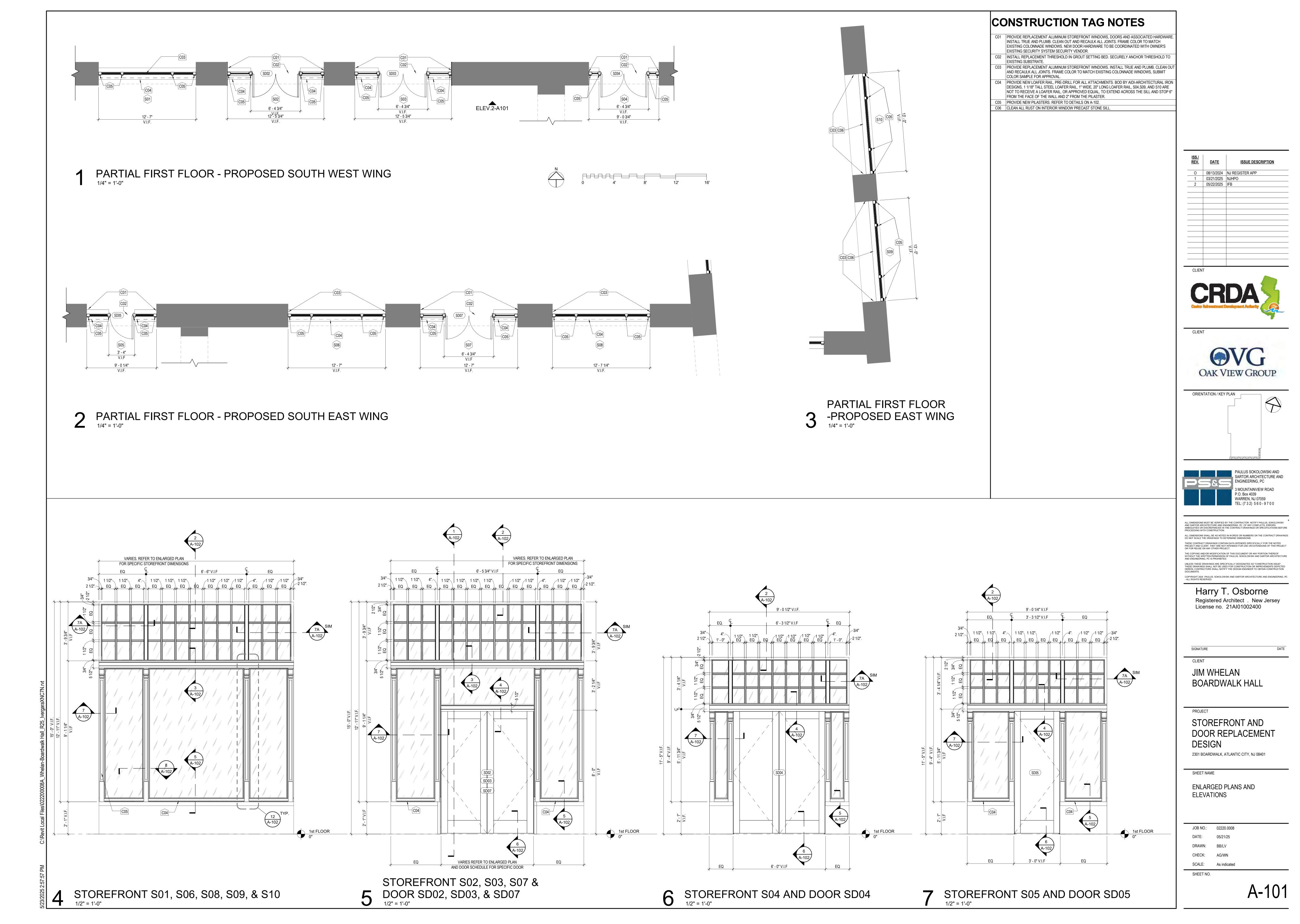
2301 BOARDWALK, ATLANTIC CITY, NJ 08401

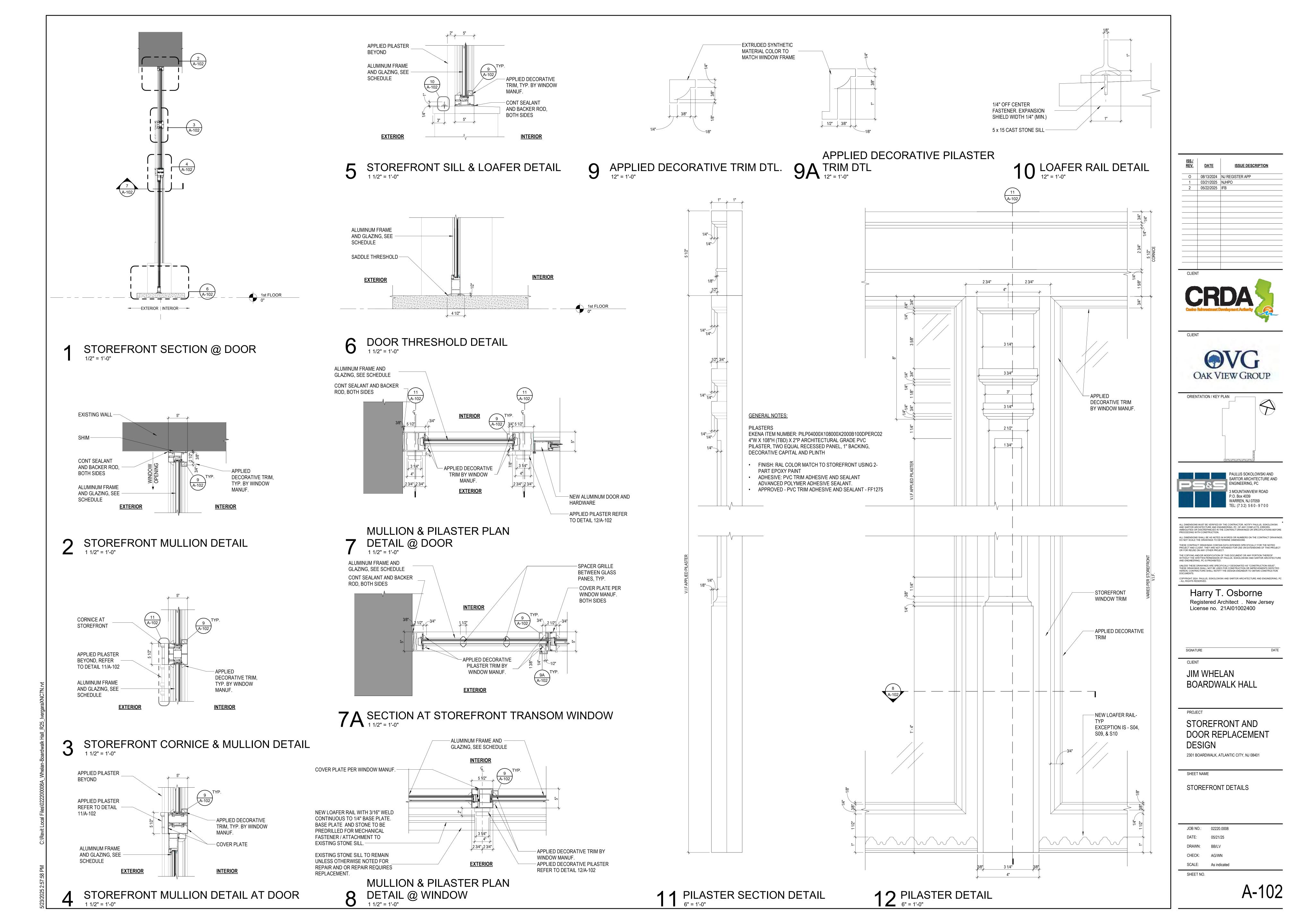
1ST FLOOR PLAN, ELEVATIONS & SCHEDULES

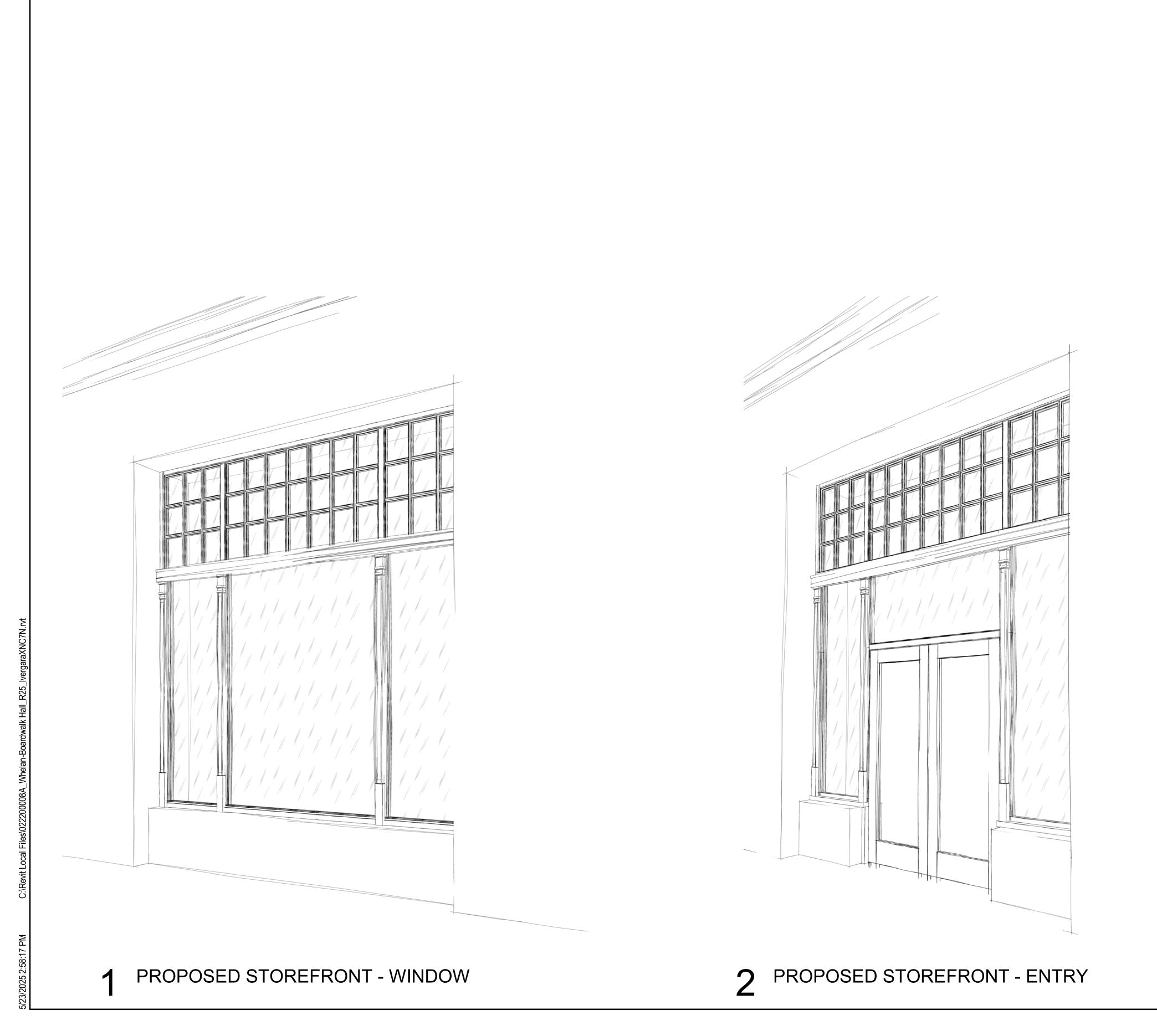
JOB NO.: 02220.0008 DATE: 05/21/25

DRAWN: CHECK: AG/WN SCALE: As indicated

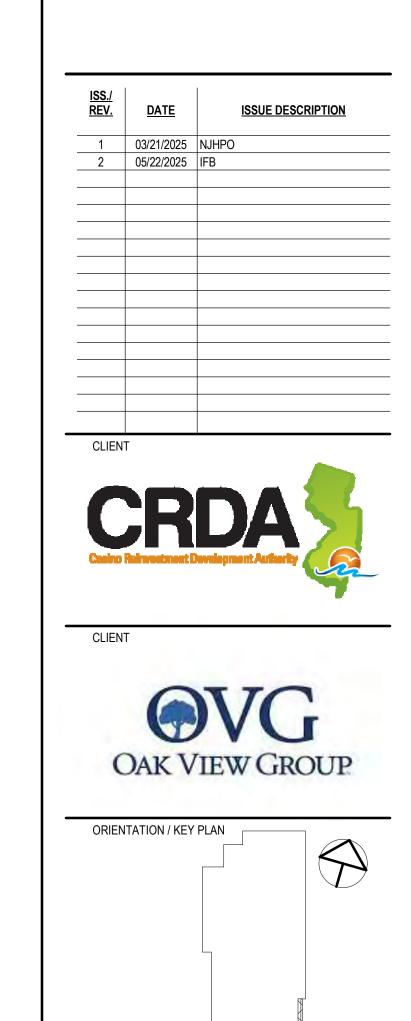
SHEET NO.











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Harry T. Osborne
Registered Architect . New Jersey
License no. 21Al01002400

CLIENT

JIM WHELAN

BOARDWALK HALL

STOREFRONT AND DOOR REPLACEMENT DESIGN

2301 BOARDWALK, ATLANTIC CITY, NJ 08401

SHEET NAME

STOREFRONT VIEWS

JOB NO.: 02220.0008

DATE: 05/21/25

DRAWN: BB/LV

SHEET NO

A-103

? PROPOSED STOREFRONT

5 QUALITY ASSURANCE Engage qualified testing agency to perform compatibility tests recommended by manufacturers. 6 PROCEDURES A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions. PART 2 - PRODUCTS SUBSTITUTIONS A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 14 days prior to time required for preparation and review of related submittals. 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these a. Requested substitution is consistent with the Contract Documents and will produce indicated results. Substitution request is fully documented and properly submitted. Requested substitution will not adversely affect Contractor's construction schedule. Requested substitution has received necessary approvals of authorities having jurisdiction. e. Requested substitution is compatible with other portions of the Work. Requested substitution has been coordinated with other portions of the Work.

. Requested substitution provides specified warranty.

Requests received after that time may be considered or rejected at discretion of Architect.

compensation to Architect for redesign and evaluation services.

d. Substitution request is fully documented and properly submitted.

Conditions: Architect will consider Contractor's request for substitution when the following co

b. Requested substitution does not require extensive revisions to the Contract Documents.

e. Requested substitution will not adversely affect Contractor's construction schedule.

Requested substitution has received approvals of authorities having jurisdiction.

c. Requested substitution is consistent with the Contract Documents and will produce indicated results.

If requested substitution involves more than one contractor, requested substitution has been coordinated with other

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations,

after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed.

following conditions are not satisfied, Architect will return requests without action, except to record noncompliance:

portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors

SPECIFICATIONS

JIM WHELAN BOARDWALK HALL

PROJECT:

Requested substitution is compatible with other portions of the Work. Requested substitution has been coordinated with other portions of the Work. Requested substitution provides specified warranty. PART 3 - EXECUTION (Not Used) END OF SECTION **01 2500**

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES .1 RELATED DOCUMENTS A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. A. Section includes administrative and procedural requirements for handling and processing Contract modifications. B. Related Requirements 1. Section 01 2500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award. .3 MINOR CHANGES IN THE WORK A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710. .4 CHANGE ORDER PROCEDURES A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701. .5 CONSTRUCTION CHANGE DIRECTIVE A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time. B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used) END OF SECTION 01 2600 SECTION 01 2900 - PAYMENT PROCEDURES RELATED DOCUMENTS Specification Sections, apply to this Section. A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment. Related Requirements:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01

1. Section 01 3200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment. 4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for

submittal of initial Applications for Payment. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section. 1. Identification: Include the following Project identification on the schedule of values: a. Project name and location.

 d. Contractor's name and address. e. Date of submittal. Arrange schedule of values consistent with format of AIA Document G703. 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed: a. Related Specification Section or Division.

b. Description of the Work. Name of subcontract Name of manufacturer or fabricator. e. Name of supplier. f. Change Orders (numbers) that affect value. g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100

percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.

Materials. Equipment. 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum. 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include

a. Differentiate between items stored on-site and items stored off-site. 6. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item. 8. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as

separate line items. 9. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount. 10. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

APPLICATIONS FOR PAYMENT A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The

period of construction work covered by each Application for Payment is the period indicated in the Agreement. Payment Application Times: Submit Application for Payment to Architect. The period covered by each Application for Payment is one 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.

Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action. 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made. 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received.

Include only amounts for work completed at time of Application for Payment. 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but

not vet installed. Differentiate between items stored on-site and items stored off-site. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials. 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials. 3. Provide summary documentation for stored materials indicating the following:

a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment. b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment. c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required. 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a

mechanic's lien arising out of the Contract and related to the Work covered by the payment. 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item. When an application shows completion of an item, submit conditional final or full waivers. Owner reserves the right to designate which entities involved in the Work must submit waivers.

Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien. 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

List of subcontractors. Schedule of values. Contractor's construction schedule (preliminary if not final). Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of

acceptance of schedule by each Contractor. Products list (preliminary if not final). Sustainable design action plans, including preliminary project materials cost data. Schedule of unit prices. Submittal schedule (preliminary if not final).

9. List of Contractor's staff assignments. 10. List of Contractor's principal consultants. Copies of building permits. 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work. Initial progress report. 14. Report of preconstruction conference.

15. Certificates of insurance and insurance policies. 17. Data needed to acquire Owner's insurance. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of

changes to the Contract Sum. 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and

supporting documentation not previously submitted and accepted, including, but not limited, to the following: Evidence of completion of Project closeout requirements. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations

8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when

3. Updated final statement, accounting for final changes to the Contract Sum.

4. AIA Document G706. AIA Document G706A. 6. AIA Document G707.

Owner took possession of and assumed responsibility for corresponding elements of the Work. 9. Final liquidated damages settlement statement. PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used) END OF SECTION **01 2900**

Evidence that claims have been settled.

SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

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

2 SLIMMARY A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following: General coordination procedures. Coordination drawings. RFIs.

Digital project management procedures. Project meetings.

Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor. Related Requirements: Section 01 3200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.

2. Section 01 7300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points. 3. Section 01 7700 "Closeout Procedures" for coordinating closeout of the Contract. 3 DEFINITIONS

A. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents. 4 INFORMATIONAL SUBMITTALS A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who

are to furnish products or equipment fabricated to a special design. Include the following information in tabular form: Name, address, telephone number, and email address of entity performing subcontract or supplying products. 2. Number and title of related Specification Section(s) covered by subcontract. 3. Drawing number and detail references, as appropriate, covered by subcontract.

Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project. 1. Post copies of list in project meeting room, in temporary field office, and in web-based Project software directory. Keep list current at all times. 5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation. 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance,

service, and repair. 3. Make adequate provisions to accommodate items scheduled for later installation. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.

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

Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings. 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule. Preparation of the schedule of values Installation and removal of temporary facilities and controls. Delivery and processing of submittals.

Preinstallation conferences Project closeout activities. 8. Startup and adjustment of systems. REQUEST FOR INFORMATION (RFI)

Progress meetings.

Name of Contractor

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor. 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following: Project name. Project number Date.

Name of Architect. RFI number, numbered sequentially RFI subject. Specification Section number and title and related paragraphs, as appropriate.

Name and address of Architect.

DIGITAL PROJECT MANAGEMENT PROCEDURES

Date the RFI was submitted.

RFI description.

b. Options.

c. Related RFIs.

d. Related Change Orders.

m. Weather limitations.

v. Installation procedures.

w. Coordination with other work.

. Drawing number and detail references, as appropriate 10. Field dimensions and conditions, as appropriate. 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.

12. Contractor's signature. 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation. a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

RFI Forms: AIA Document G716 or Software-generated form with substantially the same content as indicated above, acceptable to 1. Attachments shall be electronic files in PDF format.

Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 3:00 p.m. will be considered as received the following working day. 1. The following Contractor-generated RFIs will be returned without action: a. Requests for approval of submittals.

b. Requests for approval of substitutions. c. Requests for approval of Contractor's means and methods. d. Requests for coordination information already indicated in the Contract Documents. Requests for adjustments in the Contract Time or the Contract Sum.

f. Requests for interpretation of Architect's actions on submittals. g. Incomplete RFIs or inaccurately prepared RFIs. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.

RFI number including RFIs that were returned without action or withdrawn.

Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 2600 "Contract Modification Procedures." a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following: Project name. Name and address of Contractor.

Date Architect's response was received. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided at the Architect's discretion for Contractor's use during construction. Digital data files may be used by Contractor in preparing coordination drawings, certain Shop Drawings, and Project record Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.

Digital Drawing Software Program: Contract Drawings are available in AutoCAD ver. 2015. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect. a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect.

Web-Based Project Software: Use Architect's web-based Project software site for purposes of Project communication and documentation until Final Completion PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows: Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification

Section and transmittal form with links enabling navigation to each item. Name file with submittal number or other unique identifier, including revision identifier. 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate PROJECT MEETINGS

A. General: General Contractor will conduct meetings and conferences at Project site or other mutually agreed to location. 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Agenda: Attendance List; Review of Previous Minutes; Project Progress Review; Project Forcast; Delivery Schedule; Old Business; New Business; Action; RFI Summary; Review of Progress Schedule; Percent Complete; Project Date Summary; Next Meeting

Date: and Overall Meeting Schedule. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction. 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its

coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates. 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following: Contract Documents.

e. Purchases. f. Deliveries. Submittals. Sustainable design requirements. Review of mockups. Possible conflicts. k. Compatibility requirements. Time schedules.

n. Manufacturer's written instructions. Warranty requirements. p. Compatibility of materials. Acceptability of substrates. Temporary facilities and controls. s. Space and access limitations. t. Regulations of authorities having jurisdiction. u. Testing and inspecting requirements.

x. Required performance results. v. Protection of adjacent work. z. Protection of construction and personnel. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information. 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 45 days prior to the scheduled date of Substantial Completion. Conduct the conference to review requirements and responsibilities related to Project closeout. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with

Project and authorized to conclude matters relating to the Work. 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

. Preparation of Record Documents.

Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.

Procedures for completing and archiving web-based Project software site data files. Submittal of written warranties. Requirements for completing sustainable design documentation. Requirements for preparing operations and maintenance data.

Requirements for demonstration and training. Preparation of Contractor's punch list. Procedures for processing Applications for Payment at Substantial Completion and for final payment. Submittal procedures. Coordination of separate contracts.

Requirements for delivery of material samples, attic stock, and spare parts.

m. Owner's partial occupancy requirements. n. Installation of Owner's furniture, fixtures, and equipment. o. Responsibility for removing temporary facilities and controls. 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

Progress Meetings: General Contractor will Conduct progress meetings at biweekly intervals. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information. a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule

PART 2 - PRODUCTS (Not Used) PART 3 - EXECUTION (Not Used) END OF SECTION 01 3100

SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

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

1.2 SUMMARY A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following: 1. Start-up construction schedule

2. Contractor's construction schedule. Daily construction reports. 4. Material location reports Field condition reports. Special reports.

B. Related Sections:

1.4 INFORMATIONAL SUBMITTALS

1. Division 01 Section "Submittal Procedures" for submitting schedules and reports. 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections. L3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.

Predecessor Activity: An activity that precedes another activity in the network. 3. Successor Activity: An activity that follows another activity in the network. B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities

must equal the total Contract Sum, unless otherwise approved by Architect. C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project. D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

Event: The starting or ending point of an activity. Float: The measure of leeway in starting and completing an activity. 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity. 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1. Paper copies for monthly distribution at Construction Meetings. B. Start-up construction schedule. Approval of cost-loaded start-up construction schedule will not constitute approval of schedule of values for cost-loaded activities. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days. 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known. 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then

early start date, or actual start date if known. 3. Total Float Report: List of all activities sorted in ascending order of total float. 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for

Daily Construction Reports: Retain at Project site for ready reference. Material Location Reports: Retain at Project site for ready reference. Field Condition Reports: Submit at time of discovery of differing conditions.

1.5 QUALITY ASSURANCE A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request. B. Prescheduling Conference: Conduct conference at Project site to comply with Project requirements. Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial Owner occupancy. Review delivery dates for Owner-furnished products. 3. Review time required for review of submittals and resubmittals. 4. Review requirements for tests and inspections by independent testing and inspecting agencies.

5. Review time required for completion and startup procedures. 6. Review and finalize list of construction activities to be included in schedule. 7. Review submittal requirements and procedures.

Format for Submittals: Submit required submittals in the following format:

8. Review procedures for updating schedule. I.6 COORDINATION A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, a other required schedules and reports. 1. Coordinate each construction activity in the network with other activities and schedule them in proper sequence. PART 2 - PRODUCTS 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to Substantial Completion. 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the

1. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery. 2. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.

3. Startup and Testing Time: Include not less than 15 days for startup and testing. 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion. 5. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.

C. Constraints: Include applicable constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected. Phasing: Arrange list of activities on schedule by phase. 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner. 3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section

"Summary." Delivery dates indicated stipulate the earliest possible delivery date. 4. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date. 5. Work Restrictions: Show the effect of the following items on the schedule if applicable:

 b. Uninterruptible services. c. Partial occupancy before Substantial Completion. d. Use of premises restrictions. e. Seasonal variations. Environmental contro

Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the Subcontract awards. b. Submittals.

a. Coordination with existing construction.

f. Deliveries. Installation. h. Tests and inspections.

Startup and placement into final use and operation

Structural completion. n. Completion of mechanical installation. Completion of electrical installation. p. Substantial Completion. 7. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to

Proceed, Substantial Completion, and final completion. D. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues: Unresolved issues.

Unanswered RFIs. Rejected or unreturned submittals. 4. Notations on returned submittals.

construction schedules.

c. Purchases.

d. Fabrication.

Site work

e. Sample testing.

Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE) General: Prepare network diagrams using AON (activity-on-node) format. B. Start-up Network Diagram: Submit diagram within 14 days of date established for commencement of the Work. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for commencement of the Work

a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule. Conduct an educational workshop to train and inform key Project personnel, including subcontractors' personnel, in proper

methods of providing data and using CPM schedule information. 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.

4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the

schedule in order to correlate with Contract Time. D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

 a. Preparation and processing of submittals. b. Mobilization and demobilization. d. Fabrication.

Work by Owner that may affect or be affected by Contractor's activities. i. Punch list and final completion Activities occurring following final completion. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion

4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges. a. Subnetworks on separate sheets are permissible for activities clearly off the critical path. 5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.

Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity

sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

a. Each activity cost shall reflect an appropriate value subject to approval by Architect. b. Total cost assigned to activities shall equal the total Contract Sum.

Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify

critical activities. Prepare tabulated reports showing the following:

. Contractor or subcontractor and the Work or activity. Description of activity.

Principal events of activity.

dates shall be consistent with Contract milestone dates.

e. Utility interruptions.

Immediate preceding and succeeding activities. Early and late start dates. Early and late finish dates. Activity duration in workdays.

8. Total float or slack time. G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

Identification of activities that have changed. Changes in early and late start dates. Changes in early and late finish dates. Changes in activity durations in workdays.

Changes in the critical path. Changes in total float or slack time. 7. Changes in the Contract Time. .3 REPORTS A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

Unusual events (refer to special reports).

Equipment or system tests and startups.

18. Partial completions and occupancies.

10. Stoppages, delays, shortages, and losses.

List of subcontractors at Project site. List of separate contractors at Project site. Approximate count of personnel at Project site.

Equipment at Project site. Material deliveries. High and low temperatures and general weather conditions, including presence of rain or snow. Accidents. Meetings and significant decisions.

11. Meter readings and similar recordings. Emergency procedures. 13. Orders and requests of authorities having jurisdiction. 14. Change Orders received and implemented. 15. Construction Change Directives received and implemented. 16. Services connected and disconnected.

Substantial Completions authorized. B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents. SPECIAL REPORTS

Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable. 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. In-House Option: Owner may waive the option to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications. Meetings: Scheduling consultant (if engaged) shall attend all meetings related to Project progress, alleged delays, and time impact. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.

. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations. As the Work progresses, indicate final completion percentage for each activity.

Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility. Post copies in Project meeting rooms and temporary field offices. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of

END OF SECTION 01 3200

SECTION 01 3300 - SUBMITTAL PROCEDURES

d. Name of subcontractor.

Description of the Work covered.

are indicated on approved submittal schedule.

PART 1 - GENERAL .1 RELATED DOCUMENTS A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals. Related Sections:

Section 01 3200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule Section 01 7839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

Section 01 7900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel. 3 DEFINITIONS A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.

Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a

device-independent and display resolution-independent fixed-layout document format. ACTION SUBMITTALS Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing

submittals required by those corrections. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule. 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

a. Submit revised submittal schedule to reflect changes in current status and timing for submittals. Format: Arrange the following information in a tabular format: Scheduled date for first submittal b. Specification Section number and title. c. Submittal category: Action, informational.

f. Scheduled date for Architect's final release or approval. Scheduled dates for purchasing. Scheduled dates for installation. Activity or event number. 5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided at the discretion of the

Architect for Contractor's use in preparing submittals, when requested. Architect will furnish Contractor digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

b. Digital Drawing Software Program: The Contract Drawings are available in AutoCad 2015. c. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement d. The following plot files will by furnished for each appropriate discipline:

 Reflected ceiling plans. 3) Roof Plans, Framing plans. B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require seguential activity. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work

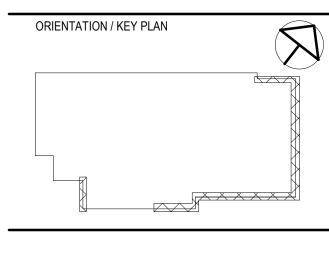
Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals. 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals. 1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals

is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal. 3. Resubmittal Review: Allow 7 days for review of each resubmittal.

ISSUE DESCRIPTION 05/22/2025 CLIENT

CONSULTANT



| Engineering. Pc 3 MOUNTAINVIEW ROAD P.O. Box 4039 WARREN, NJ 07059 TEL: (732) 560-9700 LL DIMENSIONS MUST BE VERIFIED BY THE CONTRACTOR. NOTIFY PAULUS, SOKOLOWSKI ND SARTOR ARCHITECTURE AND ENGINEERING, PC. OF ANY CONFLICTS, ERRORS, MBIGUITIES OR DISCREPANCIES IN THE CONTRACT DRAWINGS OR SPECIFICATIONS BEFORE ROCEEDING WITH CONSTRUCTION.

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SIGNATURE CLIENT

STOREFRONT AND DOOR REPLACEMENT

2301 BOARDWALK, ATLANTIC CITY, NJ 08401 SHEET NAME

DESIGN

PROJECT

SPECIFICATIONS

JOB NO.: 02220.0008 DATE: 05/21/25 DRAWN: CHECK: AG/WN

> SCALE: 12" = 1'-0" SHEET NO.

.1 CONTRACTOR'S REVIEW

2 ARCHITECT'S ACTION

END OF SECTION 01 3300

SECTION 01 4000 QUALITY REQUIREMENTS

A. Project Management and Coordination - Section 013113.

Divisions 2 through 32 Sections for specific test and inspection requirements.

Include list of codes, loads, and other factors used in performing these services.

Specification Section number and title.

Identification of applicable standards.

Identification of test and inspection methods.

Number of tests and inspections required.

Time schedule or time span for tests and inspections.

9. Unique characteristics of each quality-control service.

Entity responsible for performing tests and inspections.

Name, address, and telephone number of testing agency.

4. Dates and locations of samples and tests or inspections.

Description of the Work and test and inspection method.

9. Test and inspection results and an interpretation of test results.

compliance with standards and regulations bearing on performance of the Work.

successful in-service performance, as well as sufficient production capacity to produce required units.

10. Ambient conditions at time of sample taking and testing and inspecting.

Names of individuals making tests and inspections.

Identification of product and Specification Section.

Reports: Prepare and submit certified written reports that include the following:

Description of test and inspection.

8. Requirements for obtaining samples.

Complete test or inspection data.

Name and signature of laboratory inspector.

13. Recommendations on retesting and reinspecting.

apparently equal, to Architect for clarification before proceeding.

uncertainties to Architect for a decision before proceeding.

with a record of successful in-service performance.

performance and test methods.

PART 2 PRODUCTS

3.1 REPAIR AND PROTECTION

END OF SECTION 01 4000

GENERAL REQUIREMENTS

requirements as specified herein.

performed at his own expense.

Engaged in Construction Inspection, Testing, or Special Inspection."

.2 SECTION INCLUDES

.3 RELATED SECTIONS

SECTION 01 4523 TESTING AND INSPECTION

(Not Applicable)

trade-union jurisdictional settlements and similar conventions.

1. Contractor responsibilities include the following:

with or deviates from the Contract Documents.

8 QUALITY ASSURANCE

Date of issue.

Project title and number.

Schedule of Tests and Inspections: Prepare in tabular form and include the following:

defects and deficiencies and ensure that proposed construction complies with requirements.

B. Testing and Inspection - Section 014523.

.1 GENERAL REQUIREMENTS

.2 SECTION INCLUDES

3 RELATED SECTIONS

.5 DELEGATED DESIGN

to Architect.

6 SUBMITTALS

.4 DEFINITIONS

of the Contract Documents

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for

Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."

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

Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:

accordance with the notations on the submittal. Repeat as necessary to obtain an improved action mark.

Incomplete submittals are not acceptable, will be considered non-responsive, and will be returned without review.

A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that

Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made

construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.

D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information

of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience.

and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed

certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

urisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual

installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To

Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of

B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved

by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this

to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent

Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and

Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of New Jersey and who is

Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are

1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local

recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities

Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as

H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for

c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.

d. When testing is complete, remove assemblies; do not reuse materials on Project.

Build mockups in location and of size indicated or, if not indicated, as directed by Architect.

areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.

A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the testing and inspection

4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

Notify Architect seven days in advance of dates and times when mockups will be constructed.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates

Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched

comply with the following requirements, using materials indicated for the completed Work:

Demonstrate the proposed range of aesthetic effects and workmanship.

Demolish and remove mockups, unless otherwise directed by the Architect.

Protect construction exposed by or for quality-control service activities.

a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and

configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.

b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to

Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies

Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to

experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of

comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the

standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect

regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but

Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases,

Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.

under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review

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

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

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it.

been reviewed, checked, and approved for compliance with the Contract Documents.

Approved: Work may proceed provided it complies with the Contract Documents.

requirements. Architect will forward each submittal to appropriate party.

Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number.

Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has

Approved As Noted: Work may proceed provided it complies with the notations on the corrected submittal and the requirements

3. Revise and Resubmit: Do not proceed with that part of the Work covered by the submittal; revise and resubmit the submittal in

Rejected: The Work covered by the rejected submittal may not proceed. Cause for rejection will be noted on the returned

Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from

Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with

compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to

a. PDF file/s of Product Data unless otherwise indicated. Architect will return PDF with comments and action stamp. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise

a. Unless file size is prohibitive, PDF file/files of each submittal. If PDF file is not possible, submit four opaque copies of each submittal. Architect will return PDF with comments and action stamp or, retain one opaque copy and remainder will be Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

Identification: Attach label on unexposed side of Samples that includes the following: a. Generic description of Sample. b. Product name and name of manufacturer. c. Sample source. d. Number and title of applicable Specification Section.

Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course

of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use. b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of

a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of

manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection. a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned. 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at three sets of paired units that show approximate limits of variations. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required

for the Work and their intended location. Include the following information in tabular form: Type of product. Include unique identifier for each product indicated in the Contract Documents. Manufacturer and product name, and model number if applicable. Number and name of room or space.

Location within room or space. 5. Submit product schedule in the following format: a. PDF file, unless otherwise indicated. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress

Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination." Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with

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

Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and

interpreting test results of material for compliance with requirements in the Contract Documents. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information: Name of evaluation organization.

Date of evaluation. Time period when report is in effect.

Product and manufacturers' names. 5. Description of product. Test procedures and results. Limitations of use.

page numbers.

Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements." Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract

after product is installed in its final location, for compliance with requirements in the Contract Documents.

Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and

interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or

Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of

summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include

applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a

A. Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the work.

A. Requirements for testing and inspection shall be described in various Sections of these Specifications. Where no testing and inspection requirements are described but the Owner decides that it is required, the Owner may require additional testing and inspection to be

B. Work Not Included 1. Unless otherwise noted in this Section or other Section of work, the Owner will select a pre-qualified independent testing laboratory and inspection professional 2. Unless otherwise noted in this Section or other Sections of work, the Owner will pay for all initial services of the testing laboratory and inspection professionals as further described in Article 2.1 of this Section of these Specifications.

A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329-21 "Standard Specification for Agencies

Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American

Society for Testing and Materials.

PART 2 PRODUCTS 1 PAYMENTS FOR TESTING AND INSPECTION SERVICES A. Initial Services: The Owner will pay for all initial testing and inspection services.

B. Retesting: When initial tests and inspections indicate non-compliance with local Codes and the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and inspectors and the costs thereof will be deducted by the Owner from the Contract Sum. 2.2 CODE COMPLIANCE TESTING AND INSPECTION

A. Inspections and tests required by Codes or Ordinances, or by a plan approval authority, shall be paid by for by the Owner unless otherwise noted in this Section or other Sections of work. Retesting or inspection as required shall conform to the requirements of Article 2.1

2.3 CONTRACTOR'S TESTING A. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor. B. Where operating tests are specified, the Contractor shall test his work as it progresses, on his own account, and shall make satisfactory preliminary tests in all cases before applying for official tests. Tests shall be made in the manner specified, for the different branches of the work. Each test shall be made on the entire system for which such test is required, wherever practical. In case it is necessary to test portions of the work independently, the Contractor shall do so without extra compensation. The Contractor shall furnish all labor, material and apparatus, make corrections and conduct the official test. The test will be conducted in the presence of a representative of the Architect.

D. All parts of the electrical work and associated equipment shall be tested and adjusted to work properly and be left in perfect operating condition. All defects disclosed by these tests shall be corrected to the satisfaction of the Architect and Engineer without any additional cost to the Owner. Tests shall be repeated on this repaired or replaced work if deemed necessary by the Architect. The Architect shall be notified at least forty-eight (48) hours in advance of all tests and shall be represented at tests that he deems necessary. The Contractor shall furnish all necessary instruments, other equipment, and personnel required for such tests.

. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the F. If the Architect or Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will endeavor to do so promptly and, where practicable, at the source of supply.

1 COOPERATION WITH TESTING LABORATORY AND INSPECTORS A. Representatives of the testing laboratory and inspectors shall have access to the work at all times. Provide facilities for such access in order that they may properly perform their functions. A. Establishing Schedule: By advance discussions with the inspection service and testing laboratory selected by the Owner, determine the

time required to perform inspections and tests and to issue each of its findings. Provide all required time within the construction schedule. B. Revising Schedule: When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the inspectors and testing laboratory as required. C. Adherence to Schedule: When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the work, all extra costs for testing attributable to the delay will be back-charged to the

3.3 TAKING SPECIMENS A. All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory. END OF SECTION 01 4523

SECTION 01 5000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 3 EXECUTION

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

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities. Related Sections:

1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions. A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's facilities forces, Architect, testing agencies, and authorities having jurisdiction.

Sewer Service: Owner will pay sewer service use charges for sewer usage by all entities for construction operations. Water Service: Owner will pay water service use charges for water used by all entities for construction operations. Electric Power Service: Owner will pay electric power service use charges for electricity used by all entities for construction operations. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. INFORMATIONAL SUBMITTALS A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel. B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and

damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work. indicate sequencing of work that requires water, such as sprayed tire-resistive materials, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish 1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

Accessible Temporary Egress: Comply with applicable provisions in [the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1. PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless

PART 2 - PRODUCTS 2.1 MATERIALS A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with

bottom rails. Provide appropriate system bases for supporting posts. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-

galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and

developed indexes of 25 and 50, respectively. 2.2 TEMPORARY FACILITIES A. Field Offices, General: Contractor will be allowed to utilize area of 4th floor that is not within the contract area for field office use.

B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep area clean and orderly.

Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures. . HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having iurisdiction, and marked for intended use. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction; clean HVAC system as required in Division 01 Section "Closeout Procedures".

Air Filtration Units: HEPA primary and secondary filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously. PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities. 3.2 TEMPORARY UTILITY INSTALLATION A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services. B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition

acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use. Sanitary Facilities: Contractor will be allowed usage of 3rd floor toilet facilities during construction. At Substantial Completion, restore these facilities to condition existing before initial use. Contractor to provide drinking water for use of construction personnel. Heating and Cooling: Contractor will be allowed use of existing HVAC system during construction to extent possible. Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed

construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful

effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption. 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.

Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner. . Connect to Owner's existing power source, as directed by Owner. G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

Install and operate temporary lighting that fulfills security and protection requirements without operating entire system. Install lighting for Project identification sign. . Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line for each field office.

1. At each telephone, post a list of important telephone numbers.

 a. Police and fire departments. b. Ambulance service. c. Contractor's home office. d. Architect's office.

A. General: Comply with the following:

Engineers' offices. Owner's office. Principal subcontractors' field and home offices. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office. 3.3 SUPPORT FACILITIES INSTALLATION

1. Provide construction located within construction area or within 30 feet of building lines that is noncombustible according to ASTME 136. Comply with NFPA 241. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to

. Traffic Controls: Comply with requirements of authorities having jurisdiction. Protect existing site improvements to remain including curbs, pavement, and utilities. Maintain access for fire-fighting equipment and access to fire hydrants. Parking: Use building's existing parking lot for construction personnel.

Identification Signs: Provide Project identification signs as determined at first project meeting. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to building. a. Provide temporary, directional signs for construction personnel and visitors. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

Elevator Use: Use of freight elevator is allowed to transport materials to project floors. . Do not load elevator beyond their rated weight capacity. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire

unit, or provide new units as required. . Use of Existing Stairs: Use of existing stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Site Enclosure Fence: Should exterior be required for construction operations, furnish and install enclosure fence in a manner that will prevent people and animals from easily entering area except by entrance gates. Extent of Fence: As required to enclose entire area or portion determined sufficient to accommodate construction operations. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.

. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having

Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241. Prohibit smoking in construction areas.

Supervise combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and

.5 OPERATION, TERMINATION, AND REMOVAL A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses

Maintenance: Maintain facilities in good operating condition until removal. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until

Substantial Completion. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 017 300 - EXECUTION REQUIREMENTS

I GENERAL REQUIREMENTS A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

SECTION INCLUDES A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following: Construction layout. Field engineering and surveying

General installation of products. Progress cleaning. Starting and adjusting. Protection of installed construction. 7. Correction of the Work.

1.3 RELATED SECTIONS A. Cutting and Patching - Section 017329. B. Closeout Procedures - Section 017700. .4 SUBMITTALS

A. Qualification Data: For land surveyor to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified. B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste

Certified Surveys: Submit two copies signed by land surveyor. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated. PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, water-service piping, and underground electrical services.

Furnish location data for work related to Project that must be performed by public utilities serving Project site. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations. 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

 Description of the Work. b. List of detrimental conditions, including substrates. List of unacceptable installation tolerances.

 Recommended corrections. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture

4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

PREPARATION A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements

before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work. . Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3 CONSTRUCTION LAYOUT A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices. 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate

each element of Project. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions. Inform installers of lines and levels to which they must comply. Check the location, level and plumb, of every major element as the Work progresses. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction. . Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels,

including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect. FIELD ENGINEERING

1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by

Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work.

Preserve and protect permanent benchmarks and control points during construction operations.

survey control points. Comply with authorities having jurisdiction for type and size of benchmark. Record benchmark locations, with horizontal and vertical data, on Project Record Documents. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate

3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the

Show boundary lines, monuments, streets, site improvements and utilities, existing improvements, significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "Property Survey."

INSTALLATION A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. Make vertical work plumb and make horizontal work level. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling. B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion

. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected

Tools and Equipment: Do not use tools or equipment that produce harmful noise levels. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

during normal conditions of occupancy.

of legally, according to regulations

Site: Maintain Project site free of waste materials and debris.

Allow for building movement, including thermal expansion and contraction. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints. H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous. 3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg. F. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose

Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work. Remove liquid spills promptly. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

covering to its original condition. H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning

Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of

G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty,

and similar materials. 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe

Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects. K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

STARTING AND ADJUSTING A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Section 014000, "Quality Requirements." .8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Section . Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly

adjusting operating equipment. Restore permanent facilities used during construction to their specified condition. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair. D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

Remove and replace chipped, scratched, and broken glass or reflective surfaces. END OF SECTION 01 7300

SECTION 017700 - CLOSEOUT PROCEDURES PART 1 - GENERAL

Sections, apply to this Section. A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification

 Substantial Completion procedures. 2. Final completion procedures. Warranties.

1.1 RELATED DOCUMENTS

Final cleaning

items below that are incomplete with request

c. Name of Architect.

d. Name of Contractor.

B. Related Sections:

1. Section 01 7839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data. 2. Section 01 7900 "Demonstration and Training" for requirements for instructing Owner's personnel. 1.3 SUBSTANTIAL COMPLETION A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is no Advise Owner of pending insurance changeover requirements. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases. . Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security

documentation, damage or settlement surveys, property surveys, and similar final record information.

Complete startup testing of systems. Submit test/adjust/balance records. 10. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements. 11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

12. Complete final cleaning requirements, including touchup painting. 13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects. B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed witl inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed

or corrected before certificate will be issued. . Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected. 2. Results of completed inspection will form the basis of requirements for final completion. 1.4 FINAL COMPLETION A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

 Submit a final Application for Payment according to Division 01 Section "Payment Procedures." Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved

Submit evidence of final, continuing insurance coverage complying with insurance requirements. 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected. 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST) A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items

and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. 1. Organize list of spaces in sequential order, proceeding from 4th floor to 5th floor. 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and

3. Include the following information at the top of each page: a. Project name. b. Date.

e. Page number. 4. Submit list of incomplete items via electronic document (PDF). 1.6 WARRANTIES A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within 14 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor. C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual. 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate

contents, and sized to receive 8-1/2-by-11-inch paper. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document. D. Provide additional copies of each warranty to include in operation and maintenance manuals. PART 2 - PRODUCTS 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces. PART 3 - EXECUTION A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal

and local environmental and antipollution regulations. B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions. 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project

or for a portion of Project: a. Clean building site, yard, and grounds, in areas disturbed by construction activities. Remove tools, construction equipment, machinery, and surplus material from Project site. c. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

d. Sweep concrete floors broom clean in unoccupied 4th floor space.

e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces. Remove labels that are not permanent. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.

Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection. Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with

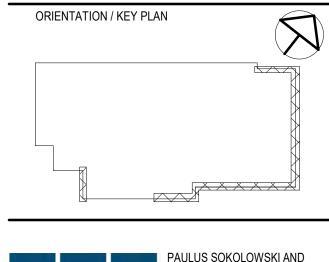
Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

 m. Leave Project clean and ready for occupancy. END OF SECTION 01 7700

requirements for new fixtures.

ISSUE DESCRIPTION

CONSULTANT



SARTOR ARCHITECTURE AND ■ ENGINEERING. PC 3 MOUNTAINVIEW ROAD P.O. Box 4039 WARREN, NJ 07059 TEL: (732) 560-9700

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SIGNATURE

PROJECT

DESIGN 2301 BOARDWALK, ATLANTIC CITY, NJ 08401

SHEET NAME

SPECIFICATIONS

JOB NO.: 02220.0008

SCALE: 12" = 1'-0" SHEET NO.

SECTION 01 7839 - PROJECT RECORD DOCUMENTS

Specification Sections, apply to this Section.

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01

PART 1 - GFNFRAI

1.1 RELATED DOCUMENTS

a. System, subsystem, and equipment descriptions. b. Performance and design criteria if Contractor is delegated design responsibility. c. Operating standards. d. Regulatory requirements. e. Equipment function. f. Operating characteristics. g. Limiting conditions. h. Performance curves. 2. Documentation: Review the following items in detail: Emergency manuals. b. Operations manuals. Maintenance manuals. d. Project record documents. e. Identification systems. f. Warranties and bonds. Maintenance service agreements and similar continuing commitments. 3. Emergencies: Include the following, as applicable: a. Instructions on meaning of warnings, trouble indications, and error messages. b. Instructions on stopping. d. Operating instructions for conditions outside of normal operating limits. e. Sequences for electric or electronic systems. Special operating instructions and procedures. 4. Operations: Include the following, as applicable: Routine and normal operating instructions. c. Regulation and control procedures. e. Safety procedures. Adjustments: Include the following: a. Alignments. b. Checking adjustments. d. Economy and efficiency adjustments. 6. Troubleshooting: Include the following: a. Diagnostic instructions. b. Test and inspection procedures. 7. Maintenance: Include the following: Inspection procedures.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS 3.6 DISPOSAL OF DEMOLISHED MATERIALS b. Types of cleaning agents to be used and methods of cleaning. List of cleaning agents and methods of cleaning detrimental to product. . Procedures for routine cleaning e. Procedures for preventive maintenance. Procedures for routine maintenance. Instruction on use of special tools. Repairs: Include the following: END OF SECTION <u>024119</u> a. Diagnosis instructions. b. Repair instructions. Disassembly; component removal, repair, and replacement; and reassembly instructions. d. Instructions for identifying parts and components. SECTION 04 0513 - MORTAR e. Review of spare parts needed for operation and maintenance. PART 1 - GENERAL

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training module:

into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to

Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar

Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not

coordinate between Contractor and Owner for number of participants, instruction times, and location.

1. Owner will furnish Contractor with names and positions of participants.

1. Schedule training with Owner with at least seven days' advance notice.

PART 3 - EXECUTION

1 PRFPARATION

END OF SECTION 017900

B. Set up instructional equipment at instruction location.

instruction at start of each season.

SECTION 02 4119 - SELECTIVE DEMOLITION A. Prepare and submit product data for Engineer's approval. Data should include color additives, and admixture products proposed for 1.1 RELATED DOCUMENTS A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Include design mix, indicate Proportion or Property method used, required environmental conditions, and admixture limitations. Samples: Submit two ribbons of mortar color, illustrating color and color ranges. Sections, apply to this Section. Submit test reports on mortar and grout indicating conformance to ASTM C270 following ASTM C780 procedures. 1.2 SUMMARY Submit test reports on grout indicating conformance to ASTM C476 following ASTM C1019 procedures. A. Section Includes: Submit manufacturer's certificate indicating all products supplied meet or exceed the specified requirements. Demolition and removal of selected portions of building or structure. Salvage of existing items to be reused or recycled. G. Premix Mortar: Submit manufacturer's recommendations and installation instructions. B. Related Requirements: 1.5 DELIVERY, STORAGE, AND HANDLING 1. Section 01 1000 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing A. Deliver products to Worksite stacked on pallets. Store products clear of the ground to prevent deterioration due to moisture. 2. Section 01 7300 "Execution" for cutting and patching procedures. B. Store and protect in areas which are sheltered from weather. Cover products with waterproof coverings anchored to prevent .3 DEFINITIONS displacement during high winds. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter. A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged 1.6 COLD WEATHER REQUIREMENTS B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for A. Maintain materials and surrounding air temperatures to minimum 50°F prior to, during, and 48 hours after completion of masonry B. Cold Weather Requirements: IMIAC - Recommended Practices and Guide Specifications for Cold Weather Masonry Construction. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be PART 2 - PRODUCTS removed, removed and salvaged, or removed and reinstalled. 2.1 ACCEPTABLE MANUFACTURERS - PREMIX MORTAR MATERIALS OWNERSHIP A. Unless otherwise indicated, demolition waste becomes property of Contractor. A. Euclid Chemical Company B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative B. Or approved equal. plagues and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of 2.2 MATERIALS A. Portland Cement: ASTM C150, Type I or II, white color. B. Blended Cement: ASTM C595, Type IP or I(PM) for Type I or II cement. 1. Carefully salvage in a manner to prevent damage and promptly return to Owner. Masonry Cement: ASTM C91, Type S. INFORMATIONAL SUBMITTALS Mortar Aggregate: ASTM C144, standard masonry type. A. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition. Hydrated Lime: ASTM C207, Type S or SA. B. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition. Quicklime: ASTM C5, non-hydraulic type. 1.6 CLOSEOUT SUBMITTALS G. Premix Mortar: ASTM C387, using white cement, Normal strength. A. Inventory: Submit a list of items that have been removed and salvaged. H. Grout Aggregate: ASTM C404. .7 FIELD CONDITIONS Grout Fine Aggregate: Sand, clear white/light tan. A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's Water: Clean and potable. operations will not be disrupted. B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical. K. Do not use calcium chloride in mortar or grout. 2.3 ADMIXTURES Coordinate items to be removed by Owner prior to selective demolition procedures. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition. A. Water Repellent: Liquid type. Manufacturers: Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work. a. Euclid Chemical Company Hazardous materials will be removed by Owner before start of the Work. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous b. Or approved equal materials will be removed by Owner under a separate contract. 2.4 MORTAR MIXES A. Mortar for Load Bearing Walls and Partitions: ASTM C270, Type L utilizing the Proportion Method to achieve 150 psi. Storage or sale of removed items or materials on-site is not permitted. F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition Ratio of Mix to Sand: 2.5 (Sand portion times Portland Cement + Lime). B. Pointing Mortar: ASTM C270, Type L using the Property Method with a maximum 2 percent ammonium stearate or calcium stearate 1. Maintain fire-protection facilities in service during selective demolition operations. per cement weight. 2.5 MORTAR AND GROUT MIXING A. Thoroughly mix mortar and grout ingredients in quantities needed for immediate use in accordance with ASTM C270 and ASTM A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding. C780, respectively. Add mortar color and admixtures in accordance with the manufacturer's instructions. Provide uniformity of mix and coloration. B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout. Do not use anti-freeze compounds to lower the freezing point of mortar. PART 2 - PRODUCTS . If water is lost by evaporation, re-temper only within two hours of mixing. . Use mortar within two hours after mixing at temperatures of 80°F, or two-and-one-half hours at temperatures under 50°F. A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with A. Bond Beams and Lintels: Use concrete with 3000 psi strength at 28 days; 7-8 inch slump; ready-mixed type in accordance with hauling and disposal regulations of authorities having jurisdiction. B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241. ASTM C94. PART 3 - EXECUTION 2.7 GROUT MIXING A. Thoroughly mix grout ingredients in quantities needed for immediate use in accordance with ASTM C476 Fine grout. B. Add admixtures in accordance with the manufacturer's instructions. Provide uniformity of mix. A. Verify that utilities have been disconnected and capped before starting selective demolition operations. C. Do not use anti-freeze compounds to lower the freezing point of grout. B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents. 2.8 MORTAR WASHES 2. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required. A. Mortar wash to be standard mixture with an integral water-repellant admixture. D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, 1. Water repellant admixture: Eucon Blocktit by Euclid Chemical Company or approved equal. investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect. **PART 3 - EXECUTION** 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS 3.1 EXAMINATION A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage. A. Request inspection of spaces to be grouted. Comply with requirements for existing services/systems interruptions specified in Section 01 1000 "Summary." 3.2 PREPARATION B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated A. Apply bonding agent to all existing concrete and masonry surfaces. utility services and mechanical/electrical systems serving areas to be selectively demolished. B. Plug cleanout holes with similar masonry units to prevent leakage of grout materials. Brace masonry for wet grout pressure. Owner will arrange to shut off indicated services/systems when requested by Contractor. 3.3 INSTALLATION If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area . Install premix mortar and grout in accordance with manufacturer's instructions. of selective demolition and that maintain continuity of services/systems to other parts of building. . Install mortar in accordance with ASTM C270. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components Install grout in accordance with ASTM C476 Work grout into masonry cores and cavities to eliminate voids. a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or Do not displace reinforcement while placing grout. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material. Equipment to Be Removed: Disconnect and cap services and remove equipment. END OF SECTION <u>04 0513</u> Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when

appropriate, reinstall, reconnect, and make equipment operational.

with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

compatible ductwork material.

authorities having jurisdiction.

buildings and facilities to remain.

Facilities and Controls."

Proceed with selective demolition systematically.

fire-suppression devices during flame-cutting operations.

Maintain adequate ventilation when using cutting torches.

Dispose of demolished items and materials promptly.

Store items in a secure area until delivery to Owner.

Pack or crate items after cleaning. Identify contents of containers.

Clean and repair items to functional condition adequate for intended reuse.

Pack or crate items after cleaning and repairing. Identify contents of containers.

reinstalled in their original locations after selective demolition operations are complete.

Remove existing roof membrane, flashings, copings, and roof accessories.

B. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

ASTM C5 - Standard Specification for Quicklime for Structural Purposes.

6. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.

4. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.

ASTM C270 - Standard Specification for Mortar for Unit Masonry.

9. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.

11. ASTM C595 - Standard Specification for Blended Hydraulic Cements.

13. ASTM C1019 - Standard Test Method for Sampling and Testing Grout.

ASTM C91 - Standard Specification for Masonry Cement.

ASTM C150 - Standard Specification for Portland Cement.

10. ASTM C476 - Standard Specification for Grout for Masonry.

3. ASTM C94 - Standard Specification for Ready-Mixed Concrete.

Transport items to Owner's storage area designated by Owner.

Protect items from damage during transport and storage.

Protect items from damage during transport and storage.

driven saw, then remove concrete between saw cuts.

2. Remove existing roofing system down to substrate.

controlled descent.

1.1 SECTION INCLUDES

.2 RELATED WORK

3 REFERENCES

stringent provisions shall govern.

A. Mortar and grout for masonry.

Weather Masonry Construction.

A. Section 049010 - Masonry Restoration And Cleaning

Do not allow demolished materials to accumulate on-site.

areas to condition existing before selective demolition operations began.

SELECTIVE DEMOLITION, GENERAL

dust generation.

B. Removed and Salvaged Items:

walls, floors, or framing.

Clean salvaged items.

Removed and Reinstalled Items:

Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or

. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference

Comply with requirements for access and protection specified in Section 01 5000 "Temporary Facilities and Controls."

3. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent

Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of

Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods

hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting

Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-

Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains

Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a

B. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCl's "Recommended Work

Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

watertight and weathertight. See Section 075416 "Ethylene Interpolymer (KEE) Roofing" for new roofing requirements.

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain

Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent

A. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards, except where more stringent

requirements are shown or specified. Where any provision of other pertinent codes and standards conflict with this specification, the more

8. ASTM C387 - Standard Specification for Packaged, Dry, Combined Materials for Concrete and High Strength Mortar.

12. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit

14. International Masonry Industry All-Weather Council (IMIAC) - Recommended Practices and Guide Specifications for Cold

permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and

connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage

construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not

Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe

interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable

Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or

Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces

Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 5000 "Temporary

g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

and new construction, to prevent water leakage and damage to structure and interior areas.

Cover and protect furniture, furnishings, and equipment that have not been removed.

required to complete the Work within limitations of governing regulations and as follows:

SECTION 049010 - MASONRY RESTORATION AND CLEANING 1.1 SUMMARY A. This Section includes, but not limited to, the following:

A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.

Restoration and cleaning of existing masonry systems. Taking of existing mortar samples, enough to perform test to qualify mortar mix materials. Cleaning and repair of masonry surfaces on the existing building where existing dirt exist. Wash down existing exterior stone shapes to remove soot and dirt prior to start of repair work and at the conclusion of work. Removal of existing damaged mortar and re-pointing mortar joints to match existing masonry joints and profiles. Final wash down of finished exterior masonry work and sealing of exterior masonry.

Cleaning and Sealer products. Related Sections: DIVISION 05 - Metal Fabrications DIVISION 06 - Rough Carpentry 3. DIVISION 07 - Joint Sealers 1.2 DEFINITIONS

removing dirt or other pollutant soiling from historic masonry buildings (Fig. 7). Starting with a very low pressure (100 psi or below), even using a garden hose, and progressing as needed to slightly higher pressure -generally no higher than 300-400 psi-is always the recommended way to begin . Scrubbing with natural bristle or synthetic bristle brushes-never metal which can abrade the surface and leave metal particles that can stain the masonry-can help in cleaning areas of the masonry that are especially dirty. A. Procedure: Comply with submittal requirements indicated below and as stipulated in DIVISION 01 - SUBMITTAL PROCEDURES and

1. Water Washing. Washing with low-pressure or medium pressure water is probably one of the most commonly used methods for

as modified below. Provide written description of Restoration and Cleaning methods for Owner and Architects review and acceptance prior to start of restoration work. product and Masonry product Manufacturer.

B. Product Data: For each type of product indicated. Include recommendations for application and use from manufacture of cleaning Masonry Cleaning Products: Submit manufacturer's product literature for following masonry cleaning products demonstrating compliance with specified requirements and including recommendations for application and use. a. Job-mixed detergent solution

b. Job-mixed mold, mildew, and algae remover Non-acidic liquid cleaner Samples: For each exposed material required for replacing or repairing existing materials. Before erecting mockups, submit the l. Pointing Mortar: Sand, submit sample of each type of sand used for pointing mortar including each component in blended sands. Identify sources of each type of sand including supplier and quarry.

Perform testing of existing mortar at for comparison with proposed mortar products and submit test data submittals to ensure compatibility. Testing to be performed by certified testing lab and signed by NJ licensed engineer. Compatibility tests are required for to receive pointing work. D. Qualification Data:

Submit qualifications of restoration specialists and their experience as noted below. Restoration program: Submit report for each phase of restoration process, including protection of surrounding materials on building and site during operations. Describe in detail materials, methods, and equipment to be used for each phase of restoration work on each type of material being restored. 3. Cleaning program: Indicating cleaning process at start of masonry restoration process, and at end of restoration project. Include protection procedures for the surrounding areas adjacent to the work area including materials on building and site, and control of

1.4 QUALITY ASSURANCE A. Qualifications: Restoration Specialist: Engage experienced masonry restoration and cleaning firm to perform masonry restoration work that has completed work similar in material, design, and extent to that indicated for this Project. Provide a continuous record of ten (10) documented successful projects with in-service performance over the past (5) years. 2. Field Supervision: Restoration Specialist firm shall maintain experienced full-time supervisors on Project site during times that masonry restoration and cleaning are in progress. Do not change supervisors during Project except for causes beyond control of

runoff during operations. Describe in detail the materials, methods, and equipment to be used.

restoration specialist firm and after prior notifications of Architect / Owner.

damaged units encountered or damaged during construction activities.

a. Supervisor shall have a minimum of ten (10) years continuous successful experience in clay masonry restoration projects of this magnitude. Restoration worker Qualifications: Persons experienced and specializing in restoration work of types required for this Project. When clay masonry or stonework units are being patched, assign at least one worker among those performing patching work that is trained and certified by manufacturer of patching compound to apply its products. Restoration workers shall have a minimum of five (5) years continuous successful experience in clay masonry restoration projects of this magnitude. Chemical Cleaning Materials Manufacturer: Firm regularly engaged in producing masonry cleaners with a minimum of ten (10) years continuous successful manufacturing experience; that have been used for similar applications with successful results, and

with factory-trained representatives who are available for consultation and Project-site inspection and assistance at no additional Pre-construction Testing Service: Engage a qualified independent testing agency to test the following: 1. Existing Mortar: For each type of existing mortar being replacement or re-pointing have a minimum of one (1) sample of the existing mortar tested at each existing building location in accordance with ASTM C856 and /or ASTM C1324 to determine makeup and proportions of material in the existing mortar. Submit test reports of existing reports of mortar to Architect with proposed mortar mix design to be used; develop a mortar mix that matches the original mortar with respect to hardness, color,

Existing Masonry: Match size, shape, porosity, weight, texture, and coursing of existing masonry. Replace all cracked and

Mockups: Provide mockup panel work for the different types of masonry work encountered on the project for each building. Refer to the Prepare mockups of restoration and cleaning as follows to demonstrate aesthetic effects and qualities of materials and execution. Mockups shall be prepared under the same weather conditions expected during the remainder of the masonry a. Refer to specification Section 014000 - QUALITY ASSURANCE AND CONTROL for required mockups.

D. Provide subcontractor qualifications including work history of a minimum five (5) years of experience including references and a list of

successfully completed projects including owner contact information, project location, scope of work, and date completed. 1.5 DELIVERY, STORAGE, AND HANDLING A. Packing and Shipping Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons.

2. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and B. Storage and Protection 1. Protect masonry restoration materials during storage against wetting by rain, snow, or ground water, and against soilage or intermixture with other materials. Mortar and Grout Materials: Store in dry location or in waterproof containers, tightly closed and away from open flames. Protect

liquid components from freezing and comply with manufacturer's recommendations for minimum / maximum temperature requirements. 3. Store all materials in single place approved by Owner's representative, kept clean and neat. Correct damage to storage area

a. Discard materials that have been damaged due to improper storage or damaged containers or other packaging. b. Store cementitious materials on elevated platforms, under cover, and in dry location. Do not use cementitious materials that have become damp. c. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days... d. Store lime putty covered with water in sealed containers.

e. Store sand to maintain grading and other required characteristics; and to avoid contamination.

Follow the written recommended storage requirements of the manufacturer of the products being used.

1.6 PROJECT / SITE CONDITIONS A. Environmental Conditions:

Temperatures for Masonry Reconstruction: Re-point mortar joints and repair clay masonry only when air temperature is between and 40 and 90 deg. F and is predicted to remain so for at least 7 days after completion of re-pointing and cleaning. 2. Do not re-point mortar joints or repair masonry unless air temperatures are between 40 degrees F. (4 deg.C) and 80 degrees F

(27 deg.C) and will remain so for at least 48 hours after completion of work. 3. Prevent grout or mortar used in re-pointing and repair work from staining face of surrounding masonry and other surfaces. Immediately remove grout and mortar in contact with exposed masonry and other surfaces. Protect sills, ledges and projections from mortar droppings using protective covering and blankets.

5. Protect existing roof surfaces from masonry restoration work in a manner acceptable to the Roof manufacturer to maintain the roof warranty using plywood sheets and membrane pads or approved equal. 6. Environmental Requirements: Follow environmental requirements noted for masonry work during cold or hot weather. a. Cold Weather: Comply with International Masonry Industry All-Weather Council Recommended Practices for Cold Weather Masonry Construction 1) Preparation: Before beginning work, remove ice or snow formed on masonry bed by carefully applying heat until

the top surface is dry to touch. Remove frozen or damaged masonry 2) Grout: Place grout in masonry at minimum temperature of 70 degrees F and maximum temperature of 120 degrees F. Maintain grouted masonry above 32 degrees F for 24 hours following placement of grout. Admixtures: Mortar admixtures will not be permitted without written acceptance of Architect. b. Cold Weather Protection after Installation: Mean Daily Air Temperature 40 degrees F to 32 degrees F. Protect masonry from rain or snow for 24 hours.

24 hours: 48 hours for grouted masonry. 3) Mean Daily Temperature 25 degrees F. to 20 degrees F: Cover masonry completely with insulating blankets for 24 hours: 48 hours for grouted masonry. 4) Mean Daily Temperature 20 degrees F and Below: Maintain masonry temperature above 32 degrees F. for 24 hours by enclosure and supplementary heat, by electrical heating blankets, infrared heat lamps or other method proven to be satisfactory. 5) Moisture Protection During Installation: Where exposed to weather, cover the top of masonry walls at end of

Mean Daily Temperature 32 degrees F to 25 degrees F: Cover masonry completely with insulating blankets for

each day's work using waterproof material weighted down to insure its placement. Maintain such protection until final capping of wall. Hot-Weather Requirements: Protect masonry repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade, wind breaks, and use cooled materials as required. Do not apply mortar to substrates with temperatures of 90 deg F and above.

a. Hot Weather Protection During Installation: When air temperature exceeds 99 degrees F. in shade, protect freshly laid

masonry from direct exposure to wind and sun Moisture Protection During Installation: Where exposed to weather, cover the top of masonry walls at end of each day's work using waterproof material weighted down to insure it remains in place. Maintain such protection until final capping of wall. 9. Conditions for Masonry Patching: Patch masonry only when air and surface temperatures are between 55 and 100 deg F and are predicted to remain above 55 deg F for at least 7 days after completion of patching. On days when air temperature is predicted to go above 90 deg F, schedule patching to coincide with time that surface being patched will be in shade or during cooler morning hours.

10. Conditions for Masonry Cleaning: Clean masonry surfaces only when air temperature is 40 deg F and above and is predicted to remain so for at least 7 days after completion of cleaning. 1.7 SEQUENCING AND SCHEDULING A. Ordering Materials

Replacement Materials: Order replacement materials at the earliest possible date, to avoid delaying completion of masonry 2. Sand for Pointing Mortar: Order sand for re-pointing mortar immediately after approval of mockups and submittals. Take delivery

a. Protect each type of sand to be used in each phase / or building location so as not to cross contaminate materials. B. Perform clay masonry restoration work in following sequence: Clean existing stone surfaces to ascertain existing material qualities. Remove soot prior to cleaning where they exist.

Remove existing sections of mortar for preconstruction testing by Independent Testing Laboratory. Provide new mortar samples to match existing mortar material. Repair existing broken stone sills as indicated on drawings.

and store sand at Project site. Provide adequate quantity of sand to complete the Project.

Rake out existing mortar joints that are to be re-pointed a minimum of 3/4 inches. Re-point existing deteriorated mortar joints. Point mortar joints.

9. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the 10. Remove adhesives, caulk, and paint with suitable cleaner, remover, paint remover cleaner that will not damage existing brick

11. Clean existing and new clay masonry surfaces after completion of restoration repair work. 2. Protect adjacent materials from damage during pointing and cleaning operations. 13. Protect existing windows and doors from damage due to falling or splashing mortar or use of cleaning agents.

C. Scaffolding: Provide Scaffolding where required to access masonry work. Coordinate locations with owner's representative to maximize safety and minimize disruption to owners' activities as scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in clay masonry and stonework units to comply with "Masonry Unit Patching" article and patch holes in mortar joints to comply with "Re-pointing Masonry" article specified in Part 3.

Protect existing roof surfaces from masonry restoration work in a manner acceptable to the Roof manufacturer to maintain the roof warranty using with plywood sheets and membrane covering pads or approved equal. Submit protection method for review and

1.8 WARRANTY: A. Provide material and labor warranty for a two (2) year period in accordance with General Conditions and Requirements of DIVISION

PART 1 - PRODUCTS

1.1 MANUFACTURER'S A. Manufacturers: Subject to compliance with requirements and applications noted on site, provide products by the manufacturer's specified to suite project conditions and approved by masonry product manufacturer. Masonry Cleaning Products:

a. ProSoCo. Inc., Kansas City, Kansas. b. American Building Restoration Products, Inc., Franklin, Wisconsin. c. Diedrich Technologies Inc., Oak Creek, Wisconsin. d. EaCo Chem e. Or approved equal.

Accessories: a. Hohmann & Barnard, Inc. b. Dur-o-wal - Dayton Superior c. Heckmann Building Products, Inc. d. York Manufacturing Co., Sanford, Maine.

e. AFCO Products, Inc., Somerville, Massachusetts. f. Phoenix Building Products, Inc., Ft. Washington, Pennsylvania. g. Or approved equal.

Refer to DIVISION 01 for additional information and procedures regarding equivalents and substitutions. Stone and Accessories: Provide face brick and accessories, including specially molded, ground, cut, or sawed shapes to match existing.

1. Provide specially molded shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view. 1) Provide solid custom stone shapes at all storefront windows that require repair or replacement to match existing 2. Provide masonry shapes and sizes to achieve configurations noted on drawings or encountered in the field. Portland Cement: ASTM C 150, Type I. Provide non-staining white cement complying with staining requirements of ASTM C91 for not

more than 0.03% water soluble alkali. Confirm compatibility with existing mortar through testing. C. Hydrated Lime: ASTM C 207, Type S. D. Mortar Sand: ASTM C 144, unless otherwise indicated. E. Color: Provide new sand to match requirements of tested existing mortar sample to produce a finished product that matches existing

mortar. Provide natural sand of color necessary to produce required mortar color. For pointing mortar, provide sand with rounded edges. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands, if necessary, to achieve suitable match. Confirm compatibility with existing mortar through testing noted above. . Colored Mortar Pigments and Mix: Where required to match existing mortar use natural and synthetic iron oxides, compounded for mortar mixes, and factory premixed. Use only pigments with a record of satisfactory performance in masonry mortars. G. Water-Repellent Admixture for Mortar: Liquid water-repellent mortar admixture intended for use with concrete masonry units, containing integral water repellent by same manufacturer.

Great Eastern Technologies, LLC; Chemstrong Aquashield Water-Repellent Admixture for Mortar. b. Grace Construction Products - GCP Technologies.; Dry-Block Mortar Admixture. c. Master, Inc.; Rheomix Rheopel.

d. Integral Waterpeller; by the Euclid Chemical Company e. Or approved equal.

. Water: Clean, Potable, free of oils, acids, alkalis, and organic matter. Aggregate for Grout: ASTM C 404. 1.3 CLEANING MATERIALS Water for Cleaning: Potable.

a. Existing Masonry / Re-pointing Cleaners

a. ProSoCo; Sure Klean Strippable Masking.

b. Diedrich Technologies, Inc.

) COLOR - WHITE

Hot Water: Heat water to a temperature of 140 to 160 deg F. as required by manufacturer. Job-Mixed Detergent Solution: Solution prepared by mixing 2 cups of tetrasodium polyphosphate (TSPP), 1/2 cup of laundry detergent, and 20 quarts of hot water for every 5 gal. of solution required. D. Job-Mixed Mold, Mildew, and Algae Remover: Solution prepared by mixing 2 cups of tetra-sodium polyphosphate (TSPP), 5 quarts of 5 percent sodium hypochlorite (bleach), and 15 quarts of hot water for every 5 gal of solution required. . Cleaners for products: 1. Submit written cleaning recommendations from the masonry manufacturer of products that exist on site and new products

specified for use with a list of recommended cleaning products approved for noted use by the cleaner manufacturer.

Cleaner - Vanatrol by ProSoCo.) Diedrich Technologies, Inc.) EaCo Chem 4) Or approved equal. b. CMU Non-Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains from

new masonry without damaging masonry. Use product approved for intended use by manufacturer of masonry units being cleaned. Acid cleaners are not acceptable. Reapply as required to clean surfaces. c. Products: 1) Diedrich Technologies, Inc. - Similar to Envirestore 100 ProSoCo, Inc. - Similar to Enviro Klean ReVive

3) EaCo Chem - One Restore 4) Or approved equal. 1.4 MISCELLANEOUS MATERIALS A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, and surfaces from damaging effects of acidic and alkaline masonry cleaners. Acceptable Products:

d. Or approved equal. B. Through wall flashing to match existing material in the wall system. Upon uncovering of flashing utilize one of the following products as a basis of design to select from to match existing products as approved by the Architect through the submittal process. Final determination to be made upon written approval of the Architect. Install all products in accordance with the manufacturers installation requirements. 1. Copper Fabric Through-Wall Flashing: Compatible with existing flashing minimum 3 oz. copper sheet, laminated between 2 sheets of asphalt-coated glass fabric with ductile asphalt, similar to:

a. York Manufacturing Co; Wasco/York Copper Fabric. b. Hohmann and Barnard, Inc.; Copper-Fabric™ SA Self-Adhering Flashing c. AFCO Products, Inc; AFCO Copper Fabric. d. Dur-o-wal - Dayton Superior; Copper Fabric Thru-Wall Flashing

 e. Or approved equal. Self-Adhered Flashing Thru-Wall Flashing System: To meet the following minimum requirements: A 40-mil thick, non-asphalt composite membrane with a clear adhesive. This adhesive is factory-laminated to polyethylene sheeting, yielding a flexible membrane that is suitable for application to masonry, concrete, steel, gypsum, wood, and polystyrene (also for use with ICF). Asphalt-free composition will not drool when exposed to UV or heat. Corners easily formed on site. Laps easily, just press at overlap. Resists tearing and slicing. UV-resistant for up to 90 days. a. Technical Data:

Tensile Strength - ASTM D412C 6,242 psi Elongation - ASTM D412C 16% Puncture Resistance - ASTM E154 331.8 lbs (1475.9N) Water Absorption - ASTM D570 .77% maximum Peel Strength of Adhesive bonds - ASTM D903 1506 N/m (103 lbs/ft) Low Temperature Flexibility - CGSB 37-GP-56M No Cracks

Moisture Vapor Permeation - ASTM E96 .0152 perms b. Provide all accessories, materials and products required to make system complete including primers, mastic, sealant, termination bars, drip edges, roll widths, etc...

c. Provide products similar to: Hohmann and Barnard Textroflash™ Flashing Henry Company Blueskin TWF Self Adhered Thru-Wall Flashing Carlisle CCW-705-TWF XLT Thru-Wall Flashing WR Meadows Air-Shield™ Thru-Wall Flashing Or approved equal.

3. Provide stainless steel flashing at top of single wythe walls below concrete stone caps. Provide material fabricated from stainless steel ASTM A666 Type 304, No. 4 finish s.s. or approved equal. Extend over wall and 1/2 inch out from wall face, with an outer edge bent down 30 degrees and hemmed for clean smooth edge. Utilize style and size flashing required to suite field conditions. Splice and seam overlap between flashing joints. Submit product for review and approval prior to installation. Metal Drip Edges / Plate: Fabricate from stainless steel ASTM A666 Type 304, No. 4 finish s.s. Extend at least 3 inches into wall and 1/2 inch out from wall, with outer edge bent down 30 degrees and hemmed.

1. Products similar to: a. Hohmann and Barnard "FTSA with Self Adhesive Strip". b. York Flashings - Stainless Steel Drip Edge.

Heckmann Building Products - Stainless Steel Drip Edge d. Or approved equal.

A. Mortar Mixes: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Mix materials in a clean, mechanical batch mixer. Provide test data confirming product is compatible with existing mortar. B. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within 30 minutes of final mixing; do not re-temper or use partially hardened material. Mortar Pigments: Add mortar pigments to produce desired colors required by Architect. Do not exceed a pigment-to-cement ratio of 1:10

by weight. Final mortar mix shall be factory pre-mixed. Do not use admixtures of any kind in mortar, unless otherwise directed. . Pointing Mortar for Stone: Mix mortar in proportions required for compatibility with existing masonry construction; submit proposed mortar proportions to Architect. Add mortar pigments to produce mortar colors required. Any blended mortars must be a P&L (Portland Lime) blend. All colors to be

selected by Architect from full range of colors. G. Rebuilding (Setting) Mortar: Comply with ASTM C 270, Proportion Specification, P&L Type N, unless otherwise indicated; with cementitious material content limited to Portland lime blend. 1. Mortar for Unit Masonry (Grey, Architectural, and Concrete Stone Veneer units):

a. For masonry below grade or in contact with earth use "Type M." b. For exterior, above-grade, load-bearing and non-load-bearing walls use "Type S."

c. For interior non-load-bearing partitions use "Type N." d. For New Exterior Masonry above grade Veneer use "Type N." H. Chemical Cleaning Solutions: Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by

1. Provide in a small test area out of view, to determine workability of cleaner on existing wall conditions.

PART 1 - EXECUTION

chemical cleaner manufacturer

A. Inspection / Verification of Conditions: Examine conditions under which materials in this section are to be installed. Coordinate with the General Contractor and confirm conditions are satisfactory in writing, with copies to the Owner's Representative and Architect, identifying any conditions detrimental to the proper and timely installation of the work that require correction. Do not proceed with installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer / Contractor. B. Installer to confirm unsatisfactory conditions have been corrected / rectified and are acceptable to ensure a proper and timely installation of the proposed products. Verify the work when professionally installed, will meet the specified warranty requirements. Submit written confirmation to the General Contractor with copies to the Owner's Representative and Architect. Failure to submit written confirmation and subsequent

installation will indicate all conditions are acceptable to the Installer / Contractor. A. Protect persons, motor vehicles, surrounding surfaces of buildings whose masonry surfaces are being restored, building site, plants, and surrounding buildings from injury resulting from masonry restoration work. 1. Refer to DIVISION 01 - Construction Facilities and Temporary Controls for additional in-formation and requirements for

2. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.

3. Erect temporary protection covers, over pedestrian walkways and at points of entrance and exit for persons and vehicles which must remain in operation during course of masonry restoration work. 4. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact. Comply with written instructions of chemical cleaner manufacturer for protecting building and other surfaces against damage from exposure to its products.

5. Cover adjacent surfaces with materials that resist chemical cleaners used unless chemical cleaners will not damage surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.

6. Keep the wall wet below the area being cleaned; to prevent streaking from runoff. Neutralize and collect alkaline and acid wastes for proper and legal disposal of the Owner's property. 8. Runoff from cleaning operations shall be disposed of by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

9. Protection from Mortar: Prevent mortar from staining the face of surrounding masonry and other surfaces. a. Cover sills, ledges, and projections to protect from mortar droppings. b. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering. c. Immediately remove mortar in contact with exposed masonry and other surfaces.

 Clean mortar splatters from scaffolding at the end of each day. B. Protect glass, unpainted metal trim and polished stone from contact with water cleaner by covering them with masking agent or polyethylene film and waterproof masking tape. Apply masking agent to comply with manufacturer's recommendations. Unused Anchor Removal: Remove masonry anchors, brackets, wood nailers, and other extraneous items no longer in use unless identified as historically significant or indicated to remain.

1. Remove items carefully to avoid spalling; or cracking masonry. 2. If item cannot be removed without damaging surrounding masonry, cut off item flush with surface and core drill surrounding masonry and item as close around item as practical. 3. Patch holes where items were removed unless directed to remove and replace units.

1.3 CLEANING EXISTING MASONRY, GENERAL: A. The intent of the cleaning process is to clean existing stone using water. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. If this process is not successful, proceed to low pressure water

B. Use only those cleaning methods indicated and/or approved for each masonry material and location. 2. Perform each cleaning method indicated in a manner which results in uniform coverage of all surfaces, including corners, moldings,

interstices and which produces an even effect without streaking or damage to masonry surfaces. D. Water Application Methods: 1. Prolonged Spraying: Soak masonry surfaces by applying water continuously and uniformly to a limited area for the time period indicated. Apply water at low pressures and low volumes in the form of multiple fine sprays using perforated hoses or multiple spray

nozzles per the US Dept of the Interior "Removing Exterior Dirt, Paint, Stains and Graffiti from Historic Masonry Buildings" and Preservation Briefs 1 "Assessing Cleaning and Water Repellent Treatments for Historic Masonry Building. Erect protective enclosure constructed of polyethylene sheeting to cover the area being sprayed.

2. Spray Applications: Spray-apply water to masonry surfaces to comply with requirements indicated for location, purpose, water temperature, pressure, volume, and equipment. Unless otherwise indicated, hold spray nozzle not less than six (6) inches (50 mm) from surface of masonry and apply water from side to side in overlapping bands to produce uniform coverage and an even effect.

Low Pressure Spray: 100 to 400 psi; 4 to 6 gpm. per minute. 1.4 CLEANING STONEWORK: Warm Water Wash: At locations indicated, clean brick masonry surfaces with warm water applied as Low-pressure spray.

1.5 RE-POINTING OF EXISTING MASONRY: 1. Rake out mortar from joints to depths equal to 2-1/2 times their widths but not less than 3/4 inch, nor less than that required to

expose sound, un-weathered mortar. 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris. 3. Do not spall edges of masonry units or widen joints. Replace any masonry units which become damaged. Cut out old mortar by hand with chisel and mallet, unless otherwise indicated.

b. Power operated rotary hand saws and grinders will be permitted but only on specific written approval of Architect based on submission by Contractor of a satisfactory quality control program and demonstrated ability of operators to use tools without damage to masonry. Quality control program shall include provisions for supervising performance and preventing damage due to worker fatigue.

1. Rinse masonry joint surfaces with water to remove any dust and mortar particles. Time application of rinsing so that, at time of pointing, excess water has evaporated or run off, and joint surfaces are damp but free of standing water. 2. Apply the first layer of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Compact each layer thoroughly and allow mortar to become thumbprint-hard before applying next layer. 3. After joints have been filled to a uniform depth, place remaining pointing mortar in 3 layers with each of first- and second-layers

filling approximately 2/5 of joint depth and third layer the remaining 1/5. Fully compact each layer and allow mortar to become thumbprint hard before applying next layer. Where existing bricks have rounded edges recess final layer slightly from face. Take care not to spread mortar over edges onto exposed masonry surfaces, or to featheredge mortar. 4. When mortar is thumbprint hard, tool joints, to match original appearance of the adjacent masonry joints, unless otherwise indicated. Remove excess mortar from edge of joint by brushing.

5. Cure mortar by maintaining it in a damp condition for not less than 72 hours. 6. Where re-pointing work precedes final cleaning of existing masonry allow mortar to harden not less than 30 days before beginning cleaning work. 1.6 FINAL CLEANING:

A. After mortar has fully hardened thoroughly clean exposed masonry surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and clean water, spray applied at low pressure. B. Use of metal scrapers or brushes will not be permitted. Use of acid or alkali cleaning agents will not be permitted. Wash adjacent woodwork and other non-masonry surfaces. Use detergent and soft brushes or cloths.

... Clean masonry debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.

Sweep and rake adjacent pavement and grounds to remove masonry debris. Where necessary, wash with low-pressure to remove mortar,

dust, dirt, and stains. 1.7 MASONRY WASTE DISPOSAL A. Do not dispose of masonry waste as fill.

B. Remove excess clean masonry waste, and other masonry waste, and legally dispose of off Owner's property in accordance with local iurisdiction requirements. 1.8 PROTECTION OF FINISHED WORK

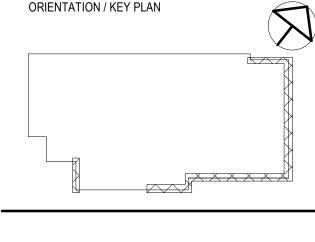
A. Moisture Protection During Installation: Where exposed to weather, cover the top of masonry walls at end of each day's work using waterproof material weighted down to insure it remains in place. Maintain such protection until the top of wall is made permanently weatherproof by final capping and flashing. B. Mud Splatter Protection: Attach minimum of 4 feet of 6 mil polyethylene sheet to base of masonry walls to prevent staining by mud

splatter. Maintain until landscaping and paving adjacent to building is complete. Remove at end of Project. END OF SECTION **04 9010**

05/22/2025 CLIENT

ISSUE DESCRIPTION

CONSULTANT





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SIGNATURE

DESIGN 2301 BOARDWALK, ATLANTIC CITY, NJ 08401

SHEET NAME **SPECIFICATIONS**

JOB NO.: 02220.0008 03/21/2025

SCALE: 12" = 1'-0"

SHEET NO.

3.6 FIELD QUALITY CONTROL See DIVISION 01 - Quality Requirements, for field inspection requirements. Inspection will involve surveillance of work during

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification

installation to ascertain compliance with Construction Documents.

END OF SECTION 07 6200

SECTION 07 9200 - JOINT SEALANTS

Sections, apply to this Section.

Acoustical joint sealants.

Section 09 2900 "Gypsum Board" for sealing perimeter joints.

. Section 09 3000 "Tiling" for sealing tile joints.

A. Product Data: For each joint-sealant product indicated.

Latex joint sealants.

1.1 RELATED DOCUMENTS

A. Section Includes:

B. Related Sections:

1.3 SUBMITTALS

Locate mockup with Architect in field. B. Fabricator and Installer Qualifications: Company specializing in producing sheet metal work with a minimum of five (5) years of Pre-installation Conference: Conduct conference at Project site, either directly prior to or after Progress Meetings, as directed by

Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and

Mockups: Provide Mockup as part of building wall mockup so as to be able to view a total wall entity. Build mockups to demonstrate

QUALITY ASSURANCE

profiles shown unless more stringent requirements are indicated.

aesthetic effects and set quality standards for fabrication and installation.

PART 2 - PRODUCTS

2.1 MATERIALS All flashing materials to match existing flashings and trim profiles. Aluminum Sheet: Aluminum sheet or strip of alloy and temper recommended by producer for indicated use. Unless otherwise indicated or recommended by the manufacturer, provide aluminum sheet meeting ASTM B209, for fabricated products.

Provide minimum gauge of aluminum sheet as recommended in SMACNA "Architectural Sheet Metal Manual" for profiles indicated on drawings, but not less than .050-inch unless otherwise noted on details and documents for metal exposed to view. Aluminum at Concealed Locations and Locations Not Exposed to View: ASTM B 209 (ASTM B 209M), 6063 alloy, H14 temper; min of 0.032 inch thick; mill finish, or color as selected by Architect. 1. Stainless Steel: ASTM A 666 Type 304, soft temper, 0.015 inch thick; smooth No. 4 finish to be used as flashing in masonry

2. Finishes: to be selected by Architect D. Architect to choose from full range of standard and premium Kynar 500 series paint; ACCESSORIES Provide miscellaneous materials and accessories required for complete and correct installation. Fasteners: Same material and finish as flashing metal, with soft neoprene washers. No exposed fasteners allowed. Clips or Cleats: At a minimum provide metal of the same material and gage as sheet metal being installed. Underlayment: ASTM D 226, organic roofing felt, Type II ("No. 30").

Slip Sheet: Rosin sized building paper. Primer: Type recommended by finish manufacturer

Protective Backing Paint: Zinc rich alkvd. Sealant: As specified in Division 07 - Joint Sealant. Roofer's mastic is not acceptable. H. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, non-drying, non-migrating sealant or approved equal. Roofer's mastic is not acceptable. Plastic Cement: ASTM D 4586, Type I.

Solder: ASTM B 32; Sn50 (50/50) type. Solder and Fasteners: Provide type solder and fasteners recommended by producer of metal K. Epoxy Seam Sealer: Two-part non-corrosive metal seam cementing compound as recommended by sheet metal manufacturer for exterior non-moving joints. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of

work, matching or compatible with material being installed, non-corrosive, size and gauge required for performance.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view. Qualification Data: For qualified Installer Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

E. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article. F. Warranties: Sample of special warranties.

1.4 QUALITY ASSURANCE A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer. 1.5 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions: When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg When joint substrates are wet. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated. 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

 NFPA 70 - National Electrical Code. 4. NFPA 80 - Fire Doors and Windows. NFPA 101 - Life Safety Code. 6. NFPA 105 - Installation of Smoke Door Assemblies. 7. State Building Codes, Local Amendments.

3. Content: Include the following information:

Standards: Reference Related Sections for requirements regarding compliance with applicable industry standards. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes. B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness,

hand, function, and finish of door hardware 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule." required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets per Door Schedule on drawings. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to

> a. Type, style, function, size, label, hand, and finish of each door hardware item. b. Manufacturer of each item. c. Fastenings and other pertinent information. d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule. e. Explanation of abbreviations, symbols, and codes contained in schedule. f. Mounting locations for door hardware.

g. Door and frame sizes and materials. 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.

Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders. D. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency. E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance. Warranties and Maintenance: Special warranties and maintenance agreements specified in the Related Sections.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization. B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package

Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference". A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with,

other warranties made by Contractor under requirements of the Contract Documents. MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware. PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. Refer to Door Schedule on drawings for required specification. PART 3 - EXECUTION 3.1 DOOR HARDWARE SETS

A. The door hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality. 1. Quantities listed are for each pair of doors, or for each single door.

2. The supplier is responsible for handing and sizing all products. 3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application 4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.

Products listed in the hardware sets shall be supplied by and in accordance with the requirements described in the specification section as noted for each item

END OF SECTION <u>08 0671</u>

<u> SECTION 08 4113 - ALUMINUM - FRAMED ENTRANCES & STOREFRONTS</u>

Furnish all necessary materials, labor, and equipment for the complete installation of the aluminum storefront framing system as shown on the drawings and specified herein.

A. Section includes: Aluminum Storefront Systems and Doors B. BOD: YKK AP Series YHS 50 TU Impact Resistant and Blast Mitigating Storefront System (Insulating Glazing) C. Storefront Doors BOD YKK Model 35H - Impact Resistant Medium Stile Entrance

a. Door Hinges 2 Pair Offset Pivots b. Threshold-BE9-0465 4-1/2" Thermal Threshold (Mill Finish)

2. Glazing: Dow Corning® 995 Structural Silicone Sealant.

Related Sections: a. 15/16" Tempered insulated glass (1 lt. 1/4" Solarban60 tempered glass, 1/2" a.s., 1 lt. 9/16" clear laminated glass [2 lts. 1/4" clear glass with .090 Sentry glass interlayer])

All test unit sizes and configurations shall conform to the minimum sizes in accordance with; Florida High Velocity Hurricane Zone (HVHZ) Protocols, ASTM E 1886, ASTM E 1996, and/or meet all requirements of TAS 201, TAS 202, and TAS 203. They shall also comply with the following specific performance requirements indicated Air Infiltration: Completed storefront systems shall have 0.06

CFM/FT² (1.10 m³/h•m²) maximum allowable infiltration when tested in accordance with ASTM E 283 at differential static pressure of Water Infiltration: No uncontrolled water when tested in accordance with ASTM E 331 at test pressure differential of: 12 PSF (575 Pa) (or when required, field tested in accordance with AAMA 503). Fastener Heads must be seated and sealed against Sill Flashing on any fasteners that penetrate through the Sill Flashing.

Wind Loads: Completed storefront system shall withstand wind pressure loads normal to wall plane indicated: Exterior Walls Positive Pressure: 23.3 psf

b. Negative Pressure: 25.9 psf Deflection: Maximum allowable deflection in any member when tested in accordance with ASTM E 330 with allowable stress in accordance with AAMA Specifications for Aluminum Structures. 1. For spans less than 13'-6" (4.1m): L/175 or 3/4" (19.1mm) maximum. For spans greater than 13'-6" (4.1m) but less than 40'-0" (12.2m): L/175 or L/240 + 1/4" (6.4mm).

Thermal Movement: Provide for thermal movement caused by 180 degrees F. (82.2 degrees C.) surface temperature, without causing buckling stresses on glass, joint seal failure, undue stress on structural elements, damaging loads on fasteners, reduction of performance, or detrimental effects. Thermal Performance: When tested in accordance with AAMA 1503, and AAMA 507, Condensation Resistance Factor (CRF): A minimum of 59.

Thermal Transmittance U-Factor: 0.45 BTU/HR/FT²/°F or less in accordance with AAMA 507. Note: Thermal performance depends on glass specified. U-Factor shown for system when using a 1-5/16" insulating glass unit - 1/4" heat strengthened as required with 0.034 low emmissivity coating on surface #2, 1/2" air space with aluminum spacer, 1/4" heat strengthened / 0.090 PVB interlayer / 1/4" heat strengthened. Size: 2000mm x 2000mm (78.7 inches x 78.7 inches).

Acoustical Performance: When tested in accordance with ASTM E 1425: Sound Transmission Class (STC) shall not be less than 39 9. Outdoor–Indoor Transmission Class (OITC) shall not be less than 33

A. General: Prepare, review, approve, and submit specified submittals in accordance with "Conditions of the Contract" and Division 1 Submittals Section, Product data, shop drawings, samples, and similar submittals are defined in "Conditions of the Contract".

Product Data: Submit product data for each type storefront series specified. Substitutions: Whenever substitute products are to be considered, supporting technical data, samples and test reports must be submitted ten (10) working days prior to bid date in order to make a valid comparison. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories,

finish colors, and textures. Samples: Submit verification samples for colors on actual aluminum substrates indicating full color range expected in

installed system. Quality Assurance / Control Submittals: Test Reports: Submit certified test reports showing compliance with specified performance characteristics and physical

Installer Qualification Data: Submit installer qualification data. Close-out Submittals:

Warranty: Submit warranty documents specified herein. Project Record Documents: Submit project record documents for installed materials in accordance with Division 1 Project Close-out (Project Record Documents) Section.

4 QUALITY ASSURANCE

Installer Qualifications: Installer experienced (as determined by contractor) to perform work of this section who has specialized in the installation of work similar to that required for this project. If requested by Owner, submit reference list of Manufacturer Qualifications: Manufacturer capable of providing field service representation during construction process.

A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays. A. Project Warranty: Refer to "Conditions of the Contract" for project warranty provisions.

Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by an authorized company official. 1. Warranty Period: Manufacturer's one (1) year standard warranty commencing on the substantial date of completion for the project provided that the warranty, in no event, shall start later than six (6) months from the date of shipment by YKK AP America Inc. 2. Provide 5 year service warranty to include:

Operation D. Material defects

4 RELATED MATERIALS

2.6 FINISHES AND COLORS

A. YKK AP Finish:

It is the intent of this specification to have a single source responsibility for the supply of the aluminum doors and framing systems on this project. Any deviation from the acceptable manufacturers listed below must be approved in writing by the architect at least ten (10) days prior to

2.1 MANUFACTURERS Basis of Design: YKK AP America Inc. 101 Marietta Street NW. Suite 2100 Atlanta, GA 30303 Telephone: (678) 838-6000; Fax: (678) 838-6001

nonstructural thermal barriers are not acceptable.

OR Approved Equal 1. Storefront System: YKK AP YHS 50 TU Impact Resistant and Blast Mitigating Storefront System.

Storefront Framing Systems: Description: Center set, exterior flush glazed; jambs and vertical mullions continuous; head, sill, intermediate horizontal attached by screw spline joinery. Continuous and wept sill flashing.

Components: Manufacturer's standard extruded aluminum mullions, entrance doors, framing, and indicated shapes, perimeter anchor fillers and steel reinforcing as required. Glazing: Manufacturer's standard glazing stops with EPDM glazing gaskets to prevent water infiltration at the exterior and Dow Corning® 995 Structural Silicone Sealant with fixed stops at the interior. Thermal Barrier: Provide continuous thermal barrier by means of a poured and debridged pocket consisting of a two-part.

chemically curing high density polyurethane which is bonded to the aluminum by YKK ThermaBond Plus®. Systems employing

2.2 MATERIALS Extrusions: ASTM B 221 (ASTM B 221M), 6063-T5 Aluminum Alloy. Aluminum Sheet: Anodized Finish: ASTM B 209 (ASTM B 209M), 5005-H14 Aluminum Alloy, 0.050" (1.27 mm) minimum thickness.

1. Fasteners: Zinc plated steel concealed fasteners: Hardened aluminum alloys or AISI 300 series stainless steel exposed

Painted Finish: ASTM B 209 (ASTM B 209M), 3003-H14 Aluminum Alloy, 0.080" (1.95 mm) minimum thickness. 2.3 ACCESSORIES A. Manufacturer's Standard Accessories:

2. Glazing: Setting blocks, edge blocks, and spacers in accordance with ASTM C 864, shore durometer hardness as recommended by manufacturer; Glazing gaskets in accordance with ASTM C 864. 3. 0.050 Aluminum Sill Flashing End Dams featuring 3 point attachment. 4. Simulated divided lites (SDL) with spacer bar per drawing details.

A. Aluminum swing doors: YKK Model 35H Impact Resistant Heavy Duty Swing Medium Stile Doors. A. Shop Assembly: Fabricate and assemble units with joints only at intersection of aluminum members with hairline joints; rigidly secure and sealed in accordance with manufacturer's recommendations.

Custom Color RAL. It will be either RAL 611 or 621. PPG 3-coat paint. Submit samples for approval.

PART 3 EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS / RECOMMENDATIONS A. Compliance: Comply with manufacturer's product data, including product technical bulletins, installation instructions, and product carton instructions. The latest installation instructions are available at www.ykkap.com.

3.2 EXAMINATION A. Site Verification of Conditions: Verify substrate conditions (which have been previously installed under other sections) are

acceptable for product installation in accordance with manufacturer's instructions. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.

Aluminum Surface Protection: Protect aluminum surfaces from contact with lime, mortar, cement, acids, and other harmful 3.4 INSTALLATION General: Install manufacturer's system in strict accordance with shop drawings, and within specified tolerances.

Provide sill flashing at exterior storefront systems. Extend extruded flashing continuous with splice joints; set in continuous beads of sealant and wept. 3. Verify storefront system allows water entering system to be collected in gutters and wept to exterior. Verify metal joints are sealed in accordance with the manufacturer's instructions.

4. Seal metal to metal storefront system joints using sealant recommended by system manufacturer.

3.5 FIELD QUALITY CONTROL A. Manufacturer's Field Services: Upon request, provide manufacturer's field service consisting of site visit for inspection of product installation in accordance with manufacturer's instructions. Field Test: Conduct field test to determine watertightness of storefront system. Conduct test in accordance with AAMA 501.2.

3.6 ADJUSTING AND CLEANING Adjusting: Adjust operating items as recommended by manufacturer. Cleaning: The General Contractor shall clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance, and remove construction debris from project site. Legally dispose of debris.

C. Protection: The General Contractor shall protect the installed product's finish surfaces from damage during construction.

END OF SECTION 08 4113

Shim and brace aluminum system before anchoring to structure.

SECTION 08 8000 - GLAZING

1.2 SUMMARY

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

A. Section includes: Glass for doors, interior borrowed lites, and glass partitions. Glazing sealants and accessories. 1.3 DEFINITIONS

A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications. B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036. . IBC: International Building Code.

D. Interspace: Space between lites of an insulating-glass unit. 1.4 COORDINATION A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealar thicknesses, with reasonable tolerances. 1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site. 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities need to make progress and avoid delays. Review temporary protection requirements for glazing during and after installation.

1.6 ACTION SUBMITTALS A. Product Data: For each type of product. B. Glass Samples: For each glass type. C. Glazing Accessory Samples: For sealants.

A. Storefront Window & Door Glass Window:

Storefront Window as indicated on drawing Storefront Schedule.

1.7 INFORMATIONAL SUBMITTALS A. Qualification Data: For Installer B. Product Certificates: For glass and glazing products, from manufacturer.

C. Product Test Reports: For tinted glass coated glass insulating glass glazing sealants, for tests performed by a qualified testing agency For glazing sealants, provide test reports based on testing current sealant formulations within previous 36-month period. D. Preconstruction adhesion and compatibility test report. E. Sample Warranties: For special warranties.

1.8 QUALITY ASSURANCE A. A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glas Installer Program 1.9 DELIVERY, STORAGE, AND HANDLING A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from

condensation, temperature changes, direct exposure to sun, or other causes. B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to PART 2 - PRODUCTS 2.1 MANUFACTURERS

A. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type. B. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation 2.2 PERFORMANCE REQUIREMENTS

.. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II. B. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below: For monolithic-glass lites, properties are based on units with lites 6 mm thick.

GLASS PRODUCTS, GENERAL A. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, an safety glazing standard with which glass complies.

B. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is no less than the thickness indicated. C. Strength: Where float glass is indicated, provide annealed float glass, heat-strengthened float glass. Where fully tempered float glass indicated, provide fully tempered float glass. 2.4 GLASS PRODUCTS

2. Single SWINGING Door: Glass panel matching partition panel material and thickness of size indicated on Drawings. 2.5 MISCELLANEOUS GLAZING MATERIALS A. General: Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufactur of class and other clazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5. D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated. E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

2.6 FABRICATION OF GLAZING UNITS A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with

1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges C. Grind smooth and polish exposed glass edges and corners.

PART 3 - EXECUTION 3.1 EXAMINATION A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following: Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners. Presence and functioning of weep systems.

Minimum required face and edge clearances.

4. Effective sealing between joints of glass-framing members. B. Proceed with installation only after unsatisfactory conditions have been corrected. 3.2 PREPARATION A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to

B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work. A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of of Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance. C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.

D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead. E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites. . Provide spacers for glass lites where length plus width is larger than 50 inches (1270 mm). 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve

required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements. 2. Provide 1/8-inch (3-mm) minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape. G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in

3.4 CLEANING AND PROTECTION A. Immediately after installation remove nonpermanent labels and clean surfaces. B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for

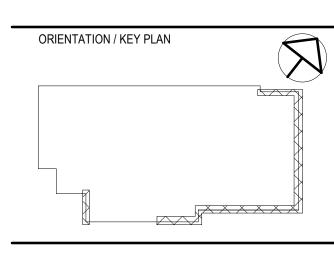
buildup of dirt. scum. alkaline deposits, or stains. 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings. . Remove and replace glass that is damaged during construction period.

). Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

END OF SECTION 08 8000

DATE **ISSUE DESCRIPTION** 05/22/2025

CONSULTANT



PAULUS SOKOLOWSKI AND SARTOR ARCHITECTURE AND ENGINEERING, PC 3 MOUNTAINVIEW ROAD P.O. Box 4039 WARREN, NJ 07059 TEL: (732) 560-9700

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SIGNATURE

PROJECT

DESIGN

2301 BOARDWALK, ATLANTIC CITY, NJ 08401

SHEET NAME

SPECIFICATIONS

JOB NO.: 02220.0008

SHEET NO.

CHECK: AG/WN SCALE: 12" = 1'-0"

SECTION 09 2216 - NON-STRUCTURAL METAL FRAMING 2.6 AUXILIARY MATERIALS H. Contract Closeout Submittals: Comply with the applicable sections noted in DIVISION 01, including but limited to the following: Requirements of DIVISION 01 - CLOSEOUT PROCEDURES; including submission of maintenance instructions; record General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations. E. Metal: Previously Painted; Railings Ferrous Metal. .1 RELATED DOCUMENTS Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate. documents; including demonstration and training requirements. Alkvd Systems: Waterbased: A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Steel Drill Screws: ASTM C 1002, unless otherwise indicated. 2. Coating Maintenance Manual: Upon conclusion of project, the Contractor or paint manufacturer/supplier shall furnish a Sections, apply to this Section. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick. coating maintenance manual, such as Sherwin-Williams, "Custodian Project Color and Product Information" report or equal. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, A. Section Includes: with mineral fibers manufactured from glass, slag wool, or rock wool. product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly. . Non-load-bearing steel framing systems for interior partitions. each color and finish used. 2. Non-load-bearing steel framing systems for gypsum board ceilings and soffits. Acoustical Sealant: As specified in Division 07 Section "Joint Sealants." PART 3 EXECUTION 3 ACTION SUBMITTALS PART 3 - EXECUTION 1.5 QUALITY ASSURANCE A. Product Data: For each type of product. 3.1 EXAMINATION A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those 3.1 FXAMINATION 1. Studs and Runners: Provide documentation that framing members' certification is according to SIFA's "Code Compliance A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames and framing, for compliance with indicated for this Project, whose work has resulted in applications with a record of successful in-service performance. A. Do not begin installation until the substrates have been properly prepared; notify Architect of unsatisfactory conditions before Certification Program for Cold-Formed Steel Structural and Non-Structural Framing Members." requirements and other conditions affecting performance. 1. Manufacturer: Minimum five (5) years of documented successful experience in manufacturing quality paint and finish proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before PART 2 - PRODUCTS Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged. materials for commercial applications. .1 PERFORMANCE REQUIREMENTS Proceed with installation only after unsatisfactory conditions have been corrected. 2. Applicator: Minimum five (5) years of documented successful experience in applying commercial coating systems similar B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide 3.2 APPLYING AND FINISHING PANELS, GENERAL to the materials specified, and minimum (3) completed commercial applications, within the last two years of paint materials considered as an acceptance of surface conditions. similar to specified materials in similar size applications. The Applicator shall be approved in writing by manufacturer of paint materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing Comply with ASTM C 840. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of lead based paints are encountered. B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open 2 SURFACE PREPARATION C. Horizontal Deflection: For wall assemblies, limited to 1/240 of the wall height based on horizontal loading of 5 lbf/sq. ft. (239 Pa). Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated. A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint, or other contamination to space between panels. Do not force into place. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking Regulatory Requirements ensure good adhesion. 1. VOC Compliance: All paint products shall comply with local jurisdiction requirements where project is located (New Jersey) A. Framing Members, General: Comply with ASTM C 754 for conditions indicated. is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of B. Note: all surfaces with sheen need to be dulled by sanding with 100-120 sandpaper to create a profile. . Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated. partitions. Do not make joints other than control joints at corners of framed openings. for Volatile Organic Compound (VOC) content. 1. Prior to attempting to remove mildew, it is recommended to test any cleaner on a small, inconspicuous area prior to use. Form control and expansion joints with space between edges of adjoining gypsum panels. Protective Coating: ASTM A 653/A 653M, G40 (Z120), hot-dip galvanized unless otherwise indicated. Pre-installation Conference: Attend conference with General Contractor, paints and coatings installer, high- performance coatings B. Studs and Runners: ASTM C 645. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced system installer, and coatings manufacturers' representatives, Owner's representative. Steel Studs and Runners: 1. Schedule pre-installation conference to occur immediately before or after regularly scheduled Progress Meeting. 2. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. a. Minimum Base-Metal Thickness: As required by performance requirements for horizontal deflection . 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with 2. Verify that all parties clearly understand where materials specified in this section and in Division 09, High Performance b. Depth: As indicated on Drawings. scraps of not less than 8 sq. ft. in area. Coatings, are to be used. C. Slip-Type Head Joints: Where indicated, provide one of the following: Fit gypsum panels around ducts, pipes, and conduits. 3. Review other sections of these specifications in which paint primers are to be provided to ensure compatibility of total 1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch- (51-mm-) deep flanges in thickness not less than indicated 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit coatings system for various substrates. Request from Contractor information or characteristics of such primer materials to profile formed by structural members: allow 1/4- to 3/8-inch- wide joints to install sealant. for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches (305 mm) of the top of ensure that compatible finish coats are used. 3. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. 4. Advise Contractor of any known condition that will affect quality of work and which cannot be put into acceptable condition Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-2. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting inch- wide spaces at these locations, and trim edges with edge trim where edges of panels are exposed. Seal joints between edges through preparatory work as included under Preparation. from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs. and abutting structural surfaces with acoustical sealant. 4. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship. Minimum Base-Metal Thickness: 0.0179 inch (0.455 mm). Finish surfaces for verification of products, colors, and sheens. .. Cold-Rolled Channel Bridging: Steel, 0.0538-inch (1.367-mm) minimum base-metal thickness, with minimum 1/2-inch- (13-mm-) wide STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous Finish area designated by Architect. bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with Aluminum: Remove all oil, grease, dirt, oxide, and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning. Provide samples that designate primer and finish coats. 1. Depth: 1-1/2 inches (38 mm). Compatibility and Adhesion: Check after one week of drying and curing by testing in accordance with ASTM D3359; ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or Block (Cinder and Concrete): Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches (38 by 38 mm), 0.068-inch- (1.72-mm-) thick, galvanized steel. through assemblies, including sealing partitions above acoustical ceilings. Adhesion by tape test. If the coating system is incompatible, additional surface preparation up to and including complete release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at F. Hat-Shaped, Rigid Furring Channels: ASTM C 645. Install sound attenuation blankets before installing gypsum panels, unless blankets are readily installed after panels have been removal may be required. 75 degrees F (24 degrees C). The pH of the surface should be between 6 and 9 unless the products are designed to be used in 1. Minimum Base-Metal Thickness: 0.0179 inch (0.455 mm). installed on one side. 5. Do not proceed with remaining work until the Architect approves the mock-up. high pH environments. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to G. Resilient Furring Channels: 1/2-inch- (13-mm-) deep, steel sheet members designed to reduce sound transmission. .6 DELIVERY, STORAGE, AND HANDLING 3.3 APPLYING INTERIOR GYPSUM BOARD prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound. AUXILIARY MATERIALS Install interior gypsum board in the following locations: A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the Concrete, SSPC-SP13 or NACE 6: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or A. General: Provide auxiliary materials that comply with referenced installation standards. Type X: All locations. following list of information. thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls, and 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten Flexible Type: Apply in double layer at curved assemblies. Product name, and type (description). steel members to substrates. Application and use instructions. shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, Single-Layer Application: PART 3 - EXECUTION 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to Surface preparation. and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems. 1 EXAMINATION Copper and Stainless Steel: Remove all oil, grease, dirt, oxide, and other foreign material by cleaning per SSPC-SP 2, Hand Tool framing, unless otherwise indicated. VOC content. A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, On partitions/walls, apply gypsum panels vertically (parallel to framing), unless otherwise indicated or required by fire-resistance-Environmental handling. for compliance with requirements and other conditions affecting performance of the Work. 6. Batch date. G. Drywall - Interior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint rated assembly, and minimize end joints. B. Proceed with installation only after unsatisfactory conditions have been corrected. a. Stagger abutting end joints not less than one framing member in alternate courses of panels. Color number. compound. Spackled nail heads and tape joints must be sanded smooth, and all dust removed prior to painting. B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with H. Galvanized Metal: Clean per SSPC-SP1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply to a .2 INSTALLATION, GENERAL b. At stairwells and other high walls, install panels horizontally, unless otherwise indicated or required by fire-resistance-rated A. Installation Standard: ASTM C 754. test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPCrequirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing. 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation. 3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring SP16 is necessary to remove these treatments. Steel: Structural, Plate, And Similar Items: Should be cleaned by one or more of the surface preparations described below. These B. Install framing and accessories plumb, square, and true to line, with connections securely fastened. D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings. 2. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws. methods are used throughout the world for describing methods for cleaning structural steel. Visual standards are available through furnishings, or similar construction. Multilayer Application: A. Environmental Conditions: Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by the Society of Protective Coatings. A brief description of these standards together with numbers by which they can be specified On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended Install bracing at terminations in assemblies. same sequence. Apply base layers at right angles to framing members and offset face-layer joints 1 framing member, 16 inches E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints 1. Solvent Cleaning, SSPC-SP1: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. 1. Comply with following minimum temperature requirement, unless otherwise recommended by paint manufacturer. Provide INSTALLING FRAMED ASSEMBLIES On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of continuous heating and ventilation as required to maintain surface and ambient temperatures as noted below for at least 24 cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be hours before, during and for at least 48 hours after paint application. A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer sure to allow adequate ventilation. standards for assembly types. joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 Degrees F. 2. Hand Tool Cleaning, SSPC-SP2: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or Single-Layer Application: 16 inches (406 mm) o.c. unless otherwise indicated. Maintain storage containers in a clean condition, free of foreign materials and residue. 2. Multilayer Application: 16 inches (406 mm) o.c. unless otherwise indicated. horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50- and 90-Degrees F B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between unless otherwise indicated in writing by manufacturer. 3. Power Tool Cleaning, SSPC-SP3: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental over furring members. 4. Fastening Methods: Fasten base layers and face layers separately to supports with screws. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45- and 95-Degrees foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before power tool studs and exterior wall. .4 APPLYING TILE BACKING PANELS cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. Install studs so flanges within framing system point in same direction. F unless otherwise indicated in writing by manufacturer. 4. Power Tool Cleaning to Bare Metal. SSPC-SP11: Metallic surfaces that are prepared according to this specification, when Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 Degrees F Water-Resistant Gypsum Backing Board: Install at toilet rooms and where indicated. Install with 1/4-inch gap where panels abut ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate other construction or penetrations above the dew point; or to damp or wet surfaces. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces. Lighting: Provide minimum 80-foot candlelight level at mid-height of substrate surface. products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface partitions above ceiling. 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in that prevent axial loading of finished assemblies. A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at 1.8 EXTRA MATERIALS Wood: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot trim according to manufacturer's written instructions. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect. head and secure to jamb studs primed — before a full priming coat is applied. Patch all hall holes and imperfections with a wood filler or putty and sand smoot a. Install two studs at each jamb unless otherwise indicated. Interior Trim: Install in the following locations: A. Furnish extra paint materials from the same production run as the materials applied and, in the quantities, described below. Package 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner. K. Previously Coated Surfaces.... Cornerbead: Use at outside corners. indicated. Install framing below sills of openings to match framing required above door heads. LC-Bead: Use at exposed panel edges. B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate. Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and L-Bead: Use where indicated. surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, PART 2 PRODUCTS U-Bead: Use where indicated. and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must to make partitions continuous from floor to underside of solid structure. 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated. D. Aluminum Trim: Extruded accessory trim of profiles and dimensions indicated. Install in locations indicated on Drawings and in 2.1 MANUFACTURERS be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by accordance with trim manufacturer's recommendations. A. BOD: Sherwin-Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; ASD Toll Free Tel: 800-524-5979; Tel: thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer. Recognize that any surface preparation 216-566-2000; Fax: 440-826-1989; Email: request infospecifications@sherwin.com; Web:www.swspecs.com. faces of adjacent framing. .6 FINISHING GYPSUM BOARD short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a B. Requests for substitutions will be considered in accordance with the provisions of Section 01 60 00 - Product Requirements. A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing END OF SECTION **09 2216** elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required per ASTM D4259. A. Interior Paint and Coating Commercial Systems: 3.2 INSTALLATION A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's Prefill open joints and damaged surface areas. 1. Concrete: Poured, precast, cast-in-place. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape. Masonry: Concrete masonry units, including split-face, scored, and smooth block. SECTION 09 2900 - GYPSUM BOARD PART 1 - GENERAL Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840: Metal: Structural steel, joists, trusses, beams, partitions, and similar items. B. Do not apply it to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's Level 1: Ceiling plenum areas, concealed areas, and where indicated. 4. Wood: Walls, ceilings, doors, trim and similar items. procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after .1 RELATED DOCUMENTS Level 2: Panels that are substrate for tile. 5. Drywall: Drywall board, Gypsum board. rain or morning fog or dew. A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Level 3: Mechanical, electrical and telephone rooms. B. Exterior Paint and Coating Systems: C. Apply coatings using methods recommended by manufacturer. Sections, apply to this Section. 4. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated. . Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen. Concrete: Poured, precast, cast-in-place. a. Primer and its application to surfaces are specified in other Division 09 Sections. Masonry: Concrete masonry units, cinder, or concrete block. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness. A. This Section includes the following: 5. Level 5: At 4th and 5th floor Elevator Lobbies and main building corridors. Regardless of the number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance. Concrete: Non-vehicular concrete floors, patios, porches, steps, and platforms. Interior gypsum board. PROTECTION G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat. Metal: Aluminum, galvanized steel. B. Related Sections include the following: 5. Metal: Miscellaneous iron, ornamental iron, ferrous metal. 3 PROTECTION A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder 1. Division 09 Section "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board. .3 PAINT MATERIALS - GENERAL A. Protect finished coatings from damage until completion of project. 2. Division 09 Section "Interior Painting" for primers applied to gypsum board surfaces. B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of B. Remove and replace panels that are wet, moisture damaged, and mold damaged. A. Paints and Coatings: .3 SUBMITTALS Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape. 1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in damaged coatings. Repair any defects that will hinder the performance of the coatings. A. Product Data: For each type of product indicated. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to B. Samples: For the following products: coatings unless such procedure is specifically described in manufacturer's product instructions. 1. Trim Accessories: Full-size Sample in 12-inch- long length for each trim accessory indicated. END OF SECTION **09 9000** 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding .4 QUALITY ASSURANCE coat, with final finish coat as base color. Or follow manufactures product instructions for optimal color conformance. END OF SECTION **09 2900** A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in Primers: Where the manufacturer offers options on primers for a particular substrate, use a primer categorized as "best" by the assembly indicated according to ASTM E 119 by an independent testing agency. B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency. materials required, per manufacturer's specifications. STORAGE AND HANDLING D. Color: Refer to Finish Schedule for paint colors, and as selected and approved by Architect. A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging. SECTION 09 9000 - INTERIOR, EXTERIOR AND HIGH PERFORMANCE PAINTS AND COATINGS 2.4 INTERIOR PAINT AND COATING COMMERCIAL SYSTEMS I.6 PROJECT CONDITIONS A. Concrete: Poured Concrete, Precast Concrete, Cast-In-Place. A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, Latex Systems: whichever are more stringent. PART 1 GENERAL Eg-Shel / Satin Finish B. Do not install interior products until installation areas are enclosed and conditioned. 1.1 GENERAL REQUIREMENTS 1) 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils. wet, 3.2 mils. dry per coat). A. Interior paint and coating commercial systems including surface preparation. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged. 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape. Interior high-performance paint and coatings systems including surface preparation. 2) 2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series. 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration. Exterior paint and coating systems including surface preparation. 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils. wet, 1.7 mils. dry per coat). PART 2 - PRODUCTS This Section includes, but is not limited to the following, surface preparation and field painting of exposed surfaces indicated as part 2.1 PANELS, GENERAL of the work areas noted on the drawings. B. Masonry CMU: Previously Painted; Concrete Block. A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system Painting and staining systems indicated on Drawings and in Schedules applied to new and existing exterior and interior surfaces and Latex Systems: related components such as storefront doors frames, doors, trim pieces, etc., unless otherwise indicated, including appropriate surface a. Eg-Shel / Satin Finish: 2.2 INTERIOR GYPSUM BOARD preparation for all new or existing surfaces to be painted including previously painted surfaces and surfaces with existing wall coverings. 1)1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/gal). (if needed) Patch and repair all surfaces impacted by the work. Finishes to match the adjacent existing condition. Final work product shall meet A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and 2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series. whichever is more stringent. the approval of the Architect and Owner. 3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils. wet, 1.7 mils. dry per coat). 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following: .2 RELATED SECTIONS C. Metal: Ferrous Metal, Previously Painted; Railings. a. American Gypsum Company 1. Alkyd Systems; Waterbased: A. DIVISION 04 – Masonry Repair and Cleaning b. G-P Gypsum. a. Semi-Gloss Finish: c. National Gypsum Company B. DIVISION 05 – Miscellaneous Metal 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils. wet, 2.0 mils. dry per d. USG Corporation. C. DIVISION 08 - Aluminum - Framed Entrances & Storefronts B. Type X: 2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series. Thickness: 5/8 inch. 3 REFERENCES 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0 Long Edges: Tapered. A. Steel Structures Painting Council (SSPC): mils. wet, 1.4 - 1.7 mils. dry per coat). .3 TILE BACKING PANELS SSPC-SP 1 - Solvent Cleaning. D. Drywall: Previously Painted; Walls A. Water-Resistant Gypsum Backing Board: ASTM C 630/C 630M or ASTM C 1396/C 1396M. SSPC-SP 2 - Hand Tool Cleaning Latex Systems: 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following: SSPC-SP 3 - Power Tool Cleaning. a. Eg-Shel / Satin Finish: a. American Gypsum Co. SSPC-SP5/NACE No. 1, White Metal Blast Cleaning. 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils. wet, 1.5 mils. dry per coat). b. G-P Gypsum. SSPC-SP11, Power Tool Cleaning to Bare Metal. National Gypsum Company SSPC-SP12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating. 2nd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series. d. USG Corporation. 10. SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete. 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils. wet, 1.7 mils. dry per coat). 2. Core: 5/8 inch, Type X. Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR Ceilings. Previously Painted; TRIM ACCESSORIES 59.406). VOCs may vary by base and sheen. A. Interior Trim: ASTM C 1047. C. California Department of Public Health (CDPH): 1) 1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils. wet, 1.5 mils. dry per coat). Material: Galvanized or aluminum-coated steel sheet or rolled zinc. 1. CDPH v1.1-2010 and V1.2-2017 Shapes: 2nd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30W12651 Series. 1.4 SUBMITTALS Cornerbead. 3) 3rd Coat: S-W ProMar 200 Zero VOC Latex Flat, B30W12651 Series (4 mils. wet, 1.7 mils. dry per coat). b. LC-Bead: J-shaped; exposed long flange receives joint compound A. Procedure: Comply with submittal requirements indicated below and as stipulated in DIVISION 01 - SUBMITTAL PROCEDURES. c. L-Bead: L-shaped; exposed long flange receives joint compound. 2.5 EXTERIOR PAINT AND COATING SYSTEMS d. U-Bead: J-shaped; exposed short flange does not receive joint compound. B. Product Data General: Submit manufacturer's product literature, technical specifications, application instructions, product storage and A. Concrete: Previously Painted; Precast, and Poured-in-place Cement. e. Expansion (control) joint. handling requirements, and similar data for each product specified below as required to demonstrate compliance with specified Latex Systems: Aluminum Trim: Extruded accessories of profiles and dimensions indicated. requirements and provide complete application information. a. Flat Finish Self Cleaning Upgrade: Manufacturers: Subject to compliance with requirements, provide products by one of the following: Product Data: For each paint system indicated, including. 1st Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series. a. Fry Reglet Corp. Product characteristics. 2) 2nd Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series (5.0-7.0 mils. wet, 2.0-2.8 dry per b. Pittcon Industries Surface preparation instructions and recommendations. c. Julius Blum & Co., Inc. Primer requirements and finish specification. 2. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5. Storage and handling requirements and recommendations. B. Latex Systems: Previously Painted Brick, Precast, and Poured-in-place Cement other Cementitious materials (Previously painted . Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified Application methods sound condition limestone) JOINT TREATMENT MATERIALS Cautions for storage, handling and installation. a. Flat Finish Self Cleaning Upgrade: A. General: Comply with ASTM C 475/C 475M. Product Data: For each product indicated. 1st Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils. wet, 3.2 mils. dry per 1. Material Schedule: Submit complete schedule of paint materials that Contractor proposes to use, including brand name of B. Joint Tape: 1. Interior Gypsum Wallboard: Paper. manufacturer and quality type of each material for use on project. 1st Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series. 2. Tile Backing Panels: As recommended by panel manufacturer. a. Architect will not entertain applicator's claims that material specified is unsuited to producing first class work unless 2) 2nd Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series (5.0-7.0 mils. wet, 2.0-2.8 dry per Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on such claim is made, in writing, with product data submittal on manufacturer's letter head. Obtain acceptance of materials list before ordering materials. previous or for successive coats c. Architect will provide color schedule to Contractor listing paint colors selected. Architects will make color selections Prefilling: At open joints and damaged surface areas, use setting-type taping compound. Note: Adhesion test ASTM D3359 and Compatibility test must be done on any previously painted cementitious from color systems of accepted paint company. If materials of other manufacturers are used, colors shall match those 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping Material to see if it is compatible and gets adhesion to existing paint. a. Use setting-type compound for installing paper-faced metal trim accessories. D. Selection Samples: For each type of finish-coat material indicated. Submit 2 sets of full range of colors available in each of proposed Masonry: Previously Painted; Concrete Masonry Units (CMU); Cinder or Concrete Block. 3. Fill Coat: For second coat, use drying-type, all-purpose compound. products, for Architect's use in preparing color selections. Prepare and deliver to Architect 2 identical sets of actual samples of each of Latex Systems: selected colors and glosses painted on 8-1/2 inches x 11 inches x 1/4-inch-thick painter's draw down card. Wherever possible, provide 4. Finish Coat: For third coat, use drying-type, all-purpose compound. a. Flat Finish Self Cleaning Upgrade: D. Joint Compound for Tile Backing Panels: samples using materials on which coating will be applied. 1st Coat: S-W PrepRite Block Filler, B25W25 (75-125 sq ft/qal), (if needed) 1. Water-Resistant Gypsum Backing Board: Use setting-type taping compound and setting-type, sandable topping compound. Verification Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with 2nd Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series. AUXILIARY MATERIALS specified coats cascaded. Submit on gypsum board with cut edges taped, 12 x 12 inch in size. 3) 3rd Coat: S-W Loxon Self Cleaning Acrylic Coating-Flat, LX13-50 Series (5.0-7.0 mils. wet, 2.0-2.8 dry per A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations 1. Submit textured coatings if required to match existing surfaces. 3. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate. Resubmit samples until the required color, specular gloss, and texture are achieved. D. Metal: Previously Painted; Aluminum, Façade/ Framing G. Quality Assurance/Control Submittals: Submit following for Project record. An architect's response is not required. Steel Drill Screws: ASTM C 1002, unless otherwise indicated. Alkyd Systems; Waterbased: Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick. Certification of Compliance with V.O.C. Regulations: Submit Certification by manufacturer that products supplied comply a. Semi-Gloss Finish: Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with Regulations of the state in which the project is located and other local regulations controlling use of volatile organic 1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils. wet, 2.0 mils. dry per

Qualification Data: Submit Applicator's data demonstrating experience and certifying approval of manufacturer.

Manufacturer's Instructions: Indicate special surface preparation procedures.

2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss. B53-1150 Series.

mils. wet, 1.4 - 1.7 mils. dry per coat).

3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0

with mineral fibers manufactured from glass, slag wool, or rock wool.

Acoustical Sealant: As specified in Division 07 Section "Joint Sealants."

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.

a. Semi-Gloss Finish:

coat), (if needed)

ammonia to the bleach/water solution.

use low temperature products.

mils. wet, 1.4 - 1.7 mils. dry per coat).

1) 1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1310 Series (5.0 mils. wet, 2.0 mils. dry per

2) 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series. 3) 3rd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel Semi-Gloss, B53-1150 Series (4.0-5.0

Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions are

Apply solution and scrub the mildewed area. Allow solution to remain on the surface for 10 minutes. Rinse thoroughly with

clean water and allow the surface to dry before painting. Wear protective glasses or goggles, waterproof gloves, and

protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or

After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades

temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large

expanses of metal siding, the air, surface, and material temperatures must be 50 degrees F (10 degrees F) or higher to

compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and

matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Beforehand tool cleaning.

viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion

remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.

SSPC-SP1, Solvent Cleaning, or other agreed upon methods.

CONSULTANT ORIENTATION / KEY PLAN

PAULUS SOKOLOWSKI AND SARTOR ARCHITECTURE AND ENGINEERING, PC 3 MOUNTAINVIEW ROAD P.O. Box 4039 WARREN, NJ 07059 TEL: (732) 560-9700

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STOREFRONT AND DOOR REPLACEMENT **DESIGN**

2301 BOARDWALK, ATLANTIC CITY, NJ 08401

SPECIFICATIONS

SHEET NAME

JOB NO.: 02220.0008

DATE: 05/21/25 CHECK: AG/WN

SCALE: 12" = 1'-0"

SHEET NO.