ATLANTIC CITY CONVENTION CENTER

JIM WHELAN BOARDWALK HALL

OAK VIEW GROUP

TO: Bid Responders

FROM: Clark Hughes

DATE: **March 27, 2026**

SUBJECT: **ATLANTIC CITY CONVENTION CENTER - GENERAL INFORMATION AUDIO SYSTEM UPGRADES – GENERAL CONTRACTORS**

Bidders should be aware that all submitted **sealed** 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 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 GROUP

SOLICITATION OF BIDS
ATLANTIC CITY CONVENTION CENTER
JIM WHELAN BOARDWALK HALL

For:	ATLANTIC CITY CONVENTION CENTER
	AUDIO SYSTEM UPGRADE GENERAL CONTRACTORS

Event	Date	Time
Bidder's Question Due Date (Refer to BID Section 1.5 for more information.)	FRIDAY APRIL 17, 2026	12:00 PM 1200 HOURS
Response To Questions	FRIDAY MAY 1, 2026	5:00 PM 1700 HOURS
Pre-bid Conference (Refer to BID Section 1.8 for more information.) **ONE CONVENTION BLVD, ATLANTIC CITY NJ, 08401**	FRIDAY APRIL 10, 2026	10:00 AM 1100 HOURS
Site Visit (Refer to BID Section 1.9 for more information.) **ONE CONVENTION BLVD., ATLANTIC CITY, NJ, 08401.**	FRIDAY APRIL 10, 2026	After Pre-bid Conference
Bid Submission Due Date (Refer to BID Section 1.3 for more information.) **2301 Boardwalk, Atlantic City, NJ, 08401. Conference Room 160N**	FRIDAY MAY 8, 2026	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 Group, 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: 3/27/26

NOTICE TO BIDDERS

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

AUDIO SYSTEM UPGRADE
GENERAL CONTRACTORS

Sealed bids must be mailed, presented, or delivered to OVG, 2301 Boardwalk, Atlantic City, New Jersey 08401, Attn. Clark Hughes, Director of Capital Projects/Procurement. OVG 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 **AUDIO SYSTEM UPGRADE AS-NEEDED GENERAL CONTRACTORS** and contain the bidder's name and address and the bid opening date.

Bids will be received, opened, and read aloud in public at OVG offices at 2301 Boardwalk, Atlantic City, New Jersey on **5/8/26 at 11:00 a.m. eastern prevailing time.**

Dated: 3/27/26

1.0 INFORMATION FOR BIDDERS

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

OVG is releasing this Bid (the "Solicitation") to solicit bids to procure General Contractors services for **AUDIO SYSTEM UPGRADE AS-NEEDED GENERAL CONTRACTORS** as more fully set forth in the contract awarded from this Solicitation.

OVG intends to award a contract to the lowest responsible bidder whose bid conforms to these specifications. OVG, however, reserves the right to separately procure individual requirements that are the subject of the contract during the term when deemed by OVG to be in OVG's best interest. OVG reserves the right to reject any and all bids when it is determined by OVG to be in its best interest. OVG 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.

1.2 Purpose and Intent

Oakview Venue Group is releasing this Bid for General Construction (the "Solicitation") to solicit bids to engage general construction services for **AUDIO SYSTEM UPGRADE AS-NEEDED GENERAL CONTRACTORS** as more fully set forth in the contract awarded from this Solicitation.

Oakview Venue Group intends to award a contract to the lowest responsible bidder whose bid conforms to these specifications. Oakview Venue Group, however, reserves the right to separately procure individual requirements that are the subject of the contract during the term when deemed by Oakview Venue Group to be in Oakview Venue Group's best interest. Oakview Venue Group reserves the right to reject any and all bids when it is determined by Oakview Venue Group to be in its best interest. Oakview Venue Group 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
DIRECTOR CAPITAL PROJECTS/PROCUREMENT
OAKVIEW VENUE GROUP
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 delivery of bids. **THE EXTERIOR OF ALL BID PACKAGES ARE TO BE LABELED, "BID FOR AUDIO SYSTEM UPGRADE AS-NEEDED GENERAL CONTRACTORS."**

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

Oakview Venue Group 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
ERIC TAGGART <ETAGGART@DEDC-ENG.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,** **AUDIO SYSTEM UPGRADE AS-NEEDED GENERAL CONTRACTORS,"**- 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 Group 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 Group reserves the right to reject any and all proposed amendments to the Contract.

Bidders are not to contact Oakview Venue Group Venue 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 Group 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 Group Venue Group at Atlantic City Convention Center, 1 Convention Blvd., Atlantic City, New Jersey. Meet at the Atrium Lobby. At that time Oakview Venue Group 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 Oakview Venue Group 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 Oakview Venue Group 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 Group
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 Group 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 <u>et</u> <u>seq</u>., 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. <u>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.</u>

1.15 Bid Bond

Any entity submitting a bid in response to this Solicitation must submit a guarantee payable to Oakview Venue Group 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 Oakview Venue Group, 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**, regardless of project cost, pursuant to N.J.S.A. 2A:44-143d.
- All surety companies must be authorized to transact such business in New Jersey, pursuant to N.J.S.A. 17-17-10 or 17:32-1 et seq., 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 Requirements

a) Construction experience involving three (3) related construction projects.

Project Name & Location: ______________________________
Contract Value for this bidder: $_________________________

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) Reserve

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: ____
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: ____

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

Refer to plans and specifications created by DEDC Engineering Consultants.

3.0 PROPOSAL PREPARATION AND SUBMISSION

3.1 Contract Schedule

Oakview Venue Group requires that all construction work undertaken pursuant to a contract award as the result of this bid shall be completed within **(8) work weeks** pending event schedule and 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 provide 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 must submit 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 Oakview Venue Group 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 Oakview Venue Group, 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 N.J.A.C. 17:27-4
- 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 Oakview Venue Group. 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 Group 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 Group 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 Group 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 Group pursuant to this Contract, the firm must demonstrate to the Oakview Venue Group'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 Group 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 Group 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 Group 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 Group Venue Management but rather as a submission of an offer to contract with Oakview Venue Group 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

BID: **STOREFRONT RENOVATION & DOOR REPLACEMENT**

FOR INFORMATION: **Oakview Venue Group**
2301 Boardwalk
Atlantic City, New Jersey 08401
609-348-7026

Name, Address, Phone, Facsimile, Email and Contact person for Bidder:

____
____
____
____
____
____

SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE SOLICITATION, INCLUDING ADDENDA. BY SIGNING BELOW, BIDDER AGREES TO HOLD ITS BID FIRM THROUGH THE NOTICE OF CONTRACT AWARD, DURING ANY CHALLENGE TO THE AWARD, AND, IF AWARDED A CONTRACT, FOR THE DURATION OF THE PROJECT THROUGH SUBSTANTIAL COMPLETION. FAILURE OF THE BIDDER TO HOLD PRICES FIRM OR TO MEET OTHER TERMS AND CONDITIONS AS DEFINED IN THE SOLICITATION MAY RESULT IN THE BIDDER BEING SUSPENDED OR DEBARRED FROM CONTRACTING WITH CRDA.

Name and Title of Person
Authorized to sign bid:
Signature: **Date:**

________________________________ __________________________

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

Litigation/Administrative Complaints

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

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status or Disposition (if applicable)	Bidder Contact Name and Telephone for 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 SUBMIT A SUBCONTRACTOR UTILIZATION PLAN FORM WITH THEIR BID.

_______ 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 granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Form to Oakview Venue Group 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 Group Venue Management must complete a **Notice of Intent to Subcontract** and a **Subcontractor Utilization Form**.
Bidders are instructed to list **all** 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, Telephone and Vendor ID Number	**Type(s) of Goods or Services to be Provided**	**Estimated Value of Subcontract(s)**	**Hourly rates for subcontract(s)**

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 Group upon request.

I further certify that all information contained in this Form is true and correct and I acknowledge that Oakview Venue Group will rely on the truth of the information in awarding the contract.

______________________ ______________________ ____________

Authorized signatory for Bidder Title Date

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 CHECK 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

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

NOTE: *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.)

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 and all individuals and/or entities whose contributions are attributable to the business entity with the exception 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.

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.

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

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

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. ____________ Award Amount ____________

Description of Services ____________

State Agency Name ____________ Contact Person ____________

Phone Number ____________ Contact Email ____________

□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)

Address ____________

City ____________ State ____________ Zip ____________ Phone ____________

Vendor Email ____________ Vendor FEIN (SS# if sole proprietor/natural person) ____________

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 must 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

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 ______________

Type of Contribution (i.e. currency, check, loan, in-kind) ______________

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 and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.

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 only; 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.**

1. **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:**

   a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:

   (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.

   b) 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; **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.

   c) 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.

4. **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.

5. **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 G

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

Item	Description	Unit	Amount
1	Permits		
2	Performance and Payment Bonds Surety	**L.S.**	
3	Mechanical Labor	**L.S.**	
4	Mechanical Material	**L.S.**	
5	Audio Material	**L.S.**	
6	Audio Labor	**L.S.**	
7	General Conditions	**L.S.**	
	TOTAL LUMP SUM		

TOTAL LUMP SUM CONTRACT PRICE (Numerically) Line Item #1 through #7

________________________________**Dollars**

TOTAL LUMP SUM CONTRACT (In words) Line Items #1 through #7

____

____**Dollars**

ADDENDA: The Bidder acknowledges receipt of the following Addenda:

__________________________Dated__________________________

__________________________Dated__________________________

__________________________Dated__________________________

Bidder Name: ______________________________ Date: ___________

By (print): ______________________________

Signature: ______________________________

Title: ______________________________

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 Group's Solicitation of Bids for **AUDIO SYSTEM UPGRADE AS-NEEDED GENERAL CONTRACTORS,** 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 Group relies upon the truth of the statements contained in the said bid, in this Affidavit and in any statements requested by Oakview Venue Group 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 this
_____day of ____________, 2026

____
NOTARY PUBLIC

____
COMMISSION EXPIRES

Exhibit I

CONTRACT AND SPECIFICATIONS FOR GENERAL CONSTRUCTION

PROJECT OWNER:

Oakview Venue Group 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

(MARCH 27, 2026)

Article I. 00500 Agreement

[INSERT FULL CONTRACTOR NAME AND ADDRESS BELOW:]

____

____

____

(hereinafter referred to as the "Contractor")

THIS AGREEMENT (the "Agreement") is made as of this ____ day of ________, 2026, by and between the OAKVIEW VENUE GROUP, as agent on behalf of CASINO REINVESTMENT DEVELOPMENT AUTHORITY ("CRDA"), a public body corporate and politic constituting an instrumentality of the State of New Jersey, and the Contractor identified above.

Recitals

A. Pursuant to a solicitation of bids issued ______________of 2026 (the "Solicitation") and the Contractor's response thereto dated _________________, 2026 (the "Bid"), Oakview Venue Group has selected the Contractor to provide construction services, as more fully described in this Contract.

B. Oakview Venue Group desires to engage and the Contractor desires to accept the engagement to perform the Work (as hereinafter defined).

IN CONSIDERATION of the foregoing recitals, the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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 **(8) 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:
    a. Contract
    b. General Conditions
    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
l. 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 GROUP**
By: ____________________	By: ____________________
Name: ____________________	Name:
Title: ____________________	Title:

[CONTRACTOR MUST FILL IN AND SIGN BELOW:]

Witness:	______________________________
By: ____________________	By: ____________________
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________

ACKNOWLEDGEMENT AS TO CONTRACTOR

STATE OF_______________:

COUNTY OF _____________:

The foregoing instrument was acknowledged before me this ______day of ________, 2026, by _________________, as the __________________ of _______________________ ______, a _______________________company, organized under the laws of ___________, who I am satisfied, is the person who, as such authorized person, signed, sealed and delivered the within instrument made by said company, and he did acknowledge that he/she, as such authorized person, signed and delivered the same on behalf of said company for the uses and purposes therein set forth, and that said instrument is the voluntary act and deed of said company duly authorized by a proper resolution of its governing body.

____
Name:

Notary Public of ___________
(NOTARY SEAL)
My Commission Expires:

ACKNOWLEDGMENT AS TO OAKVIEW VENUE GROUP

STATE OF NEW JERSEY:
COUNTY OF ATLANTIC:

On this ___day of _______, 2026 in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared ____________________, the ______________ of Oakview Venue Group, L.P., a Delaware limited partnership, as operator of Jim Whelan Boardwalk Hall and the Atlantic City Convention Center, as managing agent for the Casino Reinvestment Development Authority, who I am satisfied, in the person who, a such officer of said entity, signed, sealed and delivered the within instrument made by said entity, and he did acknowledge that he, as such officer, signed and delivered the same on behalf of said entity for the uses and purposes therein set forth, and that said instrument is the voluntary act and deed of said entity duly authorized by a proper resolution of the entity.

____
Name:
Notary Public
My Commission Expires:

(NOTARY SEAL)

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

NO. ________

To: ____ (OWNER)
From: ____(CONTRACTOR)
Contract: ____
Project: ____
Contract No.______________.

For Work accomplished through the date of:______________.

1. Original Contract Price: $______________________
2. Net change by Change Orders and Written Amendments (+ or -): $______________________
3. Current Contract Price (1 plus 2): $______________________
4. Total completed and stored to date (See Invoice Summary): $______________________
5. Retainage (per Contract):
   _____% of completed Work: $_____________________
   _____% of stored material: $_____________________
   Total Retainage: $______________________
6. Total completed and stored to date less retainage (4 minus 5): $______________________
7. Less previous Application for Payments: $______________________
8. **DUE THIS APPLICATION (6 MINUS 7):** $______________________

CONTRACTOR'S CERTIFICATION:
THE UNDERSIGNED CONTRACTOR CERTIFIES THAT (1) ALL PREVIOUS PROGRESS PAYMENTS RECEIVED FROM OWNER ON ACCOUNT OF WORK DONE UNDER THE CONTRACT REFERRED TO ABOVE HAVE BEEN APPLIED ON ACCOUNT TO DISCHARGE CONTRACTOR'S LEGITIMATE OBLIGATIONS INCURRED IN CONNECTION WITH WORK COVERED BY PRIOR APPLICATIONS FOR PAYMENT NUMBERED 1 THROUGH _____ INCLUSIVE; AND (2) ALL WORK COVERED BY THIS APPLICATION FOR PAYMENT IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND NOT DEFECTIVE.

Accompanying this Application for Payment is the duly executed Contractor's Partial Release and Waiver of Liens, the duly executed Partial Release and Waiver of Liens of each of the Contractor's subcontractors and/or suppliers, and all documentation of measurement of unit price Pay Items as required by the Contract Documents and the Engineer.

Dated ______________________________ By: ___________________________ Contractor

State of ________________________________
County of ______________________________
Subscribed and sworn to before me this _____
day of ___________________, 2026

____
Notary Public

My Commission expires: ______________________

Attachment "A" - Continued ***(Or Equivalent Owner Approved AIA G703)***

<u>Invoice Summary</u>

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.								
SUBTOTAL - Unit Price Items						________	________	________
SUBTOTAL – Lump Sum Items						________	________	________
TOTAL – All Items						________	________	________

Attachment "B"   Notice to Proceed

Dated: ____________________

TO: . ____
(Contractor)

ADDRESS: ___________________________________

Contract: DATED AS OF ________________________________

Project: ____

You are notified that the Contract Time under the above contract will commence to run on this date. You are now authorized to enter upon the Project site and start performing your obligations under the Contract Documents. The date of Substantial Completion is:

Before you may start any Work at the Site, Section 00620 of this Contract provides that you must deliver to the Owner (with copies to Engineer and other identified additional insureds) certificates of insurance along with the declaration pages, which are required to be purchased and maintained in accordance with the Contract Documents.

OAKVIEW VENUE GROUP

By: ____________________________

Name: Clark Hughes

Title: Director of Project

Copy:

Attachment "C"   Change Order

No. ______________

DATE OF ISSUANCE ______________________   EFFECTIVE DATE______________________

OWNER ____
CONTRACTOR ____
Contract:____
Project:____
Contract No. ________________________
ENGINEER ____

You are directed to make the following changes in the Contract Documents:
Description:

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: __________________________ Ready for final payment: __________________________ (days or dates)
Net Increase (Decrease) from previous Change Orders No. ___ to ___: $__________________________	Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: __________________________ Ready for final payment: __________________________ (days)
Contract Price prior to this Change Order: $__________________________	Contract Times prior to this Change Order: Substantial Completion: __________________________ Ready for final payment: __________________________ (days or dates)
Net increase (decrease) of this Change Order: $__________________________	Net increase (decrease) this Change Order: Substantial Completion: __________________________ Ready for final payment: __________________________ (days)
Contract Price with all approved Change Orders: $__________________________	Contract Times with all approved Change Orders: Substantial Completion: __________________________ Ready for final payment: __________________________ (days or dates)

RECOMMENDED:	APPROVED:	ACCEPTED:
By: ___________________	By: ________________	By: ___________________________
ENGINEER (Authorized Signature)	OWNER (Authorized Signature)	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 Group, 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 **FREIGHT GATE #1 #2 #4 REFURBISHMENT GENERAL CONTRACTORS,** (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 to-date.

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 _______________, 2026.

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 Oakview Venue Group 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 Item	*Pay Unit*
PERFORMANCE BOND AND PAYMENT BOND	LUMP 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:

and Owner Attention: **Clark Hughes, Oakview Venue Group 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.

AUDIO SYSTEM UPGRADE AS-NEEDED GENERAL CONTRACTORS

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 Oakview Venue Group 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 there-under 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	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	President's Day
Labor 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 Oakview Venue Group 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 as-built 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

<u>AUDIO SYSTEM UPGRADE AS-NEEDED GENERAL CONTRACTORS</u>

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 Oakview Venue Group 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 as-built 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.

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.

SECTION 27 10 00 - TELECOMMUNICATIONS STRUCTURED CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 REFERENCES

A. Building Industry Consulting Services International (BiCSi),"Telecommunications Distributions Methods Manual" Current Edition

B. American National Standards Institute/Telecommunications Industry Association TIA ANSI/TIA-568 Current Edition, "Commercial Building Telecommunications Wiring Standard"

C. American National Standards Institute/Telecommunications Industry Association TIA ANSI/TIA-569 Current Edition, "Commercial Building Standard for Telecommunications Pathways and Spaces"

D. American National Standards Institute/Telecommunications Industry Association TIA ANSI/TIA-606 Current Edition, "Administration Standard for the Telecommunications Infrastructure of Commercial Buildings"

E. American National Standards Institute/Telecommunications Industry Association TIA ANSI/TIA-607 Current Edition, "Commercial Building Grounding/Bonding Requirements"

F. American National Standards Institute/Telecommunications Industry Association TIA ANSI/TIA-942 Current Edition, "Telecommunications Infrastructure Standard for Data Centers"

G. American National Standards Institute/Telecommunications Industry Association TIA ANSI/TIA-758 Current Edition, "Customer-Owned Outside Plant Telecommunications Infrastructure Standard"

H. American National Standards Institute/Telecommunications Industry Association TIA ANSI/TIA-862 Current Edition, "Structured Cabling Infrastructure Standard for Intelligent Building Systems"

I. American National Standards Institute/Telecommunications Industry Association TIA ANSI/TIA-1179 Current Edition, "Healthcare Facility Telecommunications Infrastructure Standard"

J. American National Standards Institute/Telecommunications Industry Association TIA ANSI/TIA-1005 Current Edition, "Telecommunications Infrastructure Standard for Industrial Premises"

K. National Electrical Code (NEC), Current Edition - National Fire Protection Agency (NFPA) 70

L. Institute of Electrical and Electronic Engineers (IEEE) 802.3 Carrier Sense Multiple Access with Collision Detection (Ethernet 10/100/1000/10000 BASE-T)

M. Federal Communications Commission (FCC), Title 47, Code of Federal Regulations, Part 68

N. National Institution for Certification in Engineering Technologies (NICET)

O. Audiovisual and Integrated Experience Association (AVIXA).

1.3 SUMMARY

A. Section Includes:

1. F/UTP cabling
2. Cable connecting hardware, patch panels, and cross-connects
3. Telecommunications outlet/connectors
4. Cable management system
5. Cabling identification products
6. Grounding and bonding

B. Bidding Requirements:

1. Bidder shall submit complete detailed proposals with line item cost representation for components and associated installation labor. Lump sum bids will not be accepted.
2. Bidders shall include as part of the bid response the following items:
   a. Installation schedule with proposed manpower assignments
   b. Resumes for project manager and lead technician for this project
   c. BICSI RCDD certificate and registration number
3. Bidders shall review associated architectural, electrical, and telecommunications infrastructure drawings to verify that necessary conduit and floor boxes will be provided by others. Bidders shall understand and coordinate shared infrastructure locations for telecommunications outlets. The Owner will provide no additional infrastructure to support the telecommunications cabling systems Inside Plant (ISP) and Outside Plant (OSP). Any discrepancies with the identified infrastructure to support these systems should be questioned in the form of a request for information (RFI) during the bidding process. Be responsible for any additional infrastructure requirements after receipt of contract for this project. No wiremold or surface mounted raceways shall be approved on this project except where specifically identified in the contract drawings.
4. Unspecified Equipment and Material: Any item of equipment or material not specifically addressed on the drawings or in this document and required to provide a complete and

functional Structured Cabling System shall be provided in a level of quality consistent with other specified items.

1.4 DEFINITIONS

A. AFC: Above Finished Ceiling

B. BICSI: Building Industry Consulting Service International

C. Consolidation Point: A location for interconnection between horizontal cables extending from building pathways and horizontal cables extending into furniture pathways

D. Cross-Connect: A facility enabling the termination of cable elements and their interconnection or cross-connection

E. EF: Entrance Facility

F. EMI: Electromagnetic interference

G. HC: Horizontal Cross Connect

H. IDC: Insulation displacement connector

I. Ladder Cable Tray: A fabricated structure consisting of two longitudinal side rails connected by individual transverse members (rungs)

J. LAN: Local Area Network

K. MC: Main Cross-connect

L. MPTL: Modular Plug Terminated Link

M. MUTOA: Multiuser telecommunications outlet assembly, a grouping in one location of several telecommunications outlet/connectors

N. NRTL: Nationally Recognized Testing Laboratory

O. Outlet/Connectors: A connecting device in the work area on which horizontal cable or outlet cable terminates

P. RCDD: Registered Communications Distribution Designer

Q. TR: Telecommunications Room

1.5 SYSTEM DESCRIPTION

A. Provide a complete and functioning Structured Cabling System inclusive of all hardware, software, and training to meet or exceed the performance features outlined in this document.

B. Horizontal cable and its connecting hardware provide the means of transporting signals between the telecommunications outlet/connector and the horizontal cross-connect located in the communications equipment room. This cabling and its connecting hardware are called "permanent link," a term that is used in the testing protocols.

1. ANSI/ANSI/TIA-568.2-D requires that a minimum of two telecommunications outlet/connectors be installed for each work area.

2. A work area is approximately 100 sq. ft., and includes the components that extend from the telecommunications outlet/connectors to the station equipment.

3. Horizontal cabling shall contain no more than one transition point or consolidation point between the horizontal cross-connect and the telecommunications outlet/connector.

4. Bridged taps and splices shall not be installed in the horizontal cabling.

5. Splitters shall not be installed as part of the optical fiber cabling.

C. The maximum allowable horizontal cable length is 295 feet. This maximum allowable length does not include an allowance for the length of 16 feet to the workstation equipment. The maximum allowable length does not include an allowance for the length of 16 feet in the horizontal cross-connect.

D. Backbone cabling system shall provide interconnections between communications equipment rooms, main terminal space, and entrance facilities in the telecommunications cabling system structure. Cabling system consists of backbone cables, intermediate and main cross-connects, mechanical terminations, and patch cords or jumpers used for backbone-to-backbone cross-connection.

E. Backbone cabling cross-connects may be located in communications equipment rooms or at entrance facilities. Bridged taps and splitters shall not be used as part of backbone cabling.

F. Communications equipment room shall provide the space to house the equipment for the backbone and horizontal cabling.

1.6 PERFORMANCE REQUIREMENTS:

A. General Performance: The cabling system shall comply with transmission standards in ANSI/TIA-568.2-D and ANSI/TIA-568.3-D when tested according to the test procedures of this standard.

1.7 SUBMITTALS

A. Submittal Data

1. Submittal data is to be submitted as a complete, single digital file. All documents shall be clearly legible. Each submittal shall contain the below in the following order:
   a. Cover Sheet
      1) Include name of supplying contractor and project name.
      2) Include submittal and revision number.
   b. Detailed Bill of Materials

1) Include a listing of component quantities, equipment manufacturers, model numbers, and descriptions of each component being supplied and the specification paragraphs or drawing sheets that correspond to each product.
2) The bill of materials shall include page numbers for each product data sheet and be index referenced within the PDF file so that each product name is clickable, linked to the first page of the corresponding product data.
3) Failure to provide this information will result in the rejection of submittals.

c. Product Data
   1) Include a catalog sheet per product of equipment listed in the Detailed Bill of Materials, in the exact order as the Detailed Bill of Materials. Each catalog sheet shall describe mechanical, electrical and functional equipment specifications. The catalog sheet must also include an image of the product.
   2) Photocopy duplications of the manufacturer's original equipment catalog sheets will be allowed as long as they provide adequate clarity of both the printed word and graphics/pictures.
   3) If more than one product is shown on the catalog sheet the intended product must be denoted by either an arrow or highlight.
d. Authorized Distributor Certificate
   1) Recently dated (within one year from submittal date) support letter from manufacturer stating that the supplying contractor is an Authorized Distributor of the product being supplied.
e. Prequalification Warrantee
   1) Recently dated (within one year from submittal date) support letter from manufacturer stating that the supplying contractor is Authorized to obtain for the owner the Special Warranty for Cabling System and the Special Warranty for System Assurance.
f. Prequalification Certificate
   1) Copy of the installing technician(s) certificate of completion from the manufacturer's training school for the equipment being provided.
g. Submittal shall be a single PDF file.
   1) Partial submittals, or submittals comprised of multiple PDF files, will be rejected.

B. Shop Drawings

1. Prior to fabrication submit contractor-generated drawings for approval for all supplied systems. Each shop drawing set is to include the below in the following order:
   a. Title Sheet
      1) Include a list of all drawings in the set and a symbols legend defining each symbol used in the package.
   b. Riser Diagram
      1) Show the relationship of TR's, the pathway between them, and cable connectivity to be installed.
   c. Video/CATV System Engineering
      1) Depict device location by room number and device type. Delineate cable types and cable pathway for both riser and horizontal distribution. Calculate db loss and outline levels for each splitter, tap, amplifier, and outlet.
   d. Telecommunications Room Details
      1) Plan Details of infrastructure and room fittings with clearances
      2) Elevation Details of wall fields and rack details showing the relationship of rack mounted elements inclusive of owner-provided equipment (labeled as such).
   e. Typical Outlet Details

1) Detail each typical outlet type to be installed. Include manufacturer specific plates, jacks, and an example of labeling. Note on the drawing the typical application of each outlet type, for example; standard office, computer lab, ceiling mounted wireless access location, etc.

f. Floor Plans
   1) Show planned location for all elements and cable routing.
   2) Include outlet port numbers for each outlet.
   3) Cable Schedule: Listing incoming and outgoing cables and their designations, origins, and destinations.

2. Drawings should be at project standard scale and clearly legible.

3. Resubmission of contract drawings does not constitute a complete shop drawings submittal and is unacceptable. Such submittals will be rejected.

C. Product data and shop drawings must be submitted together in order to be reviewed.

D. Samples shall be submitted for each typical outlet type to be installed, complete with colored jacks, finished faceplates, and sample labeling.

E. Field quality-control reports

1. Submit copy of project status reporting form.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: Cabling installer must have personnel certified by BICSI on staff.

1. Layout Responsibility: Preparation of Shop Drawings and Cabling Administration Drawings by an RCDD.

2. Installation Supervision: Installation shall be under the direct supervision of Level 2 installer and manufactures certified installer, who shall be present at all times when work of this section is performed at project site. At a minimum, one half of remainder of the crew shall be registered technicians by the specified manufacturer as part of their Certified Installer Program.

B. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: 25 or less

2. Smoke-Developed Index: 50 or less

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

D. Installing company shall be certified by manufactures in aspects of design, installation and testing of optical and Category rated metallic premise distribution systems, be a manufactures Value Added Reseller (VAR) in good standing, have a minimum of five (5) years' experience on similar Structured Cabling Systems (SCS), and have a Registered Communications Distribution Designer (RCDD) on staff.

E. Telecommunications Pathways and Spaces: Comply with ANSI/TIA-569-E.

F. Administration Standard for the Telecommunications Infrastructure of Commercial Buildings, 2017 ANSI/ANSI/TIA–606-C.

G. Grounding: Comply with ANSI-J-STD-607-C.

H. NFPA 70 – National Electric Code, latest edition

I. BICSI – Telecommunications Distribution Methods Manual, Fourteenth Edition

J. NEMA – VE-1 – Metal Cable Tray Systems, 2017

K. NEMA – VE-2 – Metal Cable Tray Installation Guidelines, 2013

1.9 DELIVERY, STORAGE, AND HANDLING

A. Test cables upon receipt at Project site.

1. Test optical fiber cable to determine the continuity of the strand end to end. Use an optical loss test set.

2. Test optical fiber cable while on reels. Use an optical time domain reflectometer to verify the cable length and locate cable defects, splices, and connector, including the loss value of each. Retain test data and include the record in maintenance data.

3. Test each pair of UTP cable for open and short circuits.

B. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly indicating manufacturer and material.

1.10 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install cables and connecting materials until wet work in spaces is complete and dry, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

B. Environmental Limitations: Do not deliver or install equipment frames and ladder racking until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and work above ceilings is complete.

1.11 COORDINATION

A. Coordinate layout and installation of communications equipment with Owner's telecommunications and LAN equipment and service suppliers. Coordinate service entrance arrangement with local exchange carrier.

1. Meet jointly with telecommunications and LAN equipment suppliers, local exchange carrier representatives, and Owner to exchange information and agree on details of equipment arrangements and installation interfaces.

2. Record agreements reached in meetings and distribute them to other participants.

3. Adjust arrangements and locations of distribution frames, cross-connects, and patch panels in equipment rooms to accommodate and optimize arrangement and space requirements of telephone switch and LAN equipment.

4. Adjust arrangements and locations of equipment with distribution frames, cross-connects, and patch panels of cabling systems of other communications, electronic safety and security, and related systems that share space in the equipment room.

B. Coordinate layout and installation of telecommunications pathways and cabling with Owner's telecommunications and LAN equipment and service suppliers.

C. Coordinate telecommunications outlet/connector locations with location of power receptacles at each work area.

D. Coordinate location of power raceways and receptacles with locations of communications equipment requiring electrical power to operate.

1.12 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Patch-Panel Units: The greater of one (1) or 10% of total quantity of each type

2. Connecting Blocks: The greater of one (1) or 10% of total quantity of each type

3. Device Plates: The greater of ten (10) or 2% of total quantity of each type

1.13 WARRANTY

A. Special Warranty for Cabling System: Manufactures warranty shall ensure against product defects; that approved cabling components exceed the specifications of ANSI/TIA-568.2-D, ANSI/TIA-568.3-D, and ISO/IEC IS 11801; exceed the attenuation and NEXT requirements of ANSI/TIA-TSB-67 and ISO/IEC IS 11801 for cabling links/channels; and that the installation will exceed the loss and bandwidth requirements of ANSI/TIA-TSB-67 and ISO/IEC IS 11801 for fiber links/channels. The warranty shall apply to passive SCS components.

1. Warranty Period: Minimum of a 20-year Cabling System from date of Substantial Completion

B. Special Warranty for System Assurance: Manufactures warranty shall cover the failure of the wiring system to support the application which it was designed to support, as well as additional application(s) introduced in the future by recognized standards or user forums that recognize

ANSI/TIA-568.2-D, ANSI/TIA-568.3-D, or ISO/IEC IS 11801 component and link/channel specifications for cabling.

1. Warranty Period: Minimum of a 20-year Applications Assurance from date of Substantial Completion

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 PATHWAYS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, and are limited to, the following:

1. Basis of design: nVent Caddy

2. Approved equals by:
   a. Eaton/B-line
   b. Hilti Inc.

B. General Requirements: Comply with ANSI/TIA-569-E.

C. Cable Support: NRTL labeled. Cable support brackets in Telecommunications Rooms shall be designed to prevent degradation of cable performance and pinch points that could damage cable.

D. Provide bend limiters, if not built into the cable support, to maintain cable type bend radius whenever cable exists pathways or makes transition between two pathways.

E. Non-continuous cable supports shall be used in any area above the finished ceiling where cable tray is not available.

F. Adjustable non-continuous cable support slings shall be used in corridors as outlined on the TA series drawings.

G. Bridle rings shall not be used for telecom cable support.

H. Non-continuous cable supports

1. Cable Support shall be NRTL labeled for support of Category 6 cabling, designed to prevent degradation of cable performance and pinch points that could damage cable.

2. Non-continuous cable supports shall provide a bearing surface of sufficient width to comply with required bend radii of high-performance cables; cULus Listed.

3. Non-continuous cable supports shall have flared edges to prevent damage while installing cables.

4. Non-continuous cable supports sized 1 5/16" and larger shall have a cable retainer strap to provide containment of cables within the hanger. The cable retainer strap shall be removable and reusable and be suitable for use in air handling spaces.

5. Non-continuous cable supports shall have an electro-galvanized or G60 finish and shall be rated for indoor use in non-corrosive environments.

6. Non-continuous cable supports shall be NVent CableCatTM J-hook series CAT12, CAT21, CAT32, CAT64, CAT21SS, CAT32SS, CAT64SS; CAT-CMTM Double J-Hook CAT100CM; CAT-CMTM U-hook series CAT200CMLN, CAT300CMLN; and CAT-CMTM retainer CATRT200CM, CATRT300CM, or approved equal.

I. Adjustable non-continuous cable support sling

1. Constructed from steel and woven laminate; sling length can be adjusted to hold up to 425 4-pair UTP; rated for indoor use in non-corrosive environments. Rated to support Category 5 and higher cable, or optical fiber cable; cULus Listed.

2. Adjustable non-continuous cable support sling shall have a static load limit of 100 lbs.

3. Adjustable non-continuous cable support sling shall be suitable for use in air handling spaces.

4. If required, assemble to manufacturer recommended specialty fasteners including beam clips, flange clips, C and Z purlin clips.

5. Acceptable products: NVENT CADDY CableCat™ CAT425 or approved equal.

J. Multi-tiered non-continuous cable support assemblies

1. Multi-tiered non-continuous cable support assemblies shall be used where separate cabling compartments are required. Assemblies may be factory assembled or assembled from pre-packaged kits. Assemblies shall consist of a steel angled hanger bracket holding up to six non-continuous cable supports, rated for indoor use in non-corrosive environments; cULus Listed.

2. If required, the multi-tier support bracket may be assembled to manufacturer recommended specialty fasteners including beam clamps, flange clips, C and Z purlin clips.

3. The multi-tiered support bracket shall consist of NVENT CADDY CATHBA and CableCat™ J-Hooks with screws or approved equal.

K. Non-continuous cable support assemblies from drop wire/ceiling

1. Fastener to wire/rod with one non-continuous cable support, factory or jobsite assembled; rated for indoor use in non-corrosive environments; cULus Listed.

2. Acceptable products: NVENT CADDY CAT124Z34, CAT126Z34, CAT214Z34, CAT216Z34, CAT324Z34 or CAT326Z34, or approved equal.

L. Non-continuous cable support assemblies from beam, flange

1. Fastener to beam or flange with one non-continuous cable support, factory or jobsite assembled; rated for indoor use in non-corrosive environments; cULus Listed.

2. Acceptable products: NVENT CableCatTM J-hook series CAT12, CAT21, CAT32, CAT64 with CADDY beam clamps and CADDY flange clips, or approved equal.

M. Non-continuous cable support assemblies from C & Z Purlin

1. Fastener to C or Z purlin with one non-continuous cable support, factory or jobsite assembled; rated for indoor use in non-corrosive environments, cULus listed.

2. Acceptable products: NVENT CableCatTM J-hook series CAT12, CAT21, CAT32, CAT64 with CADDY Purlin hangers, or approved equal.

N. Non-continuous cable support assemblies from wall, concrete, or joist

1. Fastener to wall, concrete, or joist with one non-continuous cable support, factory or jobsite assembled; rated for indoor use in non-corrosive environments, cULus listed.

2. Acceptable products: NVENT CableCatTM J-hook series CAT12, CAT21, CAT32, CAT64, with CADDY angle bracket, or approved equal.

O. Non-continuous cable support assemblies from threaded rod

1. Fastener to threaded rod with one non-continuous cable support, factory or jobsite assembled, rated for indoor use in non-corrosive environments, cULus Listed.

2. The multi-tiered support bracket shall have a static load limit of 300 lbs.

3. U-hooks and Double J-hook shall attach directly to threaded rod using standard nuts.

4. Acceptable products: NVENT CableCatTM J-hook, CAT12, CAT21, CAT32, CAT64 with CADDY CATHBA series; CAT-CMTM Double J-hook CAT100CM, CAT-CMTM Direct mount U-hook CAT200CMLN, CAT300CMLN; or AFAB series, or approved equal.

P. Raised floor non-continuous cable support assemblies

1. Fastener to raised (access) floor pedestal with one non-continuous cable support, factory or jobsite assembled, rated for indoor use in non-corrosive environments; cULus Listed.

2. Acceptable products: NVENT CADDY CAT12CD1B, CAT21CD1B or CAT32CD1B; CAT64CD1B, or approved equal.

Q. Cantilever-Mounted cable supports

1. U-hook shall be able to be assembled to a wide variety of wall mount brackets.
2. Individual U-hooks shall be spaced as needed, maximum 5’ apart.
3. U-hooks may have the optional attachment of a cable roller for ease in pulling cables.
4. Acceptable products: NVENT CAT-CMTM U-hooks CAT200CMLN, CAT300CMLN: CAT-CM roller assemblies CATRL200CM, CATRL300CM; CATWMCM bracket, or approved equal.

2.3 CONDUIT AND BOXES

A. Conduit and Boxes: Comply with requirements in Division 26 Section "Raceways and Boxes." Flexible metal conduit shall not be used.

1. Outlet boxes shall be no smaller than 5 inches wide, 5 inches high, and 2.875 inches deep.

2.4 F/UTP AND UTP CABLE AND CABLE HARDWARE

A. F/UTP Cable

1. Manufacturers: Subject to compliance with the specified requirements, provide products by one of the following available manufacturers. Manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:
   a. Berk-Tek; Leviton
   b. CommScope, Inc.
   c. Superior Essex Inc.
   d. Uniprise; a CommScope, Inc. brand
   e. Hubbell Premise wire
   f. General Cable Technologies Corporation
   g. Belden, Inc.
   h. Hitachi Cable America Inc.
   i. Approved equal

2. Description: 100-ohm, 4-pair F/UTP with overall foil shield, covered with a gray thermoplastic jacket
   a. Comply with ICEA S-90-661 for mechanical properties.
   b. Comply with TIA/EIA-568.2-D for performance specifications.
   c. Comply with ANSI/TIA-568.2-D, Category 6.
   d. Listed and labeled by an NRTL acceptable to authorities having jurisdiction as complying with UL 444 and NFPA 70 for the following types:
   e. Communications, Plenum Rated: Type CMP, complying with NFPA 262

B. F/UTP Cable Hardware

1. Manufacturers Subject to compliance with the specified requirements, provide products by one of the following available manufacturers. Manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:
   a. Hubbell Premise Wiring

b. Leviton Voice & Data Division
c. Uniprise, a CommScope, Inc. brand
d. Panduit Corp.
e. Ortronics Corp.
f. Belden, Inc.
g. Approved equal

2. General Requirements for Cable Connecting Hardware: Comply with ANSI/TIA-568-D, IDC type, with modules designed for punch-down caps or tools. Cables shall be terminated with connecting hardware of same category or higher.

3. Shielded Patch Panel: Modular panels housing multiple-numbered jack units with IDC-type connectors at each jack for permanent termination of pair groups of installed cables. All patch panels shall be 48-port.
   a. Number of Jacks per Field: Provide one for each four-pair UTP cable indicated conductor group of indicated cables, plus spares and blank positions adequate to suit specified expansion criteria. 2-spares minimum.

4. Shielded Jacks and Jack Assemblies: Modular, color-coded, eight-position, eight conductor, modular receptacle units with integral IDC-type terminals.
   a. Comply with ANSI/TIA-568.2-D, Category 6A.

5. Shielded Patch Cords: Factory-made, four-pair cables in 3'-20' in length; terminated with eight-position modular plug at each end. Patch cords shall have bend-relief-compliant boots and color-coded icons to ensure specified category performance. Patch cords shall have latch guards to protect against snagging.
   a. TR location: Provide one (1) patch cord to match cable and Jack Assembly category rating per port on the patch panel.
   b. Floor outlet locations: Provide one (1) ten-foot modular patch cord to match cable and Jack Assembly category rating per eight-position eight conductor modular receptacle.
   c. Patch cables are in addition to cabling specifically called out on the contract drawings.

2.5 TELECOMMUNICATIONS OUTLET/CONNECTORS

A. Jacks and Jack Assemblies: Modular, color-coded, eight-position, eight conductor, modular receptacle units with integral IDC-type terminals.

   1. Comply with ANSI/TIA-568.2-D, Category 6A.

   2. Legend: Snap-in, clear-label covers and machine-printed paper inserts

B. Fire Rated Cable Pathways: STI EZ-PATH Brand device modules comprised of steel raceway with intumescent foam pads allowing 0 to 100 percent cable fill. The following products are acceptable:

   1. Specified Technologies Inc. (STI) EZ-PATH Series 44 Fire Rated Pathway

   2. Specified Technologies Inc. (STI) EZ-PATH Series 33 Fire Rated Pathway

C. EZ-path series 44 wall sleeves shall be provided for all telecom room penetrations to cable distribution system.

D. Horizontal cable pathway locations greater than 20 cables fire stop sleeves shall be STI EZ-Path series 33.

E. Horizontal cable pathway locations fewer than 20 cables EMT sleeve with UL listed system for firestopping is acceptable. Caulks and sealants shall be as manufactured by STI, Hilti, 3M, Nelson, or approved equivalent.

F. Fill ratio for fire stop EMT sleeves shall not exceed 20% fill capacity.

2.6 CABLE MANAGEMENT

A. Horizontal Cable Management for Racks, Frames or Cabinets

1. Place horizontal cable managers above and below each patch panel in each rack/cabinet. The horizontal cable manager will guide patch/equipment cords between the vertical cable manager and individual network port connections.

2. Provide 2 RMU of horizontal cable management above and below every patch panel. Cables must be able to access the cable manager so that no ports are blocked by the cables.

3. The manufacturer will state estimated cable fills for the cable manager in the product data sheet.

4. The horizontal cable manager will match the rack-mount width of the racks/cabinets.

5. The horizontal cable manager will attach to the front or rear of the rack/frame/cabinet with screws and will be sized to fit within standard EIA-310-D (1-3/4” high RMU) rack-mount spacing. The manufacturer of the horizontal cable manager will sell compatible racks/cabinets.

6. The horizontal cable manager will be a single-sided C-shaped trough with a cover. The single-sided trough will have a slot or holes at the rear to facilitate front-to-rear cabling through the horizontal manager. The front of the cable manager will have T-shaped cable guides along the top and bottom surfaces of the cable manager. Evenly spaced cable openings in between the T-shaped cable guides will allow cables to enter/exit the cable manager into the rack-mount space. The openings will have rounded edges to protect cables. The cover will be removable, hinged to open up or down and will snap on to secure the cover in the closed position.

7. The horizontal cable manager will be delivered individually boxed, and available in several widths and heights as specified below and in the contract documents.

8. The horizontal cable manager shall be manufactured from sheet aluminum and composite materials.

9. Finish shall be epoxy-polyester hybrid powder coat paint in the color as specified below and in the contract documents. Edge-protectors, T-shaped cable guides and latch hardware is black.

10. Product: Chatsworths Products, Inc. (CPI), Universal Horizontal Cable Manager: Part Number 30130-719, Universal Horizontal Cable Manager, Single-Sided, 19” Wide x 2 RMU x 5” Deep, Black or approved equal

11. Product: Chatsworths Products, Inc. (CPI), Universal Horizontal Cable Manager: Part Number 30139-719, Universal Horizontal Cable Manager, Single-Sided, 19” Wide x 1 RMU x 5” Deep, Black or approved equal

2.7 IDENTIFICATION PRODUCTS

A. Comply with ANSI/TIA-606-C and UL 969 for labeling materials, including label stocks, laminating adhesives, and inks used by label printers.

B. Comply with requirements in Division 26 Section "Electrical Identification."

PART 3 - EXECUTION

3.1 NON-CONTINUOUS CABLE SUPPORTS

A. Installation and configuration shall conform to the requirements of the current revision levels of ANSI/ /TIA Standards 568 & 569, NFPA 70 (National Electrical Code), applicable local codes, and to the manufacturer’s installation instructions.

B. Do not exceed load ratings specified by manufacturer.

C. Adjustable non-continuous support sling shall have a static load limit of 100 lbs.

D. Follow manufacturer’s recommendations for allowable fill capacity for each size non-continuous cable support.

E. Bridle rings shall not be used for telecom cable support.

3.2 WIRING METHODS

A. Wiring Method: Install cables in raceways, J hooks, and cable trays except within consoles, cabinets, desks, and counters. Conceal raceway and cables accessible ceilings, walls, and floors except in unfinished spaces.

B. Install plenum cable in environmental air spaces, including plenum ceilings.

C. Wiring within Enclosures: Bundle, lace, and train cables to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Provide and use lacing bars and distribution spools.

D. Comply with BICSI TDMM for layout and installation of communications equipment rooms.

E. Provide equipment frames and ladder racking as outlined in telecommunications series drawings.

3.3 INSTALLATION OF CABLES

A. Comply with NECA 1.

B. General Requirements for Cabling:

1. Comply with ANSI/TIA-568.2-D and ANSI/TIA-568.3-D.

2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."

3. Install 110-style IDC termination hardware unless otherwise indicated.

4. Terminate conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, cross-connects, and patch panels.

5. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.

6. Cables shall not be painted or exposed to any other building adhesives, paint, coatings, or other foreign agents.

7. Install lacing bars to restrain cables, to prevent straining connections, and to prevent bending cables to smaller radii than minimums recommended by manufacturer.

8. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Install lacing bars and distribution spools.

9. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.

10. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.

11. In the communications equipment room, install a 10-foot long service loop on each end of cable.

12. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.

C. F/UTP Cable Installation:

1. Comply with ANSI/TIA-568.2-D.

2. Do not untwist UTP cables more than 1/4 inch from the point of termination to maintain cable geometry.

3. Terminate patch panels and outlets to a pin/pair assignment as directed by owner.

D. F/UTP Patch Cords

1. Provide modular cords required to connect LAN switches to modular jacks on cross connect panel shall be furnished as part of this solicitation. Quantities should be equal to the total number of network outlets. At the Patch panel location provide patch cable lengths as needed for a neat installation utilizing vertical wire managers. At the user outlets provide 10 foot patch cables for each 8 pin modular connector

E. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.

2. Suspend UTP cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 60 inches apart.

3. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items. The telecom structured cable shall be supported by its own independent support system.

4. Plastic “zip-ties” shall not be used. Cables shall be bundled utilizing plenum rated hook and loop type cable ties.

F. Group connecting hardware for cables into separate logical fields.

G. Separation from EMI Sources:

1. Comply with BICSI TDMM and ANSI/TIA-569-E for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.

2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
   a. Electrical Equipment Rating Less Than 2 kVA: minimum 5 inches
   b. Electrical Equipment Rating between 2 and 5 kVA: minimum 12 inches
   c. Electrical Equipment Rating More Than 5 kVA: minimum 24 inches

3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
   a. Electrical Equipment Rating Less Than 2 kVA: minimum 2-1/2 inches
   b. Electrical Equipment Rating between 2 and 5 kVA: minimum 6 inches
   c. Electrical Equipment Rating More Than 5 kVA: minimum 12 inches

4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
   a. Electrical Equipment Rating Less Than 2 kVA: No requirement
   b. Electrical Equipment Rating between 2 and 5 kVA: minimum 3 inches
   c. Electrical Equipment Rating More Than 5 kVA: minimum 6 inches

5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or HP and Larger: minimum 48 inches

6. Separation between Communications Cables and Fluorescent Fixtures: minimum 5 inches

3.4 INSTALLATION TELECOMMUNICATIONS ROOMS

A. Bundle, lace, and train conductors and cables to terminal points without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.

B. Bond the shield of any shielded cable to the grounding busbar in communications rooms and spaces.

C. Horizontal Cable Managers

1. When more than one horizontal cable manager is used on a rack/cabinet or group of racks/cabinets, use the same make, and style of cable manager on the rack/cabinet or racks/cabinets.

2. The color of the racks and cable managers must match.

3. Attach horizontal cable managers to the rack/cabinet with four screws according to the manufacturer’s installation instructions. Each cable manager should be centered within the allocated rack-mount space (RMU).

4. Horizontal managers will be located so that the number of ports (cables) they support will not exceed the cable fill capacity of the cable manager.

5. Covers should be attached to the cable manager and in the closed position after cabling is complete.

3.5 FIRESTOPPING

A. Comply with requirements in Division 07 Section "Penetration Firestopping."

B. General: Install through-penetration firestop systems in accordance with Performance Criteria and in accordance with the conditions of testing and classification as specified in the published design.

C. Install EZ Path floor grid system for all Telecommunications Room floor penetrations with additional quantity as shown on contract drawings.

D. Install EZ Path Series 44 modules for all Telecommunications Room wall penetrations with additional quantity as shown on contract drawings.

E. Install EZ Path or EMT sleeve where horizontal cables penetrate a fire rated wall.

F. Manufacturer’s Instructions: Comply with manufacturer’s instructions for installation of firestopping products.

G. Comply with ANSI/TIA-569-E, "Firestopping."

H. Comply with BICSI TDMM, "Firestopping Systems" Article.

I. Any penetrations created for the passage of telecommunications which remains vacant at the completion of the installation shall be fire-stopped.

3.6 GROUNDING

A. Install grounding according to BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.

B. Comply with ANSI-J-STD-607-C.

C. Bond metallic equipment to the grounding bus bar, using not smaller than No. 6 AWG equipment grounding conductor.

3.7 IDENTIFICATION

A. Identify system components, wiring, and cabling complying with ANSI/TIA-606-C.

B. Comply with requirements for identification specified in Division 26 Section "Electrical Identification."

C. Comply with requirements in Division 9 Section "Interior Painting" for painting backboards. For fire-resistant plywood, do not paint over manufacturer's label.

D. Cable Schedule: Post in prominent location in each equipment room and Telecommunications Room. List incoming and outgoing cables and their designations, origins, and destinations. Protect with rigid frame and clear plastic cover. Furnish an AutoCad or Revit and PDF electronic copy of final comprehensive schedules for Project.

E. Cable Schedule Spreadsheet: Provide sorted by each equipment room and Telecommunications Room. List incoming and outgoing cables and their designations, origins, and destinations. Furnish in Microsoft Excel final comprehensive schedules for Project.

F. Cabling Administration Drawings: Show building floor plans with cabling administration-point labeling. Identify labeling convention and show labels for Telecommunications Rooms, backbone pathways and cables, entrance pathways and cables, terminal hardware and positions, horizontal cables, work areas and workstation terminal positions, grounding buses and pathways, and equipment grounding conductors. Follow convention of ANSI/TIA-606-C. Furnish Autodesk Revit and PDF – project version -electronic record of all drawings.

G. Cable and Wire Identification:

1. Label each cable within 4 inches of each termination and tap, where it is accessible in a cabinet or junction or outlet box, and elsewhere as indicated.

2. Each wire connected to building-mounted devices is not required to be numbered at device if color of wire is consistent with associated wire connected and numbered within panel or cabinet.

3. Label each terminal strip and screw terminal in each cabinet, rack, or panel.

a. Individually number wiring conductors connected to terminal strips, and identify each cable or wiring group being extended from a panel or cabinet to a building-mounted device shall be identified with name and number of particular device as shown.
b. Label each unit and field within distribution racks and frames.

4. Identification within Connector Fields in Equipment Rooms and Wiring Closets: Label each connector and each discrete unit of cable-terminating and connecting hardware. Where similar jacks and plugs are used for both voice and data communication cabling, use a different color for jacks and plugs of each service.

H. Exposed Riser Cables in j-hooks, Cable Trays and Wire Troughs: Label each cable at intervals not exceeding 15 feet.

I. Labels shall be preprinted or computer-printed type with printing area and font color that contrasts with cable jacket color but still complies with requirements in ANSI/TIA-606-C.

1. Cables use flexible vinyl or polyester that flex as cables are bent.

3.8 SOURCE QUALITY CONTROL

A. Factory test UTP and optical fiber cables on reels according to ANSI/TIA-568.2-D and ANSI/TIA-568.3-D.

B. Factory test UTP cables according to ANSI/TIA-568.2-D.

C. Factory test multimode and singlemode optical fiber cables according to ANSI/TIA-526-14-A and ANSI/TIA-568.3-D.

D. Factory-sweep test coaxial cables at frequencies from 5 MHz to 1 GHz. Sweep test shall test the frequency response, or attenuation over frequency, of a cable by generating a voltage whose frequency is varied through the specified frequency range and graphing the results.

E. Cable will be considered defective if it does not pass tests and inspections.

F. Prepare test and inspection reports.

3.9 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Visually inspect UTP, multi-pair copper and optical fiber cable jacket materials for NRTL certification markings. Inspect cabling terminations in communications equipment rooms for compliance with color-coding for pin assignments, and inspect cabling connections for compliance with ANSI/TIA-568.2-D and ANSI/TIA-568.3-D.

2. Visually confirm cable category marking of outlets, cover plates, outlet/connectors, and patch panels.

3. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.

4. Test UTP copper cabling for DC loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not cross-connection.
   a. Test instruments shall meet or exceed applicable requirements in ANSI/TIA-568.2D. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

5. UTP Performance Tests:
   a. Test for each outlet and MUTOA. Perform the following tests according to ANSI/TIA-568.2-D:
      1) Wire map.
      2) Length (physical vs. electrical, and length requirements).
      3) Insertion loss.
      4) Near-end crosstalk (NEXT) loss.
      5) Power sum near-end crosstalk (PSNEXT) loss.
      6) Equal-level far-end crosstalk (ELFEXT).
      7) Power sum equal-level far-end crosstalk (PSELFEXT).
      8) Return loss.
      9) Propagation delay.
      10) Delay skew.

6. Optical Fiber Cable Performance Tests: Perform optical fiber end-to-end link tests according to ANSI/TIA-568.3-D.

7. Coaxial Cable and Video Signal Performance Tests: Perform coaxial testing according to ANSI/TIA-568.4-D. Tests shall be performed in the following manner to verify correct installation of coaxial cable and video system electronics:
   a. Input Signal @ 450 MHz Output
      Output @ chi. 7
   b. (after pad & equalizer) @450 MHz(175.2 MHz) +6 dBmv (+/- 1 dbmv)
      +40 dBmv after amplifier (+/- 5dbmv)
   c. The output of directional couplers and FFTs shall be at least +9 dBmv.

8. Final Verification Tests: Perform verification tests for UTP and optical fiber systems after the complete communications cabling and workstation outlet/connectors are installed.
   a. Voice Tests: These tests assume that dial tone service has been installed. Connect to the network interface device at the demarcation point. Go off-hook and listen and receive a dial tone. If a test number is available, make and receive a local, long distance, and digital subscription line telephone call.
   b. Data Tests: These tests assume the Information Technology Staff has a network installed and is available to assist with testing. Connect to the network interface device at the demarcation point. Log onto the network to ensure proper connection to the network.

C. Document data for each measurement. Data for submittals shall be printed in a summary report that is formatted similar to Table 10.1 in BICSI TDMM, or transferred from the instrument to the computer, saved as text files, and printed and submitted.

D. Remove and replace cabling where test results indicate that they do not comply with specified requirements.

E. End-to-end cabling will be considered defective if it does not pass tests and inspections.

3.10 DEMONSTRATION

A. Train Owner's maintenance personnel in cable-plant management operations, including changing signal pathways for different workstations, rerouting signals in failed cables, and keeping records of cabling assignments and revisions when extending wiring to establish new workstation outlets.

3.11 REPAIR/RESTORATION

A. Protect adjacent surfaces. Repair damage to any surfaces occurring as a result of the work of this section. Repair of surfaces shall include re-painting in accordance with Division 09 section “Painting.”

3.12 CLEANING

A. At the completion of the system, restore aspects of the project site to its former condition. Remove daily waste and excess materials, rubbish debris, tools and equipment resulting from or used in the services provided under this contract. Remove trash from all work areas. Do not use dumpsters or trash disposal without prior approval.

END OF SECTION 27 10 00

SECTION 27 51 16 – AUDIO SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Complete and functioning operational audio systems, including:

1. Head-end equipment
2. Loudspeakers

1.2 RELATED DOCUMENTS

A. ACCC Audio Renovations Design Narrative authored by Convergent Technologies Design Group, Inc. (CTDG)

B. The AV-Series Contract Drawings.

C. Division 26 Electrical Sections for any modifications to power receptacle outlets, interconnecting wiring for these circuits and electrical breaker panels powering the audio equipment.

1.3 REFERENCES

A. Building Industry Consulting Services International (BiCSi),"Telecommunications Distributions Methods Manual," Twelfth Edition.

B. Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) -568A, "Commercial Building Telecommunications Wiring Standard"

C. EIA/TIA -569, "Commercial Building Standard for Telecommunications Pathways and Spaces"

D. EIA/TIA-606, “Administration Standard for the Telecommunications Infrastructure of Commercial Buildings”

E. EIA/TIA-607, “Commercial Building Grounding/Bonding Requirements”

F. National Fire Protection Agency (NFPA) 70 - National Electrical Code (NEC), 2002

G. Institute of Electrical and Electronic Engineers (IEEE) 802.3 Carrier Sense Multiple Access with Collision Detection (Ethernet and 10BASE-T)

H. Federal Communications Commission (FCC), Title 47, Code of Federal Regulations, Part 68.

I. National Institution for Communications Engineering Technology (NICET)

J. International Communications Industry Association (ICIA).

1.4 DEFINITIONS

A. The term “NIC” shall refer to material and work which is Not In Contract and for which the Installer is not responsible except as otherwise detailed herein.

B. The term “OFE” shall refer to “Owner Furnished Equipment” which will be provided by The Owner. Be responsible for installing and integrating this equipment as detailed herein.

C. The term “OFCI” shall refer to “Owner Furnished Contractor Installed” Equipment which will be provided by The Owner. Be responsible for installing and integrating this equipment as detailed herein.

D. The term “shall” is mandatory; the term “will” is informative; the term “should” is advisory; and the term “provide” means furnish and install.

E. The term “Installer/ Contractor” refers to the successful A/V vendor/installer.

F. The term “Consultant” refers to Convergent Technologies Design Group, Inc.

G. The term “Bidder” refers to a qualified firm intending to tender a bid on the systems described herein.

H. The term “Construction Manager” or “GC” refers to the representative responsible for general building construction and onsite coordination between sub-contractors.

1.5 BID PROPOSALS

A. Itemized Bid Response

1. Each piece of equipment shall be individually priced and submitted with Bid Proposals. Provide itemized bid response to include equipment description, manufacturer, model number, unit price, and quantity on a per room basis. All equipment prices shall reflect required modifications and accessories as needed for a complete and functioning system.
2. Non-equipment charges shall be outlined separately as a single line item on a per room basis. A sum of the audio system total cost shall be provided with the bid proposal.

B. Contractor Qualification

1. Demonstrate at least three (3) years experience in the fabrication, programming, assembly, and installation of audio presentation and remote control systems of similar magnitude and quality as specified for the subject job. Submit documentation to this effect with the bid response. Be an authorized sales and service center for all listed components and offerings in this specification.
2. References: Furnish no less than three (3) references for installations of similar size (dollar amount & quantity of spaces receiving integrated technology) and scope, performed throughout the same region of the project area within the past three (3) years. At a minimum, reference information will include the reference company or institute name, contact person’s name and title, telephone number, address, and detailed project description, project manager’s name, and contact information of the organization that is responsible for day-to-day operation of the audio installation.

C. Alternate Proposals

1. Any proposed alternate equipment choices should be requested in writing by the contractor prior to the proposal submission for approval. Each item on the alternate equipment list must be accompanied by catalog cut sheets and technical specifications.

D. Non-Equipment Charges, Including but not be limited to:

1. Engineering: Including all required design drawings, run sheets, instruction manuals, console layout, step-by-step user guide, etc.
2. Pre-Installation: Work performed on the Installer's premises including all fabrication, modification, assembly, rack wiring, etc.
3. Installation: Including all on-site installation and wiring, shop drawing, coordination and supervision, testing, checkout, Owner training, etc., performed on the Owner's premises.
4. General and Administrative: Including all shipping, insurance, and guarantees.

E. Owner Furnished Equipment (OFE, OFCI)

1. Identify any Owner Furnished Equipment assumed in the Bid Proposal to be installed and integrated under this contract. Identify all assumed Owner Furnished equipment within each room/space type that will be required to complete the Audio systems installation.

F. State of the Art Development

1. Supply only the manufacturer's latest developed product. In cases where product development surpasses the criteria of the specification, inform the Architect and make the newer product available to the project at no additional cost. In no case shall discontinued or obsolete equipment be acceptable. The same requirement applies to software programs developed/updated during the warranty period.
2. Should a manufacturer discontinue a specified product, provide the manufacturer's recommended replacement at no additional cost to the owner. Should the manufacturer have no direct replacement product, Audio contractor shall propose a product of equal or greater specification from an alternate manufacturer at no additional cost to the owner.
3. Should a product recall by a specified manufacturer require temporary or permanent replacement of a product specified under this section, notify the Architect at the earliest possible time and arrange to replace the product in question as quickly as possible.

   a. Equipment found defective or subject to recall prior to scheduled installation shall not be delivered to the jobsite.
   b. Equipment defect or intended recall shall not relieve the Audio Contractor from any contractual obligations with regard to delivery schedule of product.
   c. Under no circumstances shall arrangement for alternate product require the Owner to accept superseded equipment except on a temporary basis.

G. Service Contract

1. Submit the costs for a one-year service contract, renewable for up to three years, which shall commence with the completion of the two-year warranty period. These contracts shall be fixed-cost, and can be accepted at the option of the Owner.
2. The service contract shall include all of the services provided during the warranty period, including complete replacement or repair of defective equipment.

1.6 SYSTEM DESCRIPTION

A. Provide a complete and functioning paging system inclusive of all hardware and software to meet or exceed the performance features outlined in this document. Refer to the ACCC Audio Upgrades report for additional information.

B. Provide add-alternate pricing for the replacement of all loudspeaker cabling for review and approval.

C. Design Standards: The owner's goal is to replace all ceiling mounted audio loudspeakers, and the associated processing and amplification electronics with the most currently available direct-replacement model numbers. Another goal is to maintain the same patching and control configurations that are existing.

   1. Installing the system in a manner that will comply with BiCSi, ICIA and routing of all audio and control cabling elements of the final design in a subtle, unobtrusive manner to maintain the architectural and visual integrity of the building.
   2. All above finished ceiling (AFC) audio equipment shall be secured to building structure.

D. Performance Standards: Unless restricted by the published specifications of a particular piece of equipment, or unless otherwise required, the following minimum performance standards shall be met by each system:

   1. Audio:

      a. S/N (including crosstalk and hum): 75 dB minimum.
      b. Total Harmonic Distortion: 0.5% maximum from 30 Hz to 15,00Hz.
      c. Frequency Response: Flat within +1.0 dB, 30 Hz to 15,000Hz.

   2. Performance Test Signal Paths: The signal paths for the above Performance Standards shall be as follows:

      a. Audio: From any and all source inputs (for microphones, audiotape units, etc.) through all audio processing, audio distribution amplifiers (ADA), mixers, switchers, etc., to all signal destinations.

1.7 SUBMITTALS

A. Submittal data is to be submitted as a complete, single digital file. All documents shall be clearly legible. Each submittal shall contain the below in the following order:

   1. Cover Sheet.

a. Include name of supplying contractor and project name.

2. Detailed Bill of Materials.

   a. Include a listing of: component quantities, equipment manufacturers, model numbers, and description of each component being supplied, and the specification paragraph or drawing sheet that corresponds to the product. Failure to provide this information will result in the rejection of submittals.

3. Product Data.

   a. Include a catalog sheet per product of equipment listed in the Detailed Bill of Materials, in the exact order as the Detailed Bill of Materials. Each catalog sheet shall describe mechanical, electrical and functional equipment specifications. The catalog sheet must also include an image of the product. Photocopy duplications of the manufacturer's original equipment catalog sheets will be allowed as long as they provide adequate clarity of both the printed word and graphics/pictures. If more than one product is shown on the catalog sheet the intended product must be denoted by either an arrow or highlight.

4. Authorized Distributor Certificate.

   a. Recently dated (within one year from submittal date) support letter from manufacturer stating that the supplying contractor is an Authorized Distributor of the product being supplied.

B. Shop Drawings: Prior to fabrication submit contractor generated drawings for approval for all supplied systems. These drawings shall include, but are not limited to, the following:

1. Title Sheet & Symbols Legend
2. All panels, plates, and designation strips, including details relating to terminology, engraving, finish and color.
3. All equipment racks, cabinets, consoles, tables, carts, support bases, and shelves.
4. Schematic, system functional block drawings.
5. Resubmission of contract drawings is unacceptable.
6. All unusual equipment modifications.
7. Front mechanical drawings of each equipment rack.
8. Equipment location drawings.
9. Cable labeling plan.
10. Floor Plans, RCPs and Elevations: Show planned location for all elements and cable routing. Drawings should be at project standard scale and clearly legible.

C. Form

1. Submit all materials for review as described above, specifically referenced to the Specification paragraph number (where applicable).

   a. Submit all drawings on sheets of one size, preferably the project standard size.
   b. On submittal drawings, maintain 3/32" minimum lettering height. Submittals with text less than 1/16" in height may be rejected.

2. Partial Submittals may be rejected. If submitted individually and each in its entirety, the following Submittals shall not be considered partial:

   a. Personnel
   b. Milestones
   c. Conduit Verification Statement and Notifications
   d. As-Built Documentation

3. Product Data and Shop drawings must be submitted together in order to be reviewed.

D. Weekly Reporting

1. Commencing with project award, provide weekly status reporting of milestone task status, anticipated completion date, and related memo notes for the following tasks:

   a. Submittals
   b. Infrastructure verification
   c. Pre-wire status
   d. Equipment Procurement
   e. Shop fabrication
   f. Remote control system design
   g. Installation and Terminations
   h. Field testing and pre-acceptance testing
   i. Final acceptance demonstrations
   j. Owner training
   k. First owner use
   l. Open Coordination Items and Questions

2. See below for a partial example of an acceptable weekly reporting list.

Project:	*Project Name*		
Location:	*Project Location*	Date:	*Form Delivery Date*
Project Manager:	*Project Manager*	Delivered by:	*Form Delivered By*

		Projected Completion:	Status:	Notes:
Infrastructure Verification:		*6/1/2011*	*Complete*	
Submittals:				
	Product Data	*8/1/2011*	*Complete*	
	Drawings	*8/1/2011*	*Complete*	
	Personnel (etc.)	*8/1/2011*	*Complete*	
RFIs:				
	12	*8/25/2011*	*Received*	*Implementing*
	178	*9/6/2011*	*Pending*	*Projector Screen Clearances*

Installation Status by Space

Room			Equipment				
Name	Number	Pre-Wire	Order	Receive	Install	Test	Notes:
Example 1	*105*	*100%*	*100%*	*100%*	*60%*	*0%*	*Re-programming*
Example 2	*135*	*100%*	*100%*	*100%*	*90%*	*0%*	*Other Notes Here*

E. Personnel

1. Provide, in writing, within two weeks after award of Contract, the names, mailing address, phone numbers with extensions, email addresses and paging service numbers (if available) of the following project personnel:

   a. Project Manager
   b. Lead Systems Engineer
   c. Field Foreman
   d. Remote Control System Programmer

F. Conduit Verification

1. Within four weeks after award of Contract, submit statement confirming that Contractor has reviewed the conduit system as designed in building construction documents and, where applicable, as built.
2. Notify Consultant, General Contractor, Architect or Electrical Contractor of deficiencies or inadequacies, if any, in conduit system design or installation. If none, so indicate.
3. Absent conduit verification by Contractor and after installation of conduit as designed, Contractor shall assume costs of equipment, materials, labor and engineering, including services of owner's representative(s) in designing and/or verifying revised wiring approach(es) as relate to providing a fully functional system using conduit as designed or as revised at the discretion of the owner.

1.8 CLOSEOUT SUBMITTALS

A. At the completion of the installation, but before Final Acceptance, provide for review and approval the following:

1. Operation and Maintenance Manuals:

   a. Equipment manufacturer's operation and service manuals for each make and model of equipment.
   b. System Operation Manual. Produce a manual specifically for the subsystems detailed herein. The manual shall describe all procedures necessary to activate each system to provide for the functional requirements, except as specifically excluded by the Owner. This section shall provide a simple "How-to" users guide for the procedures needed to operate the system. This document shall contain a section on operating the systems equipment in the event of control system failure. Control system touch panel layouts shall be accompanied by narrative text describing "step-by-step" function engagement.

2. Warranty

   a. Provide list and dates of activation of equipment warranties
   b. Provide original manufacturers' certificates.

3. As-built Drawings

   a. Include contractor generated (mark-up of contract documents is not acceptable) digital record diagrams for all systems including, but not limited to:

      1) Schematic wiring diagrams with cable markings.
      2) Internal wiring diagrams of the equipment rack cabinets.
      3) Custom equipment modifications.
      4) Final test results and nominal settings for all adjustable controls.

4. Software Passwords

   a. Software Passwords Schedule (i.e., a spreadsheet listing the manufacturer, model number and location in the Facility, of each piece of audio equipment, the software for which is password-protected).
   b. Provide to Owner's Representative as a secure document separate from Operating and Maintenance Manuals and As-Built Drawings.

5. Editable Control System Code

   a. Provide the final control system code in an editable format.

6. Laminated Instruction Cards

   a. Provide 8 ½ x 11 Instruction cards, approved by the Owner. Laminate step-by-step instructions outlining system operations for each room that has an Audio system. Provide editable file of card to Owner.

1.9 QUALITY ASSURANCE

A. Demonstrate at least three- (3) years experience in the fabrication, programming, assembly, and installation of audio paging and intercom systems of similar magnitude and quality as specified for the subject job. Submit documentation to this effect with the bid response. Be authorized sales and service center for all listed components and offerings in this specification.

B. References: Furnish no less than three (3) references for installations of similar size (dollar amount & quantity of spaces receiving integrated technology) and scope, performed throughout the same region of the project within the past three (3) years. At a minimum, reference information will include the reference company or institute name, contact person's name and title, telephone number, address, and detailed project description, project manager's name, and contact information of the organization that is responsible for day-to-day operation of the audio system installation.

C. Submit (via email) to the construction manager and consultant, weekly progress reports detailing audio system installation progress and key milestones dates as per the installation schedule.

D. State of the Art Development

1. Supply only the manufacturer's latest developed product. In cases where product development surpasses the criteria of the specification, inform the Architect and make the newer product available to the project at no additional cost. In no case shall discontinued or obsolete equipment be acceptable. The same requirement applies to software programs/firmware updates developed/updated/released during the warranty period.
2. Should a manufacturer discontinue a specified product, provide the manufacturer's recommended replacement at no additional cost to the owner. Should the manufacturer have no directly replacement product, contractor shall propose a product of equal or greater specification from an alternate manufacturer at no additional cost to the owner.
3. Should the product recall by the manufacturer require temporary or permanent replacement of a product specified under this section, notify the Architect at the earliest reasonable time and arrange to replace the product in question at the earliest possible time.

a. Equipment found defective or subject to recall prior to scheduled installation shall not be delivered to the jobsite.
b. Equipment defect or intended recall shall not relieve the Contractor from his contractual obligation with regard to delivery schedule of product.
c. Under no circumstances shall arrangement for alternate product necessarily require the Owner to accept superseded equipment except on a temporary basis.

E. During the warranty period, advise the Owner in writing each time any software program/firmware update is released, giving the Owner the opportunity to upgrade the software/firmware should they so desire.

1.10 DELIVERY STORAGE AND HANDLING

A. Delivery:

1. Supply, transport, deliver, unload, move to the installation location, unpack, place, assemble, secure, connect, and install all equipment needed to complete the installation.

Be responsible for transportation, parking, delivery, and on-site storage of the system's equipment. Be responsible for all transportation of personnel to and from the site.

2. Reconfirm before delivery that hallways, stairways, passages, doorways, rooms, entries, elevators and foyers are of sufficient size to accommodate the passage and installation of the equipment and systems. Off-site pre-staging of goods is encouraged.
3. The Owner's acknowledgment of delivery of goods and any payment made on account of such delivery shall not constitute acceptance (partial or otherwise) and shall not diminish obligations as specified.
4. The actual dates of delivery shall be under the absolute control of the Owner. The dates and times for delivery/installation are critical to the successful completion of the project. Deliveries shall normally be accepted only Monday through Friday 8:00 a.m. to 4:00 p.m. In the event it becomes necessary for goods to be installed outside these hours comply with the instructions of the Owner. Deliveries attempted outside these hours without prior consent of the Owner may be turned away. Comply with all instructions of the Owner and the Contractor concerning time of arrival at the site; which entrance shall be utilized for delivery; routes to be taken to reach the installation location; and other matters relating to the orderly and timely installation of the system.

1.11 STAGING

A. Installation shall commence immediately upon delivery of materials to the jobsite, except as directed by Construction Manager. Time required from delivery date to completion of project shall be in accordance with the approved schedules.

1.13 WARRANTY

A. The system warranty shall be for twenty-four (24) months from the date of final acceptance. Provide all equipment, material, and labor required to uphold a full system warranty at no charge to the Owner. All manufacturers' equipment warranties shall be activated in the Owner's name and shall commence on the date of final acceptance. In the case of modified equipment, the manufacturer's warranty is normally voided. In such cases, provide the Owner with a warranty equivalent to that of the original manufacturer.

B. Provide a total of eight (8) one-day visits per year, or a total of sixty-four (64) engineering/ service labor hours to conduct preventive maintenance and the Owner directed system adjustments. Each visit will include cleaning audio heads, checking and replacing cables, and conducting subjective and objective tests of the audio and control systems of the installed audio system. The repair and/or adjust any malfunctioning components located by the technician during this testing. Include control system programming updates and modifications as part of this service contract, providing an updated editable copy of the source code.

C. Provide a service telephone number, staffed by a qualified technician familiar with the equipment installed by the vendor in the Owner Facility. Staff this number during normal business hours.

D. Respond with an on-site technician within 24-hours of a service call (including Saturdays and Sundays) for all equipment and system failures.

E. There shall be no cost to the Owner for maintenance performed during the warranty period beyond the fixed cost of the contracts.

F. Coordinate and provide updates to the control system code & control panel layouts based on owner feedback of desired functionality.

G. Replace or repair, at no cost to the owner, any failed equipment hardware or software installations required to provide full system operations.

1.14 MAINTENANCE

A. Service Contract: Submit the costs for a one-year service contract, renewable for up to three years, which shall commence with the completion of the two-year warranty period. These contracts shall be fixed-cost, and can be accepted at the option of the Owner. The service contract shall include all of the services provided during the warranty period, including complete replacement or repair of defective equipment.

PART 2 - PRODUCTS

2.1 PRODUCTS AND MANUFACTURERS

A. Equipment Lists: Refer to the following for materials and equipment required to complete the work of this Section.

B. Include all cable, connectors, receptacles, plates, terminations, and miscellaneous hardware required to install a complete and working paging system as specified.

C. Audio Digital Signal Processor

1. Provide I/O Cards for 12 Mic/Line Inputs each
2. Provide I/O Cards for 4 Line outputs each
3. Product: BSS Audio Soundweb London Blu-806DA

D. Audio Amplifier

1. Product: Crown Audio CDi 4|300DA

E. Loudspeakers

1. 8” Loudspeaker product: JBL Control 328CT
2. 12” Loudspeaker product: JBL Control 322CT

PART 3 - EXECUTION

3.1 ACCEPTABLE INSTALLERS

A. Designate to the Owner in writing, the responsible person who shall ensure timely and consistent communication with the Owner on progress of the contract. The designated representative shall have full knowledge of all engineering and production procedures and shall report status of the installation and upcoming work plans to the Owner's Project Manager and consultant on a weekly basis. Project manager shall have successfully managed not less than two (2) projects of similar size and scope as defined in previous sections. Bid submission shall detail the percentage of time that the project manager and other key personnel will be involved with the project.

3.2 EXAMINATION

A. Schedule and conduct site inspections to confirm audio systems pathways (conduit, boxes, power, blocking, backing, installation locations) prior to equipment installation. Timing of these visits shall be coordinated with the owner.

B. Test all existing cabling prior to installation, ensure all cabling connections will be sufficient for the new audio equipment.

3.3 PREPARATION

A. Where the work is to be installed, wired to, fitted to, attached to, or in any manner integrated with the work of another Trade Contractor or General Contractor, advise the Owner in sufficient time to permit the installation, fitting, attachment, or integration of said work in an orderly manner. The Owner shall furnish the other firms details and instructions required to complete their work. Where the work of another contractor is to be installed in, wired to, fitted to, attached to, or in any manner integrated with your work, coordinate with the other trades in a timely manner.

3.4 INSTALLATION

A. General:

1. All installation work shall be in accordance with, but not limited to, this specification and drawings. Work practices shall be performed in accordance with applicable standards, requirements, and recommendations of Federal and Local authorities having jurisdiction.
2. All discrepancies discovered and any discrepancies which are apparent at the date of submission of bids, shall be immediately corrected without additional charge to the Owner.
3. Clearly label all user controls for intended use and nominal setting. These labels shall be engraved and filled, or equal. Note: "Dymo" labels are not acceptable.
4. All equipment to be rack mounted shall be supplied with the appropriate rack mount kits.

B. Physical Installation:

1. All equipment shall be firmly secured in place unless requirements of portability dictate otherwise. Unless granted specific permission by the Owner, install and secure all boxes, equipment, etc., plumb and square.
2. Fastenings, mounting brackets and supports shall be adequate to support their loads with a safety factor of at least three (3). A safety chain or cable will be tied to all equipment suspended from above.
3. In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall aesthetic factors.

3.5 CABLE INSTALLATION

A. General: Because of the great number of possible variations in grounding systems, follow good engineering practice, as outlined above, and to deviate from these practices only when necessary to minimize crosstalk and to maximize signal-to-noise ratios in the audio systems. Inform the Consultant and the Owner in the event that there is a deviation from the standard grounding practices needed in order to meet system design guidelines prior to actually performing the work.

B. All cables, regardless of length, shall be marked with wraparound cable markers at both ends. There shall be no unmarked cables at any place in the system. Marking codes used on cables shall correspond to codes shown on “as-built” drawings and/or run sheets. The labeling and numbering system will be coordinated with the Owner.

C. All microphones shall include a 30ft. patch cable with heavy-duty jacket and XLR connectors.

D. Loudspeakers operating @ 8 ohms shall be installed with 12AWG cable as a minimum size/ diameter.

E. Wall box I/ O panels shall be installed with audio line drivers on runs exceeding 35ft.

F. All cabling shall be neatly strapped, dressed, and adequately supported. Any exposed cabling shall be neatly enclosed in a protective covering.

G. Terminal blocks, boards, strips, or connectors shall be furnished for all cables, which interface, with racks, cabinets, consoles, or equipment modules. All audio signal lines shall be balanced at audio I/O plates. Provide ninety (90) degree connector adapters for all audio cabling at custom audio I/O plates.

H. All cables shall be grouped according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed for the following cables:

1. Power cables
2. Data/voice cables (when applicable)
3. Audio cables carrying low level signals
4. Audio cables carrying line and high level signals
5. Control cables (when applicable)

I. Supply cables that meet the overall specifications needed to meet system performance standards. Any cabling installed in walls or ceilings shall be plenum rated. All cables shall be cut to the length dictated by the run plus the required service loop to permit future equipment movement and relocation. For equipment mounted in drawers or on slides, the interconnecting cables shall be provided with a service loop of appropriate length.

J. No cable shall be installed with a bend radius less than that recommended by the cable manufacturer. Notify the construction manager in the event that a field condition interferes with the proper installation of any cables or equipment.

K. Grounding Procedures: In order to minimize problems resulting from improper grounding and to achieve maximum signal-to-noise ratios, the following grounding procedures shall be adhered to:

1. General: Because of the great number of possible variations in grounding systems, follow good engineering practice, as specified herein, and to deviate from these practices only when necessary to minimize crosstalk and to maximize signal-to-noise ratios in the audio, video, and control systems. Inform the Consultant in the event that there is a deviation from the standard grounding practices prior to actually performing the work.
2. System Ground: A single "system ground" shall be established for the system. All grounding conductors shall connect to this system ground. The system ground shall be provided in the equipment rack, and shall consist of a copper bar of sufficient size to accommodate all secondary ground conductors.
3. A copper conductor, having a maximum of 0.1 Ohms total resistance, shall connect the system ground bar to the nearest grounded, metallic electrical conduit of at least 2 inches in diameter. Be responsible for determining if the metallic conduit is properly electrically bonded to the building ground system, and shall show the grounding path of a document that is provided with the system documentation.
4. Secondary system grounding conductors shall be provided from all ungrounded equipment in each area, to the primary system grounding point for the area. Each of these grounding conductors shall have a maximum of 0.1 Ohms total resistance.
5. Under no conditions shall the AC neutral conductor, either in the power panel or in a receptacle outlet, be used for a system ground.

L. Audio Cable Shields: All balanced audio cable shields shall be grounded at one point only. For ungrounded portable equipment, such as microphones, the shield shall be connected at both ends but grounded at only one end.

M. Non-continuous cable supports

1. Audio paging and intercom cables shall be supported AFC with adjustable non-continuous cable supports.
2. Non-continuous cable supports shall provide a bearing surface of sufficient width to comply with required bend radii of audio cables.
3. Non-continuous cable supports shall have flared edges to prevent damage while installing cables.
4. Non-continuous cable supports shall have an electro-galvanized or G60 finish and shall be rated for indoor use in non-corrosive environments.
5. Installation and configuration shall conform to the requirements of the current revision levels of ANSI/ EIA/TIA Standards 568 & 569, NFPA 70 (National Electrical Code), applicable local codes, and to the manufacturer's installation instructions.
6. Do not exceed load ratings specified by manufacturer.
7. Follow manufacturer's recommendations for allowable fill capacity for each size non-continuous cable support.
8. Non-continuous cable supports shall be ERICO CableCatTM J-hook series or approved equal.

3.6 REPAIR/RESTORATION

A. Any damage to any installed work or product caused by the unpacking, transporting, assembly, connecting, or configuring of the product shall be repaired at no charge to the Owner.

3.7 FIELD QUALITY CONTROL

A. Once installed and the System Checkout is complete, the system shall be tested by the Owner.

1. If the audio paging and intercom system fails to meet the requirements of this document or those stated by the technical documentation, then the Owner shall reject the installed system and the contractor shall be given notice (either oral or in writing) to correct the failure.
2. If unable to overcome repeated performance deficiencies within thirty (30) days, and if requested to do so by the Owner, remove the equipment and replace at no expense to the Owner.
3. No warranties shall begin until the Owner or Consultant has authorized final acceptance in writing.
4. Right to Revoke Acceptance: If any equipment and/or goods which have been previously accepted, specifically or by the making of payment, are found to have defects, damage, deficiencies or fail to conform to the specification, for any cause not attributable to the Owner, the Owner may revoke acceptance.

B. Conduct all pre-acceptance tests: Perform all system performance checks on the installed systems prior to final acceptance testing. The Owner / Consultant, may witness the pre-acceptance tests. The Owner / Architect may inspect and operate system components in order to evaluate installation progress and technical compliance prior to acceptance testing.

C. Contractor System Checkout

1. Perform system checkout before acceptance tests are scheduled. Furnish all required test equipment and perform all work necessary to determine and/or modify performance of the system to meet the requirements of this specification.
2. During performance testing, all equipment shall be operated under standard conditions as recommended by the manufacture.
3. Test all audio and video systems for compliance with the Performance Standards using the following test procedures that follow later in this specification.
4. Maintain documentation of all performance tests for reference by Consultant during the System Acceptance Tests.
5. At the conclusion of the tests, return all equipment settings to previously calibrated positions.
6. Provide written records of all test results in spreadsheet form.
7. Check all control functions, from all controlling devices to all controlled devices, for proper operation.
8. Adjust, balance, and align all equipment for optimum quality and to meet the manufacturer's published specifications. Establish and mark normal settings for all level controls, and record these settings in the "System Operation and Maintenance Manual."
9. Provide testing results and settings for all equipment and systems to the Consultant at least three (3) business days prior to System Acceptance Testing.
10. Provide the Consultant with all test results, manuals, software, as-built documentation, etc. prior to acceptance testing in accordance with the dates and/ or lead-times listed within this document.
11. Inform the Owner and Consultant that the works are ready for System Acceptance Testing by the Consultant. The works shall be considered ready for acceptance testing when the following conditions are met:

a. Contractor has pre-tested all systems such that all sub-systems, functions, software, and equipment are de-bugged and operational
b. Contractor has supplied the Consultant with the written test results and documentation as listed above for all rooms and systems
c. Contractor has supplied the Consultant with manuals, training materials, and other as-built documentation revised to reflect comments and/or revisions arising from the review cycles listed elsewhere within this document

12. Should the systems not be ready for testing by the Consultant at the date(s) and time(s) indicated by the Contractor, system acceptance testing may be rescheduled at the sole discretion of the Consultant. The Contractor shall pay for the labor and expenses of the Consultant and other project team members assembled at the project site for the purpose of system acceptance testing for the date(s) of the original scheduled testing plus the labor and expenses of the Consultant and other project team members for the rescheduled testing date(s). The labor rate for the Consultant shall be a flat rate of $200.00/hour including travel time. Other project team member labor costs shall be at their respective published rates. The PM and/or Owner shall be entitled to deduct any money owed to the Owner, PM, Consultant, or other project team members under this contract from any sum which may become due or is payable to the Contractor under this Contract for the purposes of satisfying the charges listed above.

D. Final Acceptance Test: Testing will be performed with the Owner (or its designees) present to determine that the audio paging and intercom system equipment satisfies the manufacturers' performance specifications and that the audio paging and intercom systems installed satisfactorily performs the functions required by this specification. Conduct formal pre-acceptance tests prior to the Owner's acceptance testing to ensure that the performance and functional specifications are satisfied by the installed system and the system is ready for the Owner's acceptance. The contractor shall verify in the owner's presence that the installed audio system satisfies the performance and functional requirements through formal acceptance testing. The contractor shall be responsible for staging each room to be tested, and shall have sufficient personnel on site to run multiple systems at once (not less than three (3) personnel).

E. Test Equipment

1. Assemble the following test equipment (or equivalent) on site.

a. Audio cable, terminations, adapters, etc
b. Programmable Audio Test Generator

F. Audio

1. Absolute Impedances:

a. Set any speaker level controls at zero attenuation. Measure absolute impedance value of each speaker line at 250, 500, 1000, 2000, 4000 Hz without the amplifier connected but with all speakers connected. Impedance must not be below the rated load impedance of respective amplifier and may be any value equal to or above that. Check resistance of lines to all speakers and microphone receptacles with receptacles open and short-circuited.

2. Hum and Noise Level

   a. Test overall hum and noise, it should be at least 60 dB below rated power output of each amplifier with amplifier controls set for optimum signal to noise and full output and with inputs terminated with proper shielded resistor. (150 and 600 ohms).

3. Parasitic Oscillation and RF Pickup

   a. Set up system for each specified mode of operation.
   b. Use 5 MHZ band with oscilloscope and speaker monitoring.
   c. Check to insure that the system is free of spurious oscillation and RF pickup in the absence of any input signal and also with the system driven momentarily to full output at 160 Hz.

4. Buzzes, Rattles, Distortions:

   a. Apply high quality music signal to the system. Adjust the sound system for frequent peaks at its specified maximum sound pressure level.
   b. Apply sine-wave sweep from 50 to 5,000 Hz to 6 dB below full amplifier power.
   c. In both cases, listen carefully for buzzes, rattles and objectionable distortion.
   d. Correct all causes of such defects. If cause is not from system, promptly notify the architect indicating cause and suggested corrective procedures.

5. Equalize all audio systems for maximum gain before feedback in all room configurations.
6. Record all systems settings for inclusion into systems manuals

G. Qualification Methods: Three methods will be used to qualify the Audio system for acceptance.

   1. Inspection - A critical observation of qualifying factors, such as quality of workmanship, equipment placement, routing of cables, adequacy of technical documentation, etc., that do not lend themselves to demonstration or measurement.
   2. Demonstration - A process of showing by reason or evidence that a given condition clearly satisfies the requirement.
   3. Measurement - A process of determining the actual dimension, capacity, or amount of something, by measuring using calibrated standards.

END OF SECTION 27 51 16

AUDIO SYSTEMS SYMBOLS LEGEND

SYMBOL:	DESCRIPTION	BACKBOX	CONDUITS
L2	NEW 8" CEILING LOUDSPEAKER IN ACT	CUSTOM BACKBOX	N/A
L2	NEW 8" CEILING LOUDSPEAKER IN GWB	CUSTOM BACKBOX	EXISTING
L3	NEW 12" CEILING LOUDSPEAKER	CUSTOM BACKBOX	VARIES
VC	EXISTING-TO-REMAIN AUDIO INPUT WALL PLATE	EXISTING	EXISTING
	EXISTING CONDUIT RUNS BETWEEN LOUDSPEAKERS	EXISTING	ONE (1) 1-1/4" EC

ABOVE CEILING AT EACH AUDIO INPUT WALL PLATE LOCATION: PROVIDE TWO (2) NEW CAT6A CABLES FROM NEW 48-PORT PATCH PANEL(S) ON EXISTING RACK IN NEAREST TELECOM ROOM AS DESIGNATED ON PLAN DRAWINGS. COORDINATE DIRECTLY WITH OWNER FOR EXECUTION OF CABLING SCOPE IN THE TELECOM ROOMS. COORDINATE EXISTING PATHWAYS IN THE FIELD.
AT THE STATION SIDE, TERMINATE CABLING ABOVE CEILING IN BISCUIT JACK WITH 20FT SERVICE LOOP.

AUDIO SYSTEMS SHEET LIST

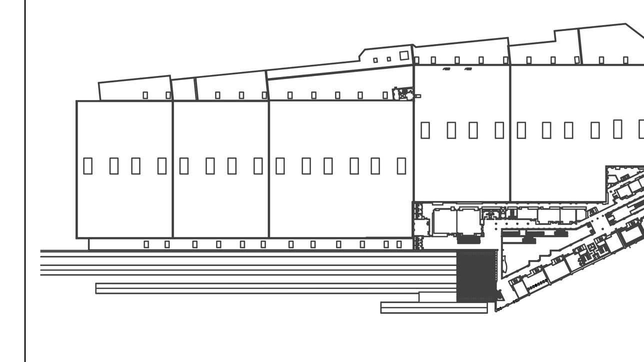
SHEET NUMBER	DRAWING TITLE
AV0.1	AUDIO SYSTEMS TITLESHEET
AV1.1A	LEVEL 1 AREA A - AUDIO SYSTEMS PLAN
AV1.1B	LEVEL 1 AREA B - AUDIO SYSTEMS PLAN
AV1.2A	LEVEL 2 AREA A - AUDIO SYSTEMS PLAN
AV1.2B	LEVEL 2 AREA B - AUDIO SYSTEMS PLAN
AV1.3A	LEVEL 3 AREA A - AUDIO SYSTEMS PLAN
AV1.3B	LEVEL 3 AREA B - AUDIO SYSTEMS PLAN
AV1.4A	LEVEL 4 AREA A - AUDIO SYSTEMS PLAN
AV1.4B	LEVEL 4 AREA B - AUDIO SYSTEMS PLAN
AV3.1	AV RACK ELEVATION
AV4.1	AUDIO SIGNAL FLOWS

SHEET NOTES

1. ALL CONDUIT, BACKBOXES, AND AC POWER REQUIREMENTS SHALL BE VERIFIED IN THE FIELD PRIOR TO INSTALLATION OF NEW EQUIPMENT.
2. FIELD VERIFY ALL LOUDSPEAKER LOCATIONS AND QUANTITIES.
3. PROVIDE NEW CEILING LOUDSPEAKERS AT ALL EXISTING LOCATIONS, CONTRACTOR TO TEST AND VERIFY ALL AUDIO CABLING CONNECTIONS AND REPLACE AS REQUIRED FOR A COMPLETE AND FUNCTIONING SYSTEM.
4. COORDINATE LABELING REQUIREMENTS WITH OWNER.

ABBREVIATIONS

AFC	=	ABOVE FINISHED CEILING
AFF	=	ABOVE FINISHED FLOOR
AV	=	AUDIOVISUAL
EC	=	ELECTRICAL CONDUIT
CAT	=	CATEGORY
EF	=	ENTRANCE FACILITY
EMT	=	ELECTRICAL METALLIC TUBING
ENT	=	ELECTRICAL NONMETALLIC TUBING
FMC	=	FLEXIBLE METAL CONDUIT
FMT	=	FLEXIBLE METALLIC TUBING
HC	=	HORIZONTAL CROSS CONNECT
IMC	=	INTERMEDIATE METAL CONDUIT
LFMC	=	LIQUIDTIGHT FLEXIBLE METAL CONDUIT
LFNC	=	LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT
LV	=	LOW VOLTAGE
MC	=	MAIN CROSS CONNECT
MTD	=	MOUNTED
NIC	=	NOT IN CONTRACT
OFCI	=	OWNER FURNISHED CONTRACTOR INSTALLED
OFOI	=	OWNER FURNISHED OWNER INSTALLED
OSP	=	OUTSIDE SERVICE PLANT
POE	=	POWER OVER ETHERNET
RCP	=	REFLECTED CEILING PLAN
RMC	=	RIGID METAL CONDUIT
RNC	=	RIGID NONMETALLIC CONDUIT
SM	=	SINGLE MODE
TR	=	TELECOMMUNICATIONS ROOM
MM	=	MULTI MODE
MTD	=	MOUNTED
W/	=	WITH



N KEY PLAN

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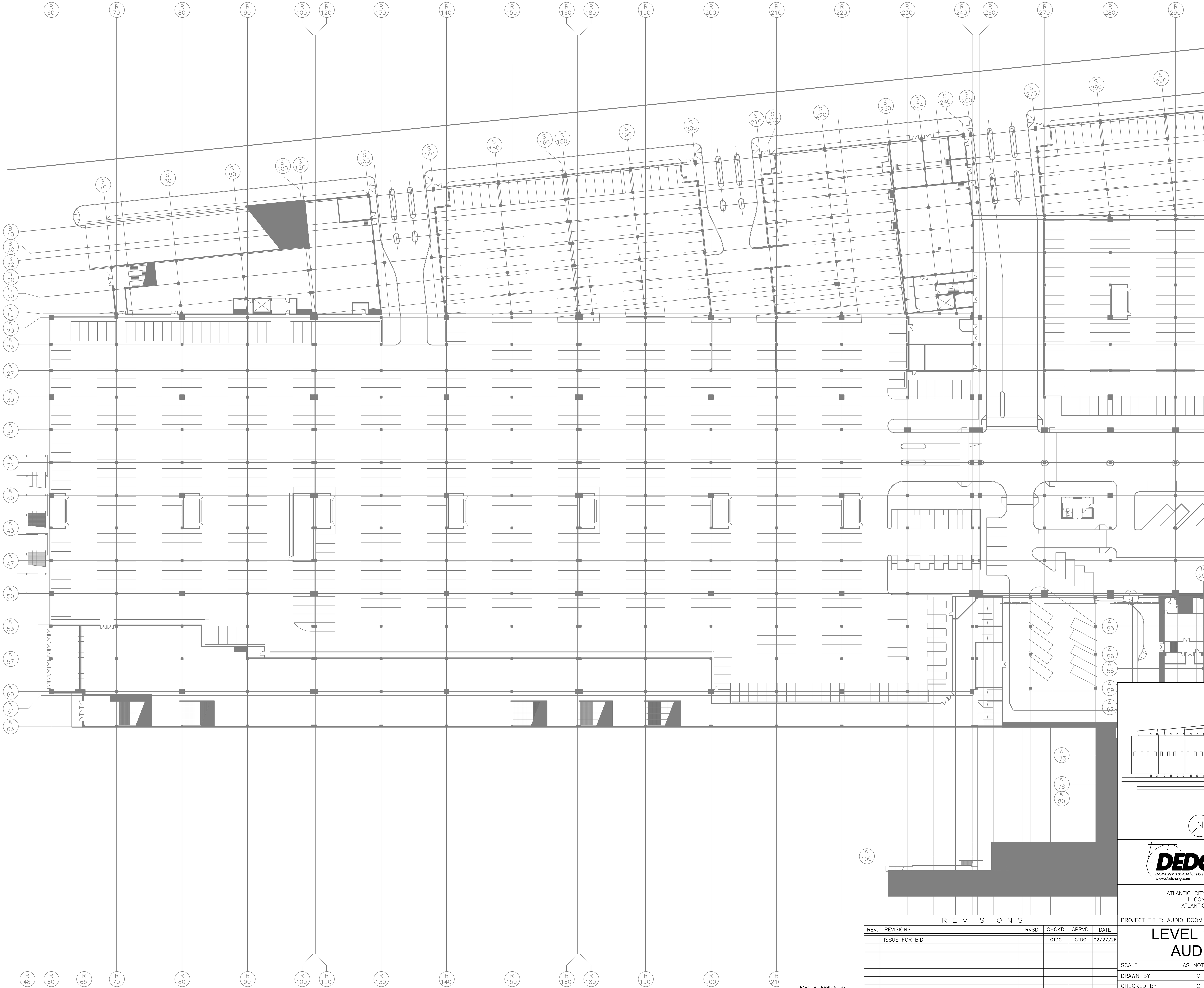
REVISIONS

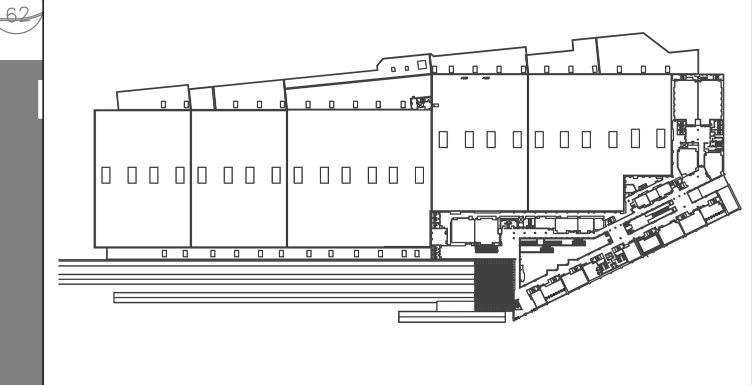
REV.	REVISIONS	RVSD	CHCKD	APRVD	DATE
	ISSUE FOR BID		CTDG	CTDG	02/27/26

PROJECT TITLE: AUDIO ROOM RENOVATION

AUDIO SYSTEM TITLESHEET

SCALE	AS NOTED	DATE	REVISION NO. 0
DRAWN BY	CTDG	02/27/26	AV0.1
CHECKED BY	CTDG	02/27/26	
APPROVED BY	CTDG	02/27/26	





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R E V I S I O N S

REV.	REVISIONS	RVSD	CHCKD	APRVD	DATE
	ISSUE FOR BID		CTDG	CTDG	02/27/26

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NEW JERSEY # 24GE04284000

PROJECT TITLE: AUDIO ROOM RENOVATION

LEVEL 1 - AREA A AUDIO PLAN

SCALE	AS NOTED	DATE	REVISION NO. 0
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CHECKED BY	CTDG	02/27/26	
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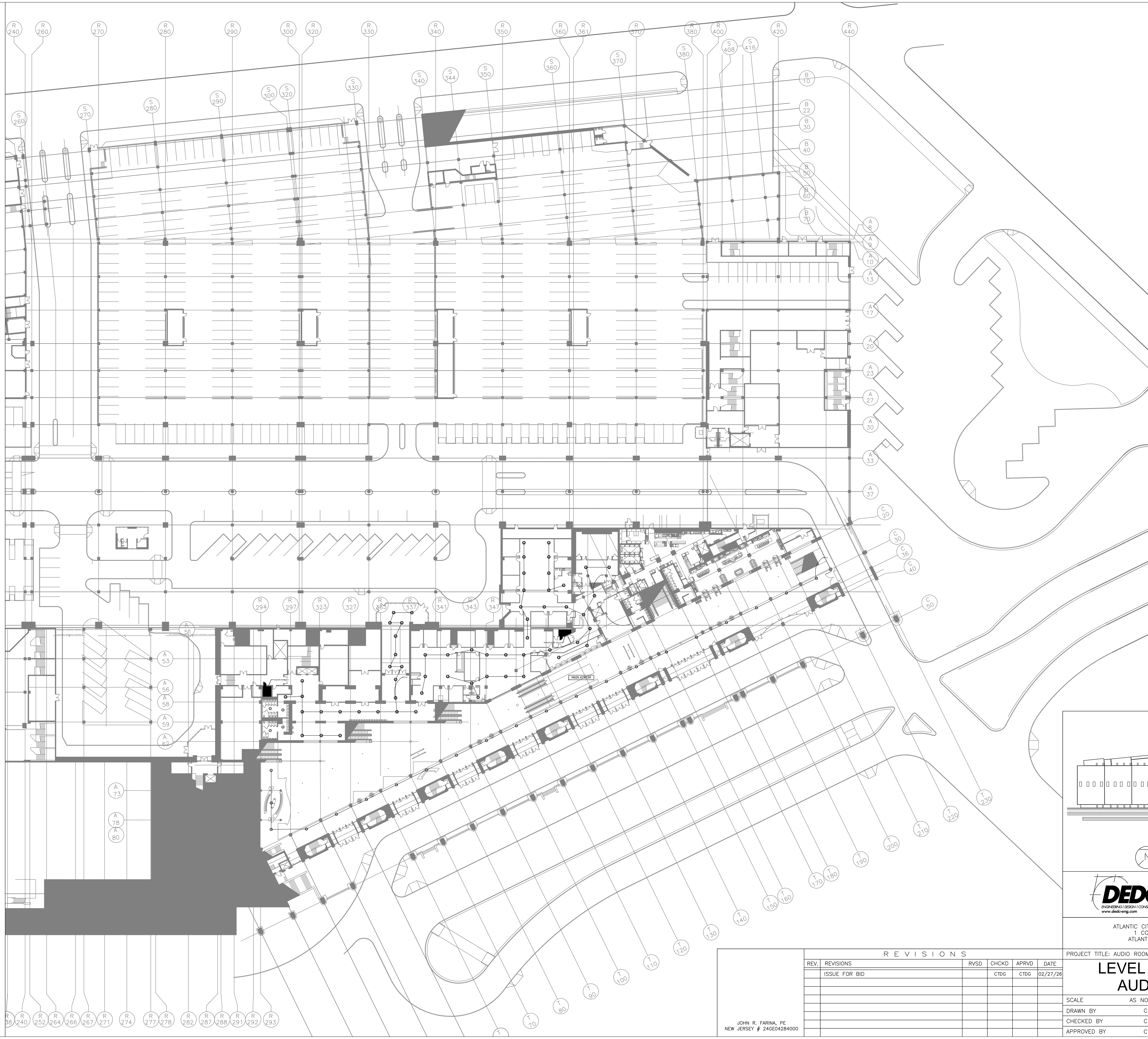

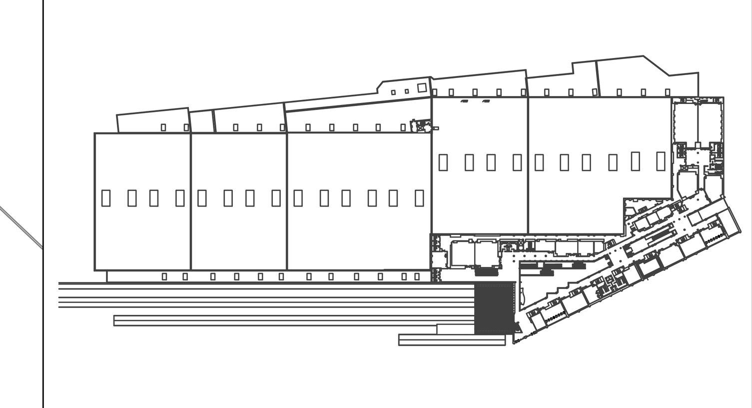

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PROJECT TITLE: AUDIO ROOM RENOVATION

LEVEL 1 - AREA B AUDIO PLAN

SCALE	AS NOTED	DATE	REVISION NO. 0
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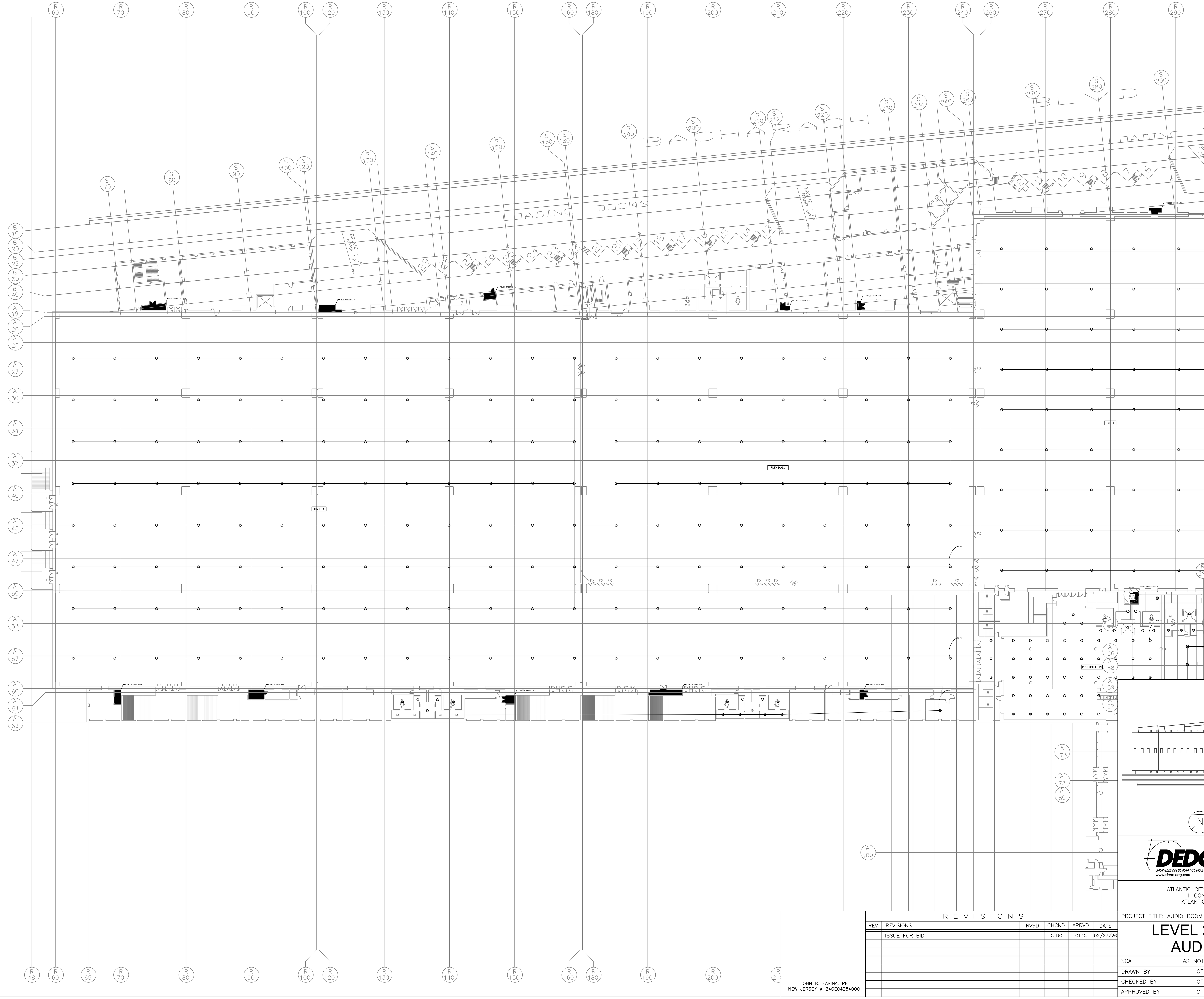

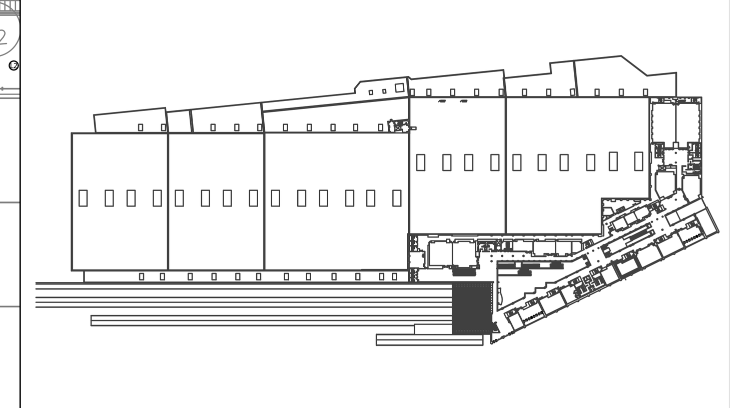

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PROJECT TITLE: AUDIO ROOM RENOVATION

LEVEL 2 - AREA A AUDIO PLAN

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	ISSUE FOR BID		CTDG	CTDG	02/27/26

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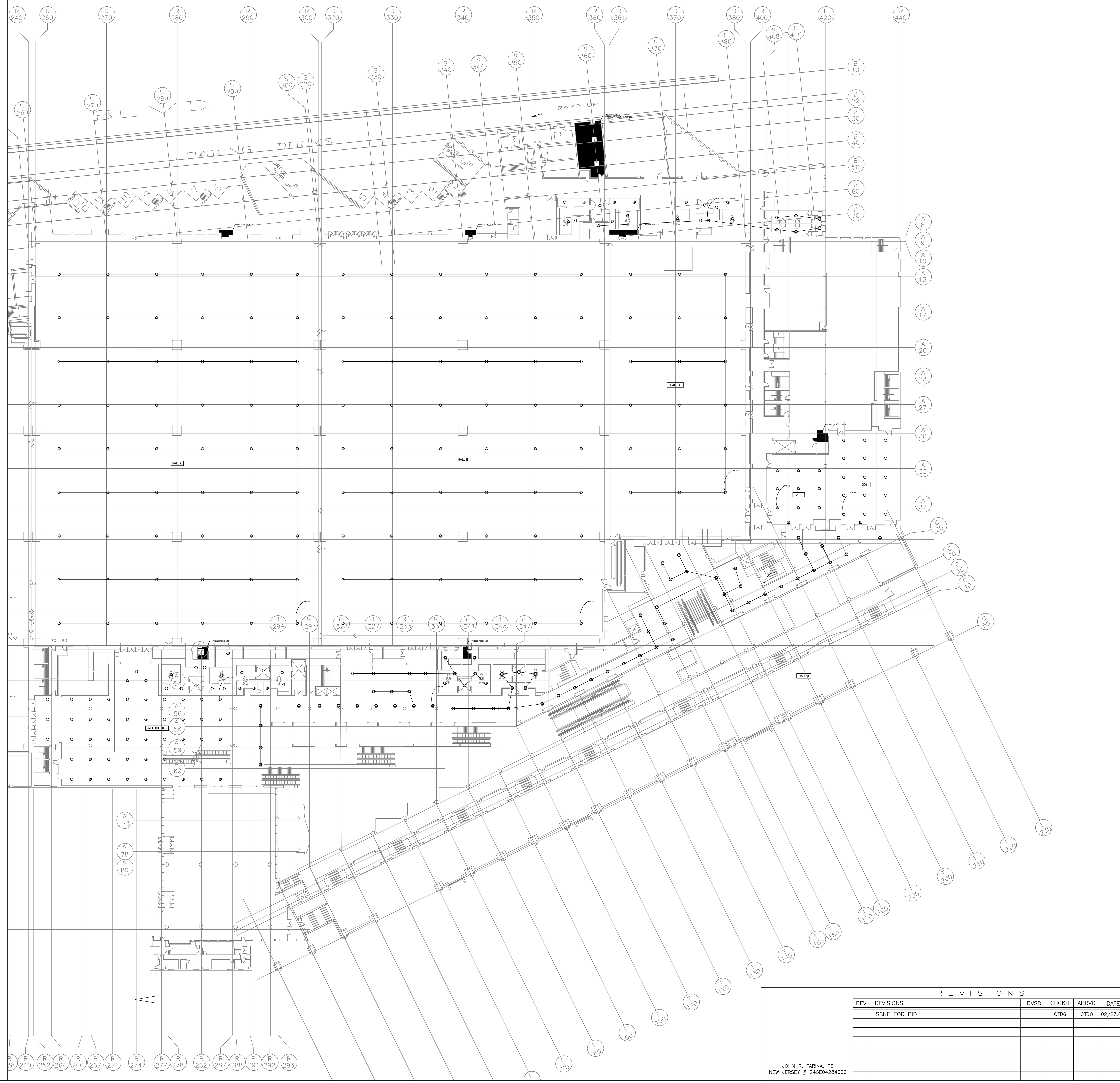

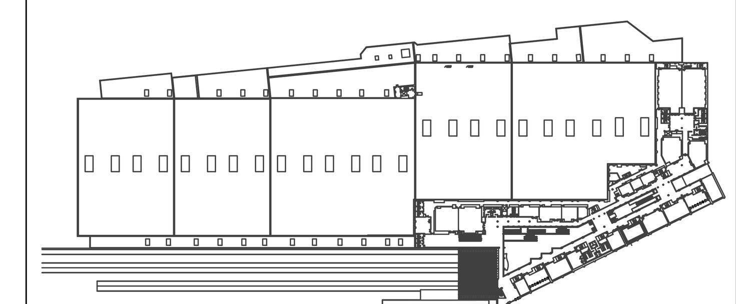

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PROJECT TITLE: AUDIO ROOM RENOVATION

LEVEL 2 - AREA B AUDIO PLAN

REVISIONS

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	ISSUE FOR BID		CTDG	CTDG	02/27/26

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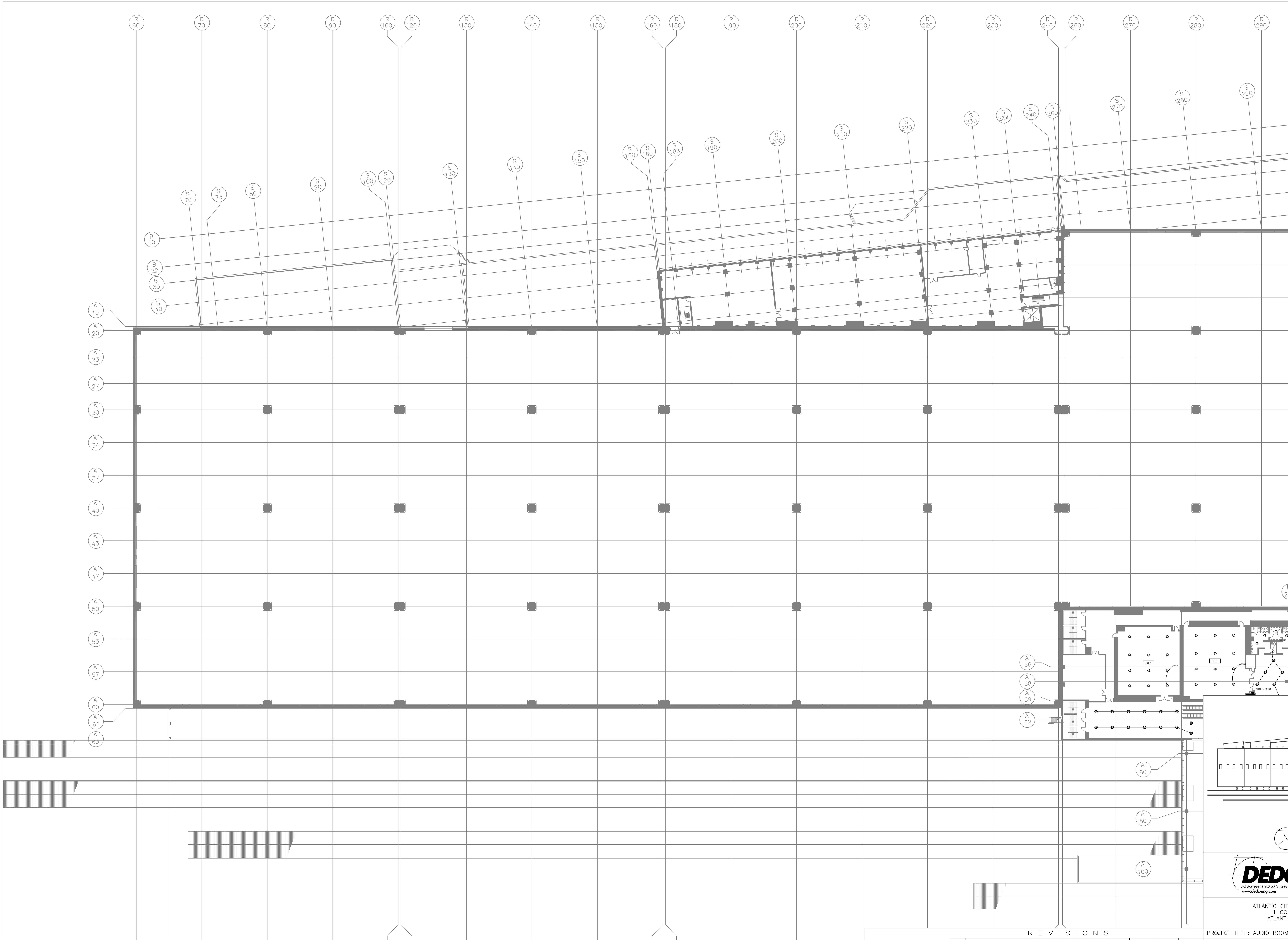
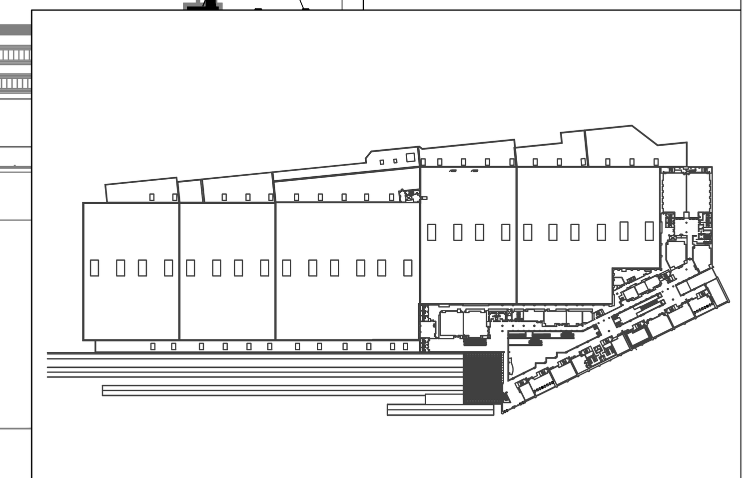
NEW JERSEY # 24GE04284000





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R E V I S I O N S

REV.	REVISIONS	RVSD	CHCKD	APRVD	DATE
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PROJECT TITLE: AUDIO ROOM RENOVATION

LEVEL 3 - AREA A AUDIO PLAN

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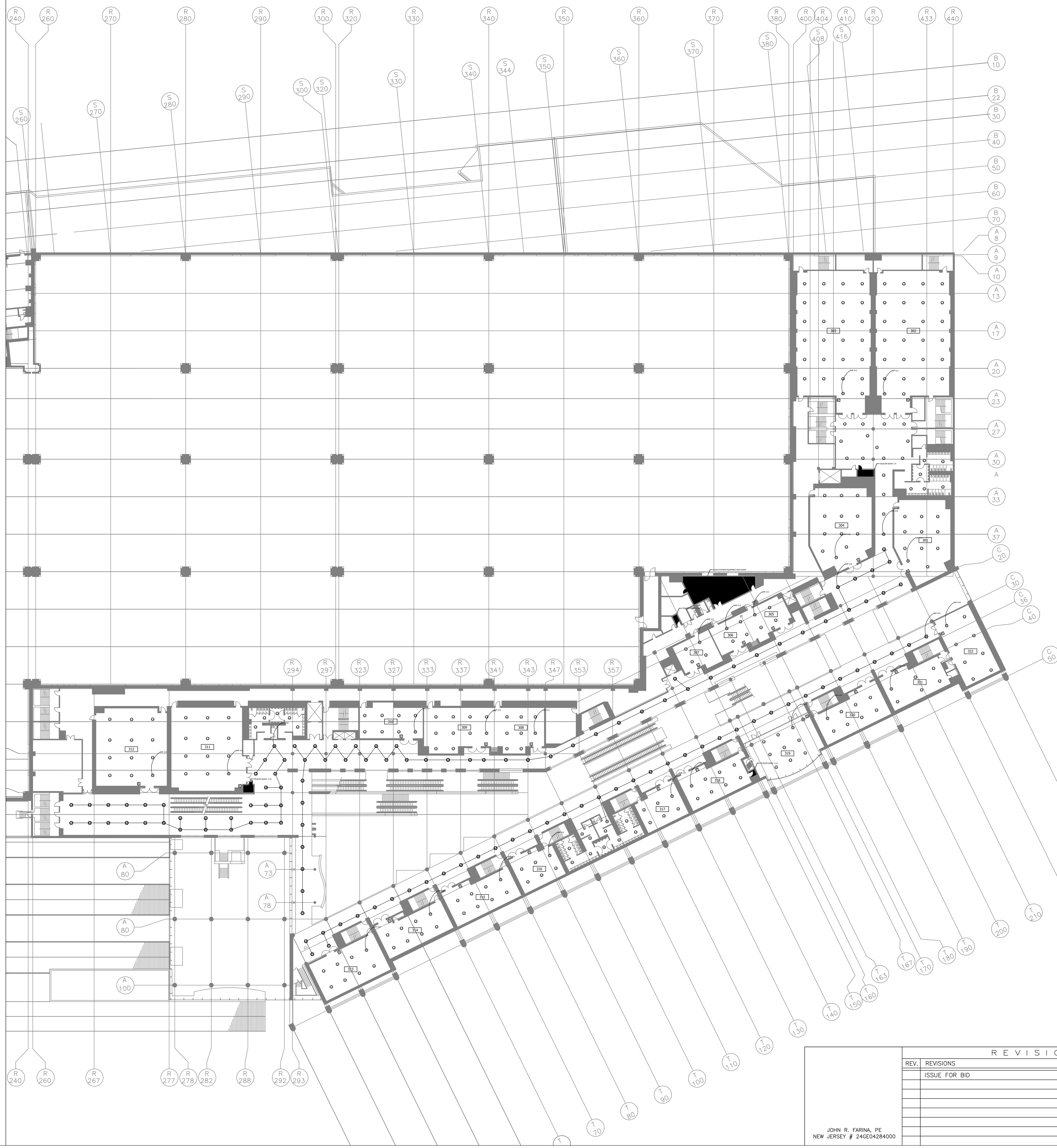

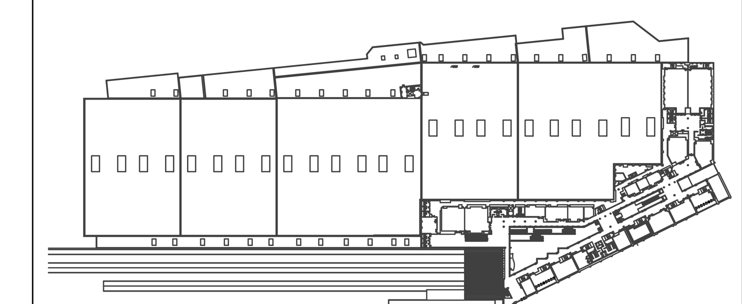

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JOHN R. FARINA, PE
NEW JERSEY # 24GE04284000

PROJECT TITLE: AUDIO ROOM RENOVATION

LEVEL 3 - AREA B
AUDIO PLAN

SCALE	AS NOTED	DATE	REVISION NO. 0
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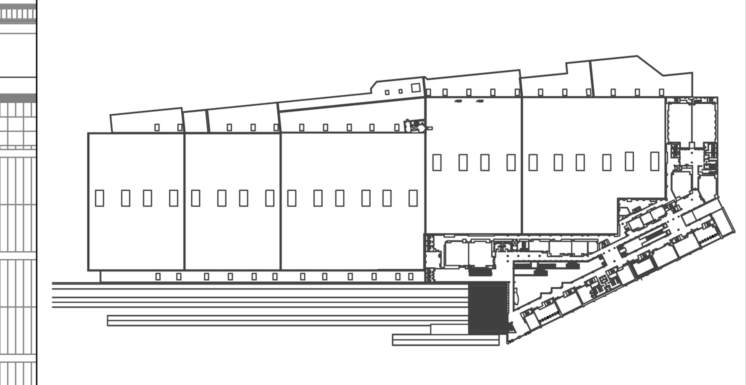

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NEW JERSEY # 24GE04284000

PROJECT TITLE: AUDIO ROOM RENOVATION

LEVEL 4 - AREA A AUDIO PLAN

SCALE	AS NOTED	DATE	REVISION NO. 0
DRAWN BY	CTDG	02/27/26	AV1.4A
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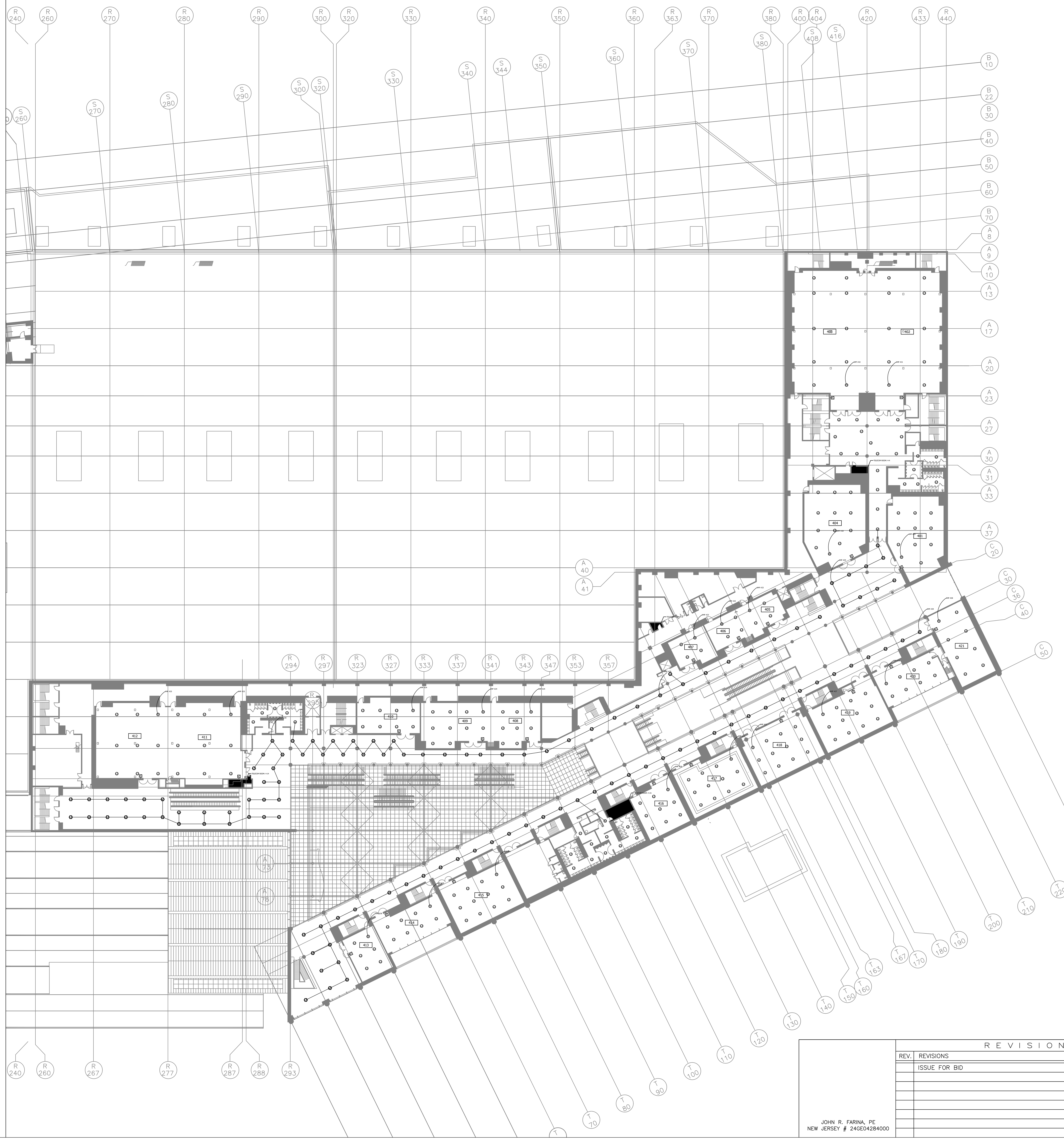

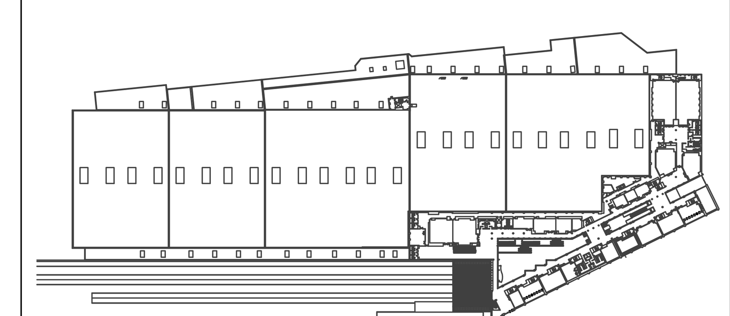

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PROJECT TITLE: AUDIO ROOM RENOVATION

LEVEL 4 - AREA B AUDIO PLAN

SCALE	AS NOTED	DATE	REVISION NO. 0
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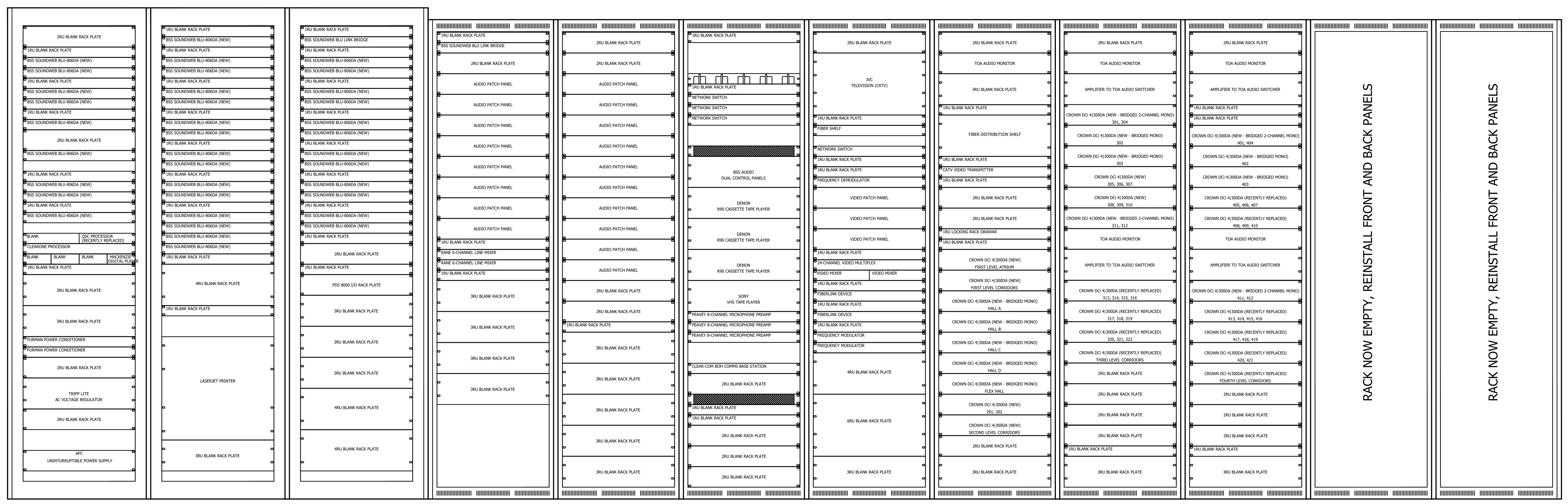
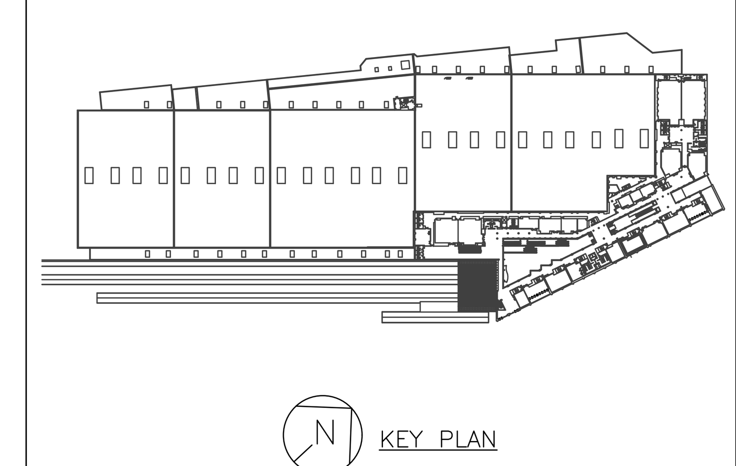
APPROVED BY	CTDG	02/27/26	





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PROJECT TITLE: AUDIO ROOM RENOVATION

AV RACK ELEVATION

R E V I S I O N S

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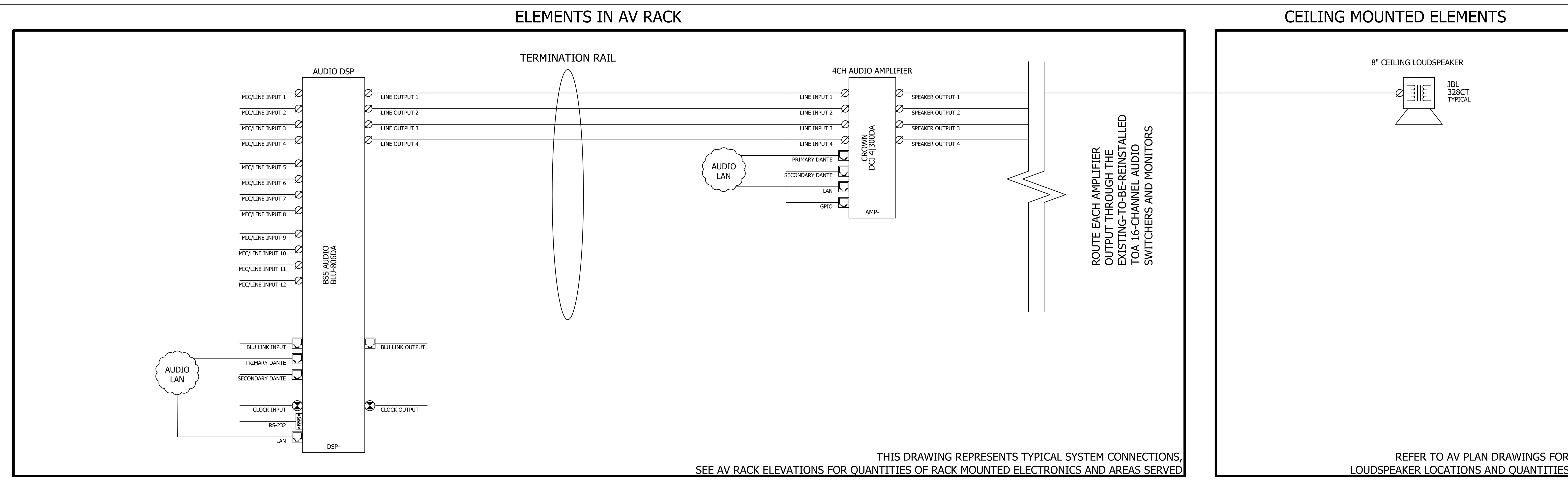
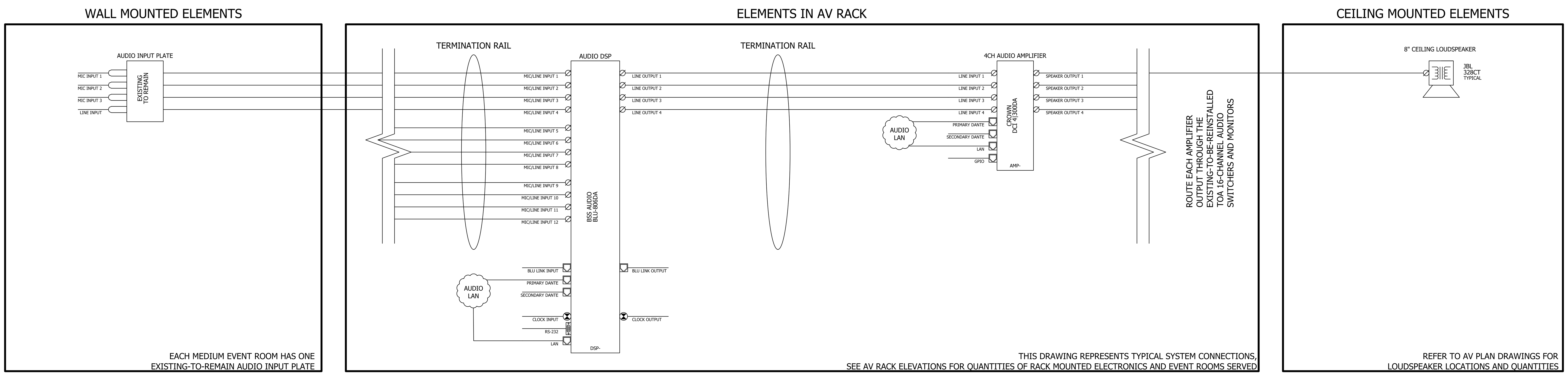


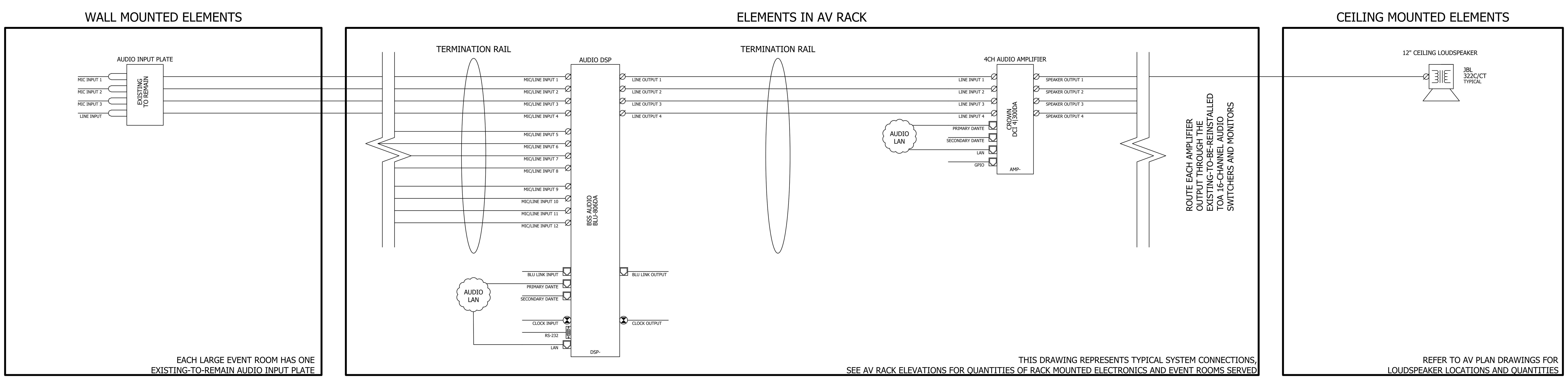
AUDIO PUBLIC ADDRESS SIGNAL FLOW - CORRIDORS AND ANCILLARY SPACES

A



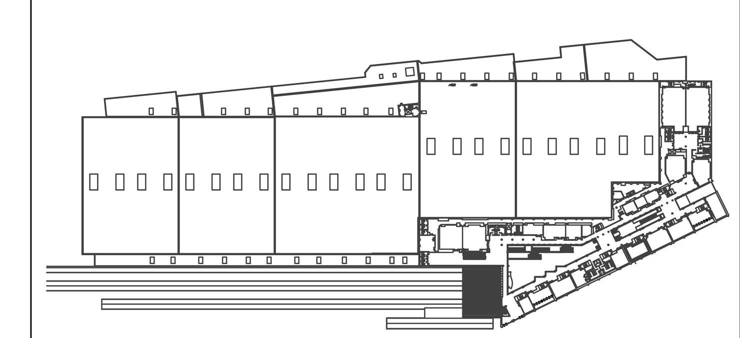
AUDIO PUBLIC ADDRESS SIGNAL FLOW - MEDIUM EVENT ROOMS

B



AUDIO PUBLIC ADDRESS SIGNAL FLOW - LARGE EVENT ROOMS

C



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PROJECT TITLE: AUDIO ROOM RENOVATION

AUDIO SIGNAL FLOW

		DATE	REVISION NO. 0
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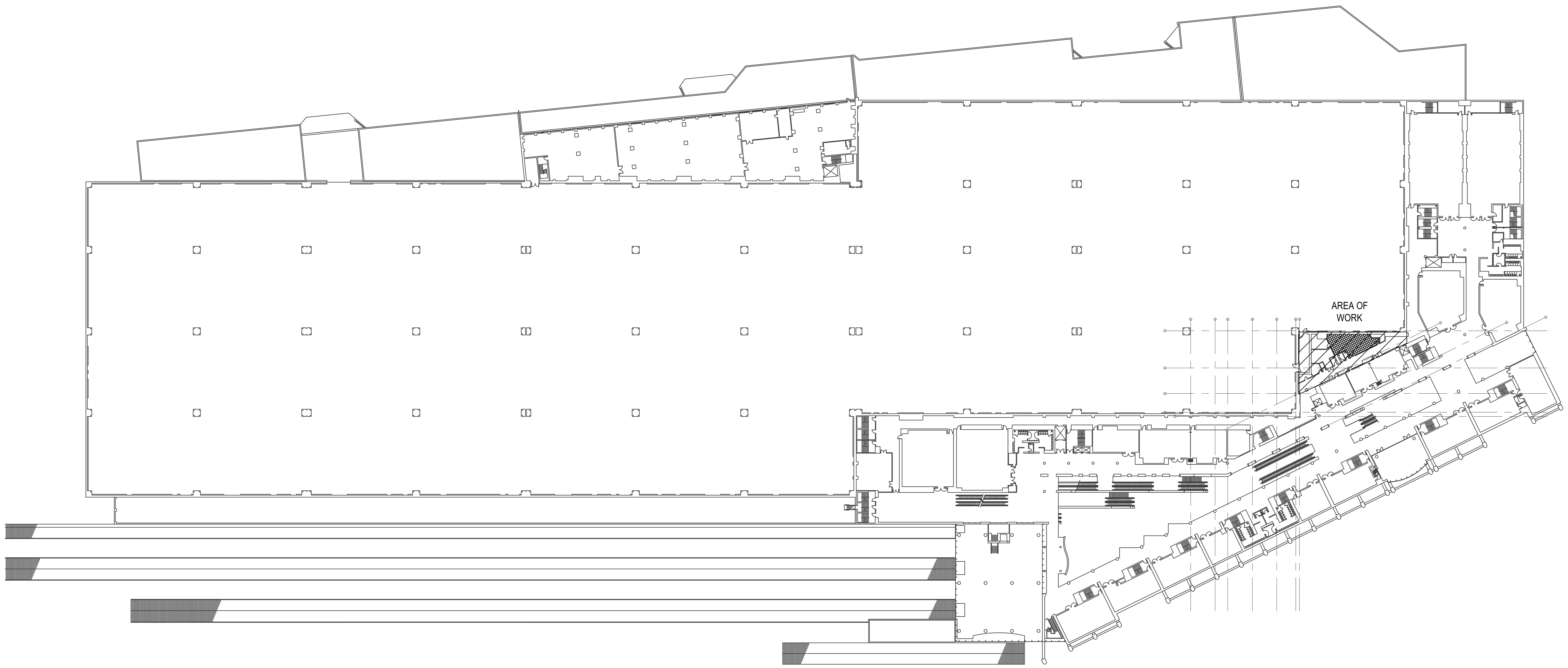

MECHANICAL – OVERALL BUILDING – ROOF PLAN
1 / M000
SCALE: 1/64"=1'-0"

ABBREVIATIONS

AD	AREA DRAIN	(N)	NEW
BP	BOILER PUMP	OI	OIL INTERCEPTOR
CA	COMPRESSED AIR	R	RELOCATED
CFH	CUBIC FEET PER HOUR	RD	ROOF DRAIN
CHWP	CHILLED WATER PUMP	RE	RELOCATE EXISTING
CUH	CABINET UNIT HEATER	SAN	SANITARY
CW	DOMESTIC COLD WATER	SH	SHOWER
CO	CLEANOUT	SSH	SAFETY SHOWER
(D)	DEMOLISH AND REMOVE	TD	TRANSFER DUCT
DN	DOWN	THW	TEMPERED HOT WATER
DOAS	DESIGNATED OUTSIDE AIR UNIT	UR	URINAL
(E)	EXISTING TO REMAIN	U/G	UNDERGROUND
ERU	ENERGY RECOVERY UNIT	V	VENT
EWC	ELECTRIC WATER COOLER	VTR	VENT THRU ROOF
FD	FLOOR DRAIN	W	WASTE
FCO	FLOOR CLEANOUT	WC	WATER CLOSET
FS	FLOOR SINK	WHA	WATER HAMMER ARRESTOR
GAS	NATURAL GAS		
HB	HOSE BIBB		
HW	DOMESTIC HOT WATER		
HWH	HOT WATER HEATER		
HWR	DOMESTIC HOT WATER RETURN		
HWP	HOT WATER PUMP		
LAV	LAVATORY		
MAU	MAKE-UP AIR UNIT		

SHEET SYMBOLS

SYMBOL	DESCRIPTION
(E)	EXISTING TO REMAIN
(R)	EXISTING TO BE REMOVED
(ER)	EXISTING TO BE RELOCATED
(F)	FUTURE
(D)	DEMOLITION
(N)	NEW
⌗	SQUARE FOOT
X°	DEGREES
±	TOLERANCE
Ø	DIAMETER
ϕ	PHASE
℄	CENTERLINE
FL	FLOW LINE
Δ	DELTA
≈	ALMOST EQUAL
CFM	CFM

SYMBOL	DESCRIPTION
X (hexagon)	SHEET NOTE DESIGNATION - DEMO
X (circle)	SHEET NOTE DESIGNATION - NEW WORK
X (triangle)	SHEET NOTE DESIGNATION - REVISION
XX / XX	EQUIPMENT SYMBOL EQUIPMENT NUMBER
XX / XX	SECTION NUMBER SECTION NUMBER DRAWING
XX / XX	DETAIL NUMBER DETAIL NUMBER DRAWING
	POINT OF CONNECTION NEW TO EXISTING
	POINT OF DISCONNECTION

MECHANICAL SPEICIFICATIONS

BASIC MECHANICAL REQUIREMENTS

GENERAL

1. GENERAL NOTES, SYMBOLS LISTS AND DETAILS ARE APPLICABLE TO ALL MECHANICAL DRAWINGS LABELED "M".
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL WORK, MATERIALS AND LABOR TO PROVIDE COMPLETE AND WORKING MECHANICAL SYSTEMS WHETHER SPECIFIED OR IMPLIED.
3. THE ENTIRE MECHANICAL INSTALLATION SHALL CONFORM TO THE LOCAL CODE, STATE LAWS, IMC, IBC, IPC, IECC, NFPA, NSPC, ASME, ANDC ALL OTHER GOVERNING AUTHORITIES.
4. THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTIONS AND APPROVALS AS REQUIRED.
5. DO NOT SCALE THE DRAWINGS FOR EXACT DIMENSIONS. VERIFY ALL FIGURES, CONDITIONS, DIMENSIONS, ETC. AT THE JOB SITE.
6. CONTRACTOR SHALL GUARANTEE THE COMPLETE INSTALLATION AGAINST DEFECTS IN THE WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF THE FINAL ACCEPTANCE. THIS GUARANTEE AND THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL DEFECTIVE MATERIAL AND PARTS REGARDLESS OF CAUSE (EXCLUDING DEFECTS TRACEABLE TO IMPROPER MAINTENANCE OR MALICIOUS DESTRUCTION OR ACTS OF GOD AFTER THE SYSTEM HAS BEEN ACCEPTED BY THE OWNER)
7. THE CONTRACTORS SHALL COORDINATE WITH ALL OTHER TRADES TO PREVENT INTERFERENCE BETWEEN BEAMS, STRUCTURES, PIPING, LIGHTING, FIGURES, ETC.
8. ALL MECHANICAL EQUIPMENT SHALL BE LOCATED AT A MINIMUM FLOOR ELEVATION OF 10.0 MSL OR EQUAL. PROVIDE ALL NECESSARY STRUCTURES.
9. ALL MATERIALS USED IN CONSTRUCTION SHALL HAVE A FLAME SPREAD RATING OF 25 OR LESS, A SMOKE DEVELOPMENT RATING OF 50 OR LESS, AND FUEL CONTRIBUTED RATING F 25 OR LESS. ALL MATERIALS SHALL BE "SELF-EXTINGUISHING".
10. ALL PIPING, CONDUIT AND DUCT PENETRATIONS OF "FIRE RATED BUILDINGS CONSTRUCTION" SHALL BE SLEEVED AND SEALED WITH A FIRE BARRIER MATERIAL EQUAL TO 3M "PENETRATION SEALING SYSTEMS". REFER TO ARCHITECTURAL DRAWINGS FOR FIRE RATING OF BUILDING CONSTRUCTION.
11. INSTALL ALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.
12. CONTRACTOR SHALL PROVIDE THREE (3) COMPLETE SETS OF BOUND OPERATING AND MAINTENANCE INSTRUCTIONS. CONTRACTOR SHALL INSTRUCT THE OWNER OF HIS AGENT WITH REGARD TO THE PROPER USE OF THE SYSTEM UNTIL SUCH INSTRUCTION IS COMPLETE TO THE OWNER'S SATISFACTION. OPERATION AND MAINTENANCE MANUAL SHALL INCLUDE A VALVE SCHEDULE IF VALVES ARE INSTALLED AS PART OF THE NEW WORK.
13. MECHANICAL CONTRACTOR SHALL LABEL ALL NEW MECHANICAL EQUIPMENT, PIPING AND VALVES (INDOORS AND OUTDOORS) IN A PERMANENT MANNER. MECHANICAL PIPING SHALL BE LABELED WITH SELF-ADHESIVE PIPE MARKERS EQUAL TO MARKING SERVICES INC. (MSI) SERIES MS-900 MARKERS. COMPLY WITH ASME A13.1 FOR LETTERING SIZE, LENGTH OF COLOR FIELD, COLORS, AND VIEWING ANGLES OF IDENTIFICATION. DIRECTION OF FLOW SHALL BE IDENTIFIED WITH MS-900 FLOW DIRECTIONAL ARROW TAPE. VALVES SHALL BE IDENTIFIED WITH BRASS VALVE TAGS, ATTACHED WITH SOLID BRASS CHAINS AND "S" HOOKS. VALVE TAGS SHALL BE COORDINATED WITH VALVE SCHEDULE PROVIDED IN OPERATION AND MAINTENANCE MANUAL. MECHANICAL EQUIPMENT SHALL BE LABELED WITH ENGRAVED PLASTIC TAGS WITH MOUNTING HOLES AND STAINLESS STEEL SCREWS. ALL LABELING SHALL HAVE HIGH CONTRAST BETWEEN LETTER AND BACKGROUND COLORS AND SHALL BE LOCATED FOR EASY VISIBILITY.
14. ALL MECHANICAL EQUIPMENT AND APPLIANCES INSTALLED SHALL BEAR THE LABEL OF AN APPROVED AGENCY.
15. THE ENTIRE MECHANICAL INSTALLATION SHALL BE MADE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL CODE AND ANY SUPPLEMENTS.
16. PROVIDE VIBRATION ISOLATION MOUNTINGS FOR ALL MOTOR OPERATED EQUIPMENT AND AS RECOMMENDED BY THE MANUFACTURER.
17. ALL EXTERIOR WALL OPENINGS SHALL BE SLEEVED, PROPERLY CAULKED AND SEALED WITH A HIGH QUALITY SEALANT TO PREVENT INFILTRATION OF MOISTURE AND OUTSIDE AIR.
18. MECHANICAL CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR WHO SHALL PROVIDE POWER WIRING TO ALL MECHANICAL EQUIPMENT. MECHANICAL CONTRACTOR SHALL FURNISH LOOSE MOTOR STARTERS AND DISCONNECT SWITCHES FOR INSTALLATION AND WIRING BY THE ELECTRICAL CONTRACTOR. MECHANICAL CONTRACTOR SHALL PROVIDE ALL CONTROL AND INTERLOCK WIRING AND ALL THERMOSTATS AND ACCESSORIES.
19. PROVIDE BALANCING OF ALL AIR SYSTEMS PER AABC OR NEBB STANDARDS. SUBMIT TEST DATA AND DEMONSTRATE IN FIELD. INCLUDE SOUND TESTING AS MAY BE REQUIRED.
20. PROVIDE BALANCING OF ALL WATER SYSTEMS PER AABC OR NEBB STANDARDS. SUBMIT TEST DATA AND DEMONSTRATE IN THE FIELD.
21. SUBMIT 3/8" SCALE SHOP DRAWINGS FOR APPROVAL PRIOR TO FABRICATION. COORDINATE WITH ALL TRADES

DUCTWORK

1. UNLESS OTHERWISE NOTED, ALL DUCTWORK SHALL BE CONSTRUCTED OF GALVANIZED SHEET METAL G90 GRADE PER SMACNA. ALL DUCTS CONSTRUCTED OF GALVANIZED STEEL SHEET METAL SHALL HAVE MINIMUM GAGE THICKNESS AS FOLLOWS:

   UNLESS OTHERWISE NOTED, ALL DUCTWORK SHALL BE CONSTRUCTED OF GALVANIZED SHEET METAL G90 GRADE PER SMACNA. ALL DUCTS CONSTRUCTED OF GALVANIZED STEEL SHEET METAL SHALL HAVE MINIMUM GAGE THICKNESS AS FOLLOWS:

DIAMETER (IN.)	GAGE
THROUGH 12	26
13 - 18	24
19 - 28	22
29 - 36	20
37 - 52	18

   PROVIDE ALL NECESSARY CROSS-BREAKING AND DUCT REINFORCING AS REQUIRED PER SMACNA RECOMMENDATIONS.
2. ALL DUCTWORK SHALL BE DESIGNED, CONSTRUCTED AND INSTALLED PER SMACNA STANDARDS.
3. DUCT SIZES SHOWN ON DRAWINGS ARE CLEAR DIMENSIONS.
4. COORDINATE LOCATION OF DUCTWORK, PIPING, AND DIFFUSERS WITH ALL OTHER TRADES.
5. ALL DUCTWORK AND PIPING ABOVE CEILING AND IN AREAS WITHOUT CEILINGS SHALL BE INSTALLED AS HIGH AS POSSIBLE.
6. PROVIDE VOLUME DAMPERS AT ALL DUCT BRANCHES AND RUNOUTS. PROVIDE OPPOSED BLADE VOLUME DAMPERS AT ALL REGISTERS, GRILLES AND DIFFUSER NECKS IN SUPPLY, RETURN AND EXHAUST DUCTWORK WHETHER SHOWN ON DRAWINGS OR NOT.
7. PROVIDE AT MINIMUM 10 GAUGE STEEL SLEEVES FOR ALL DUCT PENETRATIONS THROUGH FIRE RATED WALLS, FLOORS AND PARTITIONS. PROVIDE PIPE SLEEVES FOR ALL MECHANICAL PIPING PENETRATING THROUGH FIRE RATED WALLS, FLOORS AND PARTITIONS. SEAL ALL ANNULAR SPACE BETWEEN SLEEVES AND DUCTWORK OR PIPING WITH A FIRE BARRIER MATERIAL EQUAL TO 3M "PENETRATION SEALING SYSTEM".
8. THE INSIDE OF ALL DUCTWORK VISIBLE THROUGH A GRILLE OR DIFFUSER SHALL BE PAINTED FLAT BLACK.
9. ALL PIPING AND DUCTS IN FINISHED ROOMS OR SPACES SHALL BE CONCEALED IN FURRED CHASES OR SUSPENDED CEILING.
10. SUPPORTS FOR DUCTS SHALL BE INSTALLED AT INTERVALS OF NOT MORE THAN 10 FEET.
11. FLEXIBLE DUCTWORK SHALL BE THERMAFLEX "M-KC" AND SHALL HAVE EXTERNAL INSULATION WITH VAPOR BARRIER JACKETING. FLEXIBLE DUCTWORK SHALL BE CONNECTED TO BRANCHES AND MAINS USING CONICAL FITTINGS AND SHALL NOT EXCEED 10'-0" IN LENGTH INCLUDING ONE ELBOW. FLEXIBLE DUCTWORK SHALL NOT BE USE AS RETURN AIR OR EXHAUST DUCTWORK.
12. ALL DUCTWORK SHALL BE DESIGNED, CONSTRUCTED AND INSTALLED PER SMACNA STANDARDS AND FOR PRESSURES OF 2" E.S.P. SEAL ALL LONGITUDINAL SEAMS AND TRANSVERSE JOINTS WITH FIRE-PROOF SEALANT FOR "AIR-TIGHT" APPLICATION.
13. COORDINATE ALL ROOF PENETRATIONS WITH WORK OF OTHER TRADES AND WITH FLASHING REQUIREMENTS.

INSULATION

DUCTWORK INSULATION
NON-VAV

1. ALL NEW SHEET METAL DUCTWORK SHALL BE WRAPPED WITH 1-1/2" THICK FIBERGLASS DUCT INSULATION HAVING AN INSTALLED R-VALUE OF 4.5, A THERMAL CONDUCTIVITY OF .27 AT MEAN TEMPERATURE OF 75°F, AND A DENSITY OF 1.0 PCF. INSULATION SHALL BE JOHNS-MANVILLE "MICROLITE" OR APPROVED EQUAL.

CONTINUITY OF EXISTING SYSTEMS AND SERVICES

1. ALL WORK SHALL BE PERFORMED AT SUCH TIME AND IN SUCH MANNER AS WILL LEAST INTERFERE WITH MAINTENANCE AND OPERATION OF OWNER'S ACTIVITIES. PROVISIONS SHALL BE MADE TO PERMIT OWNER'S USE OF ALL THE BUILDING AND OF EXISTING SYSTEMS AT ALL TIMES. PROVIDE TEMPORARY FACILITIES TO SECURE THESE CONDITIONS. REMOVE TEMPORARY FACILITIES WHEN PERMANENT WORK HAS BEEN PLACED INTO SERVICE.
2. FULLY COORDINATE WITH ARCHITECT, OWNER AND ALL OTHER TRADES, ALL WORK INVOLVING SHUT-DOWN AND INTERRUPTION OF EXISTING SYSTEMS AND SERVICE.
3. SHUT-DOWN OF EXISTING SERVICES WHERE REQUIRED TO INSTALL NEW SYSTEMS OR ALTER EXISTING, SHALL BE PERFORMED DURING HOURS THAT THE BUILDING IS NOT BEING USED BY OWNER. ALL COSTS FOR PERFORMING THIS WORK SHALL BE BORNE BY THE CONTRACTOR AND WITHOUT "EXTRA" COST TO THE OWNER.
4. EXISTING SYSTEMS AND SERVICES THAT ARE TEMPORARILY DISCONNECTED, BUT ARE TO REMAIN IN USE, SHALL BE PERMANENTLY RECONNECTED AND RETURNED TO PROPER OPERATION.
5. FULLY COORDINATE WITH ARCHITECT, OWNER AND OTHER TRADES TO INSURE COMPLETE CONTINUITY OF ALL SYSTEMS AND SERVICES.

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NEW JERSEY # 24GE04284000

REVISIONS

REV.	REVISIONS	RVSD	CHCKD	APRVD	DATE
0	ISSUED FOR OWNER REVIEW	JWV	EJT	JRF	12/09/25
	ISSUED FOR BID		EJT	JRF	2/27/26

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PROJECT TITLE: AUDIO ROOM RENOVATION

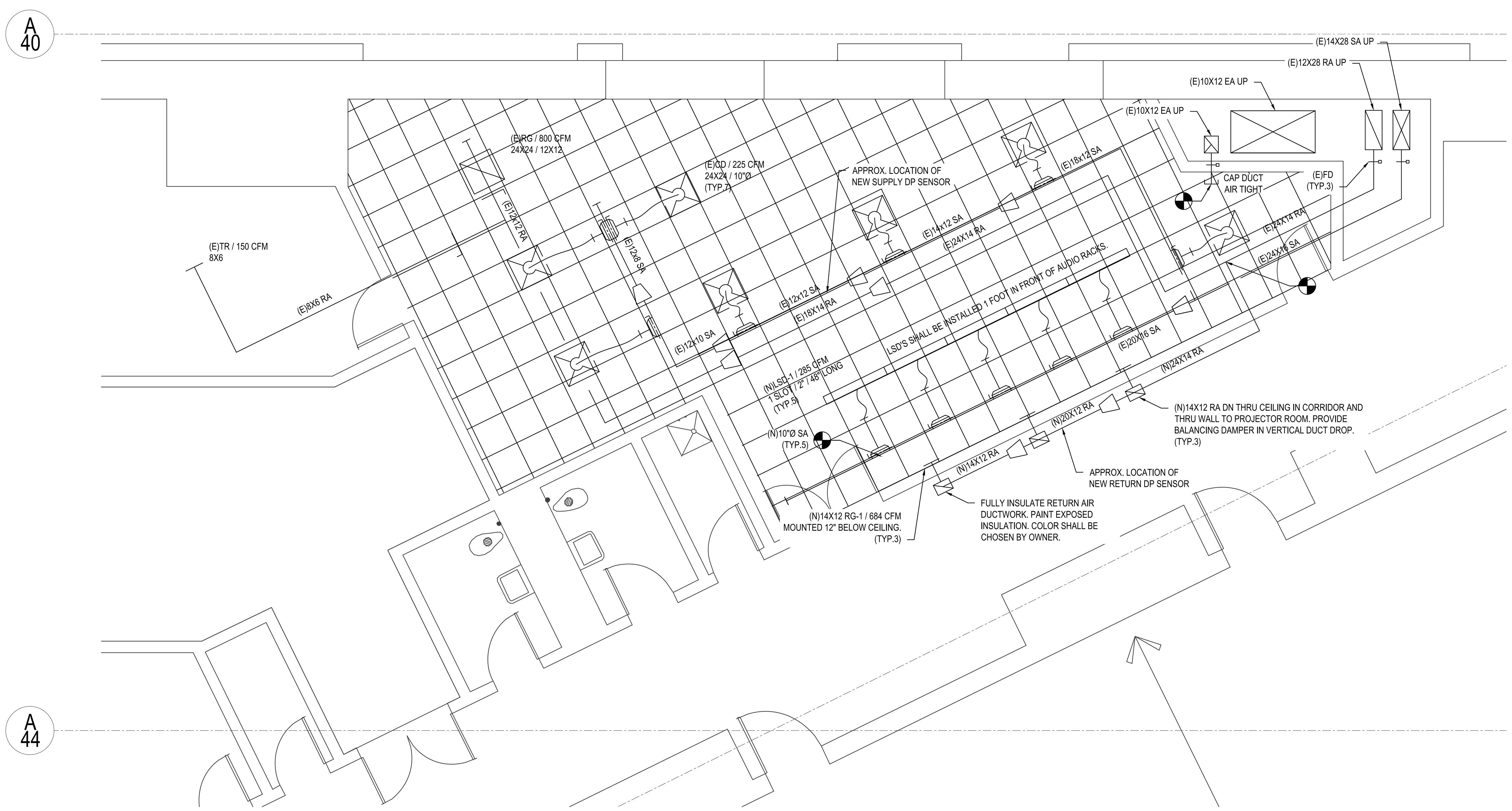
MECHANICAL – LEGEND, NOTES AND ABBREVIATIONS

SCALE	AS NOTED	DATE	REVISION NO. 0
DRAWN BY	JWV	12/09/25	M000
CHECKED BY	EJT	12/09/25	
APPROVED BY	JRF	12/09/25	

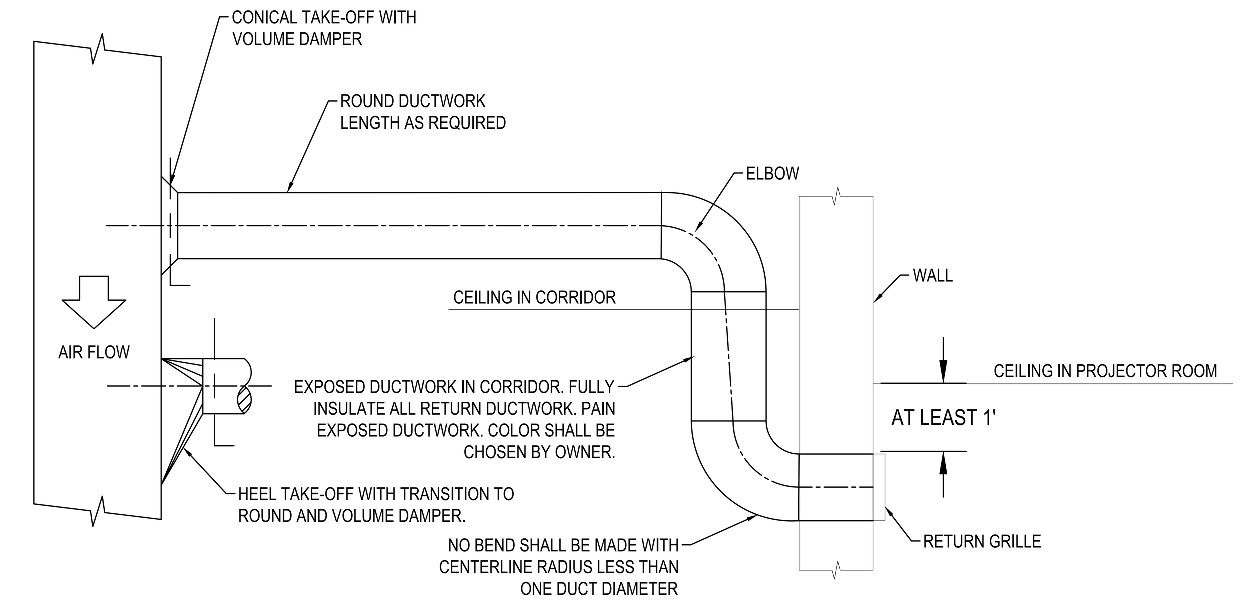
GENERAL NOTES:

1. SEE DRAWING MPF000 FOR GENERAL NOTES, LEGEND, AND ABBREVIATIONS.
2. THE EXHAUST FAN SERVING THE PROJECTION BOOTH ROOM SHALL BE RE-BALANCED TO ACCOMMODATE THE ELIMINATION OF EXHAUST FROM THIS ROOM.
   - 2.1. IF THE EXHAUST FAN ONLY SERVES THE PROJECTION ROOM, THE EXHAUST FAN SHALL BE TURNED OFF AT THE DISCONNECT AND AT THE BREAKER PANEL.
   - 2.2. THE EXHAUST FAN SHALL THEN BE LABELED AS "EXHAUST FAN NOT IN USE AS OF M-D-YYYY." IN THE PANEL SCHEDULE.
3. CONTRACTOR SHALL RESPONSIBLE FOR MANIPULATING, ALTERING, AND SUPPORTING, THE CEILING GRID AS REQUIRED TO INSTALL LINEAR SLOT DIFFUSERS.
4. CONTRACTOR SHALL REPLACE AND INSTALL NEW CEILING TILES AS REQUIRED TO ACCOMMODATE NEW AND DEMOLISHED GRD'S.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR BALANCING EACH GRD IN THE SPACE.

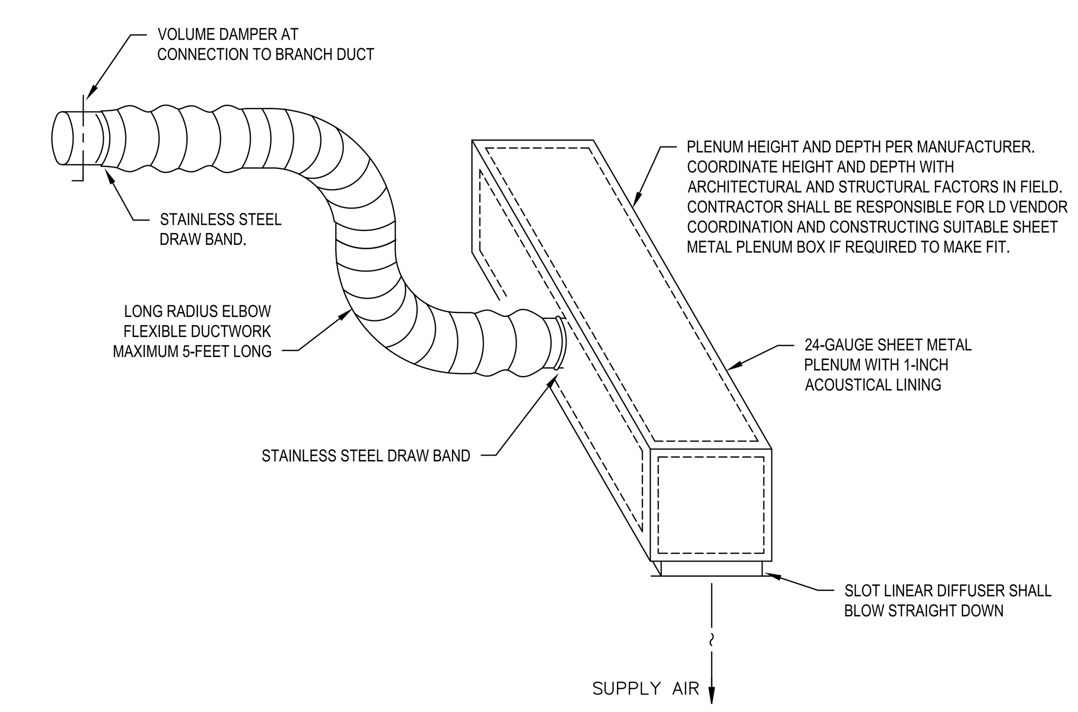
1 M100 MECHANICAL – HVAC – 3RD FLOOR – PROJECTION ROOM – FLOOR PLAN – DEMOLITION
SCALE: 1/4"=1'-0"



2 M100 MECHANICAL – HVAC – 3RD FLOOR – PROJECTION ROOM – FLOOR PLAN – NEW WORK
SCALE: 1/4"=1'-0"



3 M100 MECHANICAL – RETURN DUCTWORK CONNECTION DETAIL
SCALE: NONE

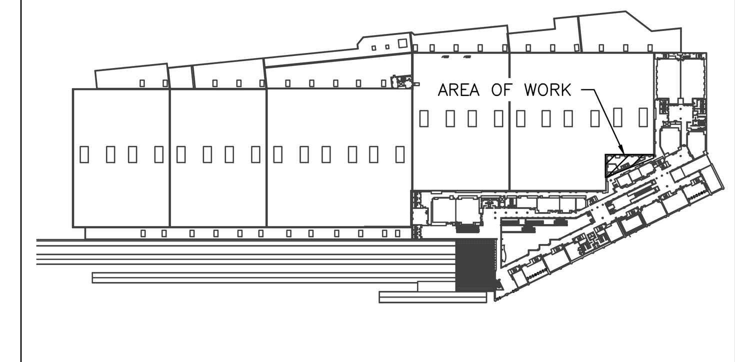


4 M100 MECHANICAL – PLENUM SLOT DIFFUSER DETAIL
SCALE: NONE

DIFFUSERS & GRILLES SCHEDULE

RG–1 SIDEWALL RETURN GRILLE EQUAL TO USAIRE MODEL RHE, ALUMINUM OR STEEL CONSTRUCTION, FIXED 45 DEGREE DEFLECTION BLADE AND 1.125" FLANGE. BORDER TYPE SHALL BE SURFACE OR DUCT MOUNT AS REQUIRED. FINISH SHALL BE BAKED ON ACRYLIC PAINT, COLOR AS SELECTED BY ARCHITECT. FACE SIZE SHALL BE AS NOTED ON PLANS.

LSD–1 LINEAR SLOT DIFFUSER EQUAL TO USAIRE MODEL AFL, ALUMINUM OR STEEL CONSTRUCTION, SINGLE SLOT, 2.5" SLOT WIDTH. PROVIDE 4' INSULATED PLENUM USAIRE MODEL UPI WITH 12" OVAL INLET. FINISH SHALL BE BAKED ACRYLIC PAINT AND COLOR SHALL BE SELECTED BY THE OWNER.



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REVISIONS

REV.	REVISIONS	RVSD	CHCKD	APRVD	DATE
0	ISSUED FOR OWNER REVIEW	JWV	EJT	JRF	12/09/25
	ISSUED FOR BID		EJT	JRF	2/27/26

PROJECT TITLE: AUDIO ROOM RENOVATION

MECHANICAL – HVAC – PROJECT ROOM – FLOOR PLAN – DEMOLITION & NEW WORK

SCALE	AS NOTED	DATE	REVISION NO. 0
DRAWN BY	JWV	12/09/25	M100
CHECKED BY	EJT	12/09/25	
APPROVED BY	JRF	12/09/25	

PACKAGED ROOFTOP UNIT SCHEDULE

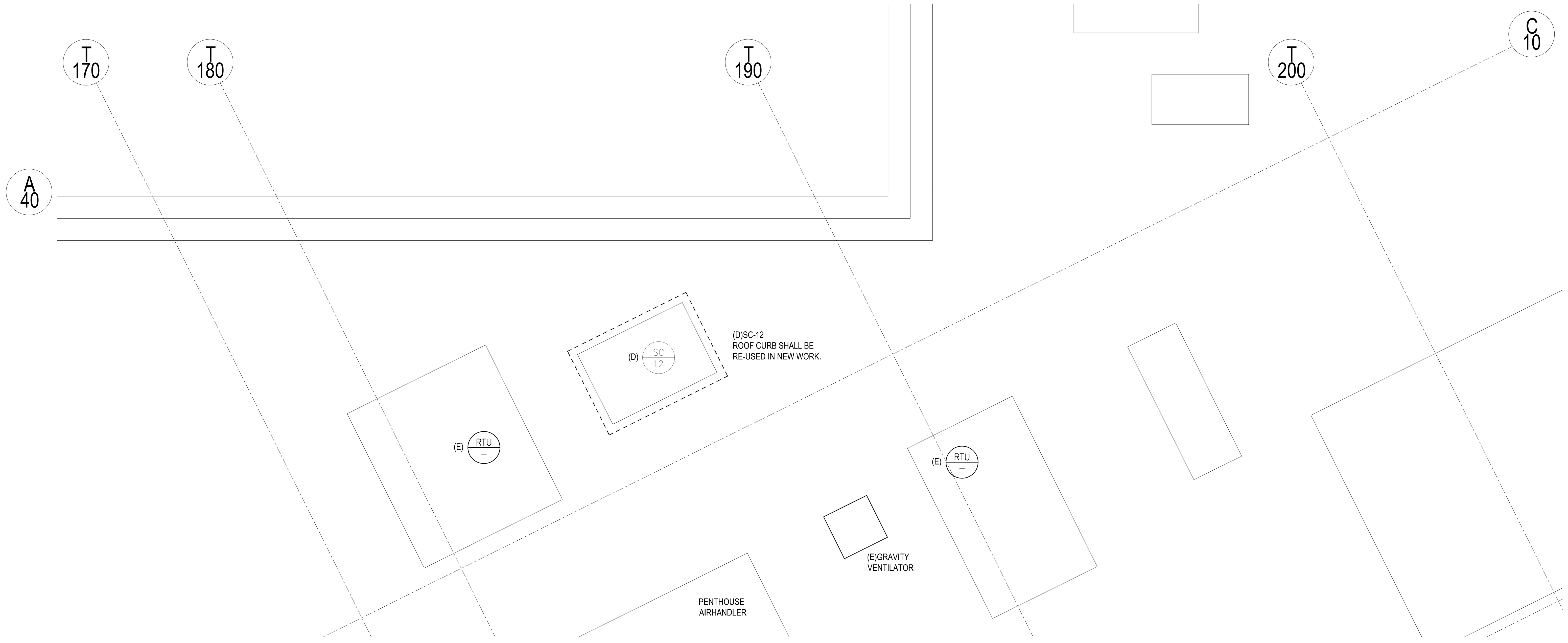
TAG	DESCRIPTION	MANUFACTURER & MODEL	SUPPLY FAN: SUPPLY AIR (CFM)	SUPPLY FAN: OUTSIDE AIR (CFM)	SUPPLY FAN: ESP (IN. WG.)	SUPPLY FAN: TSP (IN. WG.)	SUPPLY FAN: TOTAL BHP (HP)	SUPPLY FAN: FAN (QTY)	FILTER: TYPE	EXHAUST FAN: EXHAUST AIR	EXHAUST FAN: ESP (IN. WG.)	EXHAUST FAN: TSP (IN. WG.)	EXHAUST FAN: TOTAL BHP (HP)	EXHAUST FAN: FAN (QTY)	DX COOLING: REFRIG. TYPE	DX COOLING: COIL EAT DB (°F)	DX COOLING: COIL EAT WB (°F)	DX COOLING: COIL LAT DB (°F)	DX COOLING: COIL LAT WB (°F)	DX COOLING: AMBIENT DB (°F)	DX COOLING: AMBIENT WB (°F)	DX COOLING: ROWS	DX COOLING: NOM. TONS	DX COOLING: TOTAL MBH	DX COOLING: SENSIBLE MBH (BTU/HR)	HOT GAS RE-HEAT: RH EAT DB (°F)	HOT GAS RE-HEAT: LCT DB (°F)	CONDENSING SECTION: # OF COMP.	CONDENSING SECTION: COMP TYPE	ELECTRICAL: V/PH/HZ	ELECTRICAL: MCA (AMPS)	ELECTRICAL: MOCP (AMPS)	ELECTRICAL: MIN SCCR (KAIC)	WEIGHT (LBS)	NOTES
SC-12	COOLING ONLY CONTSTANT VOLUME DX PACKAGE ROOF TOP UNIT	GREENHECK RT-40-6.5L-0-G0	3,000	100	1.75	2.90	3	1	MERV-8	3,000	0.65	0.81	1.5	1	R-454B	70.8	59.2	50.4	50.4	95	78	3	6.5	71	65	50.24	71.9	1	INVERTER SCROLL	460/3/60	20.5	25	65 KAIC	1,699	ALL

NOTES:

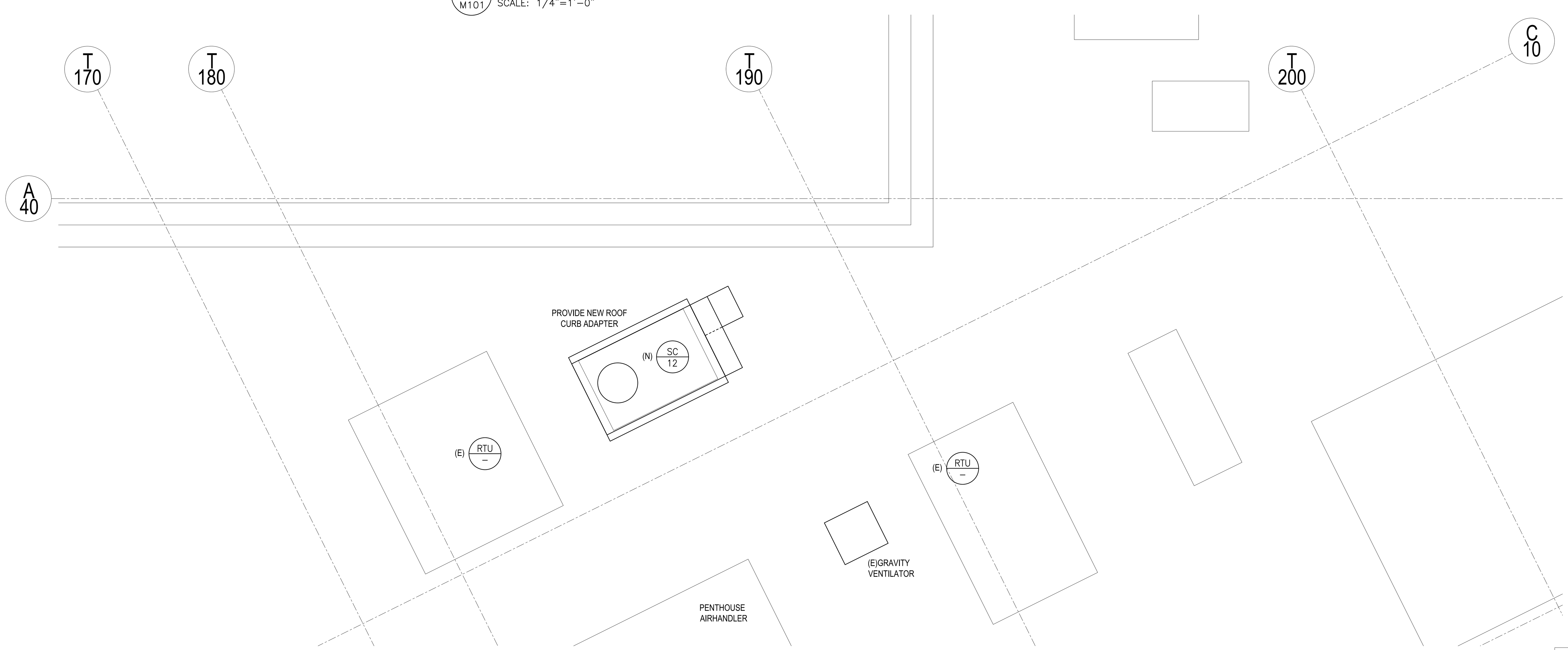
1. ELECTRICAL CONTRACTOR SHALL PROVIDE FUSED DISCONNECT.
2. PROVIDE 304 STAINLESS STEEL DRAIN PAN UNDER COOLING COIL.
3. PROVIDE VIBRAION ISOLATORS FOR ALL FANS, COMPRESSORS, ETC.
4. PROVIDE SINGLE POINT POWER CONNECTION.
5. THE MANUFACTURER SHALL ACCOUNT FOR ALL INTERNAL PRESSURE LOSSES INCLUDING COILS, END OF LIFE DIRTY FILTERS, ETC.
6. PROVIDE GASKETED HINGED DOORS WITH LATCHES TO ALL FANS, COILS, FILTERS, CONTROLS, ETC.
7. PROVIDE FULLY INSULATED CURB ADAPTER FOR UNIT MOUNTING ON EXISTING CURB.
8. PROVIDE FACTORY MOUNTED AND WIRED LIGHTS WITH ILLUMINATED SWITCHES IN THE UNIT.
9. HOT GAS REHEAT FOR DEHUMIDIFCATION.
10. PROVIDE LOW AMBIENT OPERATION KIT FOR TEMPERATURES DOWN TO 0 DEGREES F.
11. PROVIDE UNIT MOUNTED CONTROL PANEL WITH FACTORY WIRED CONTROLS. EXISTING BAS SHALL CONNECT TO NEW CONTROL PANEL.
12. PROVIDE NEW ROOM THERMOSTAT WITH TEMPERATURE AND HUMIDITY DISPLAY.
13. UNIT COIL AND HOUSING SHALL BE COATED TO HANDLE OCEANIC SALTY AIR.

GENERAL NOTES:

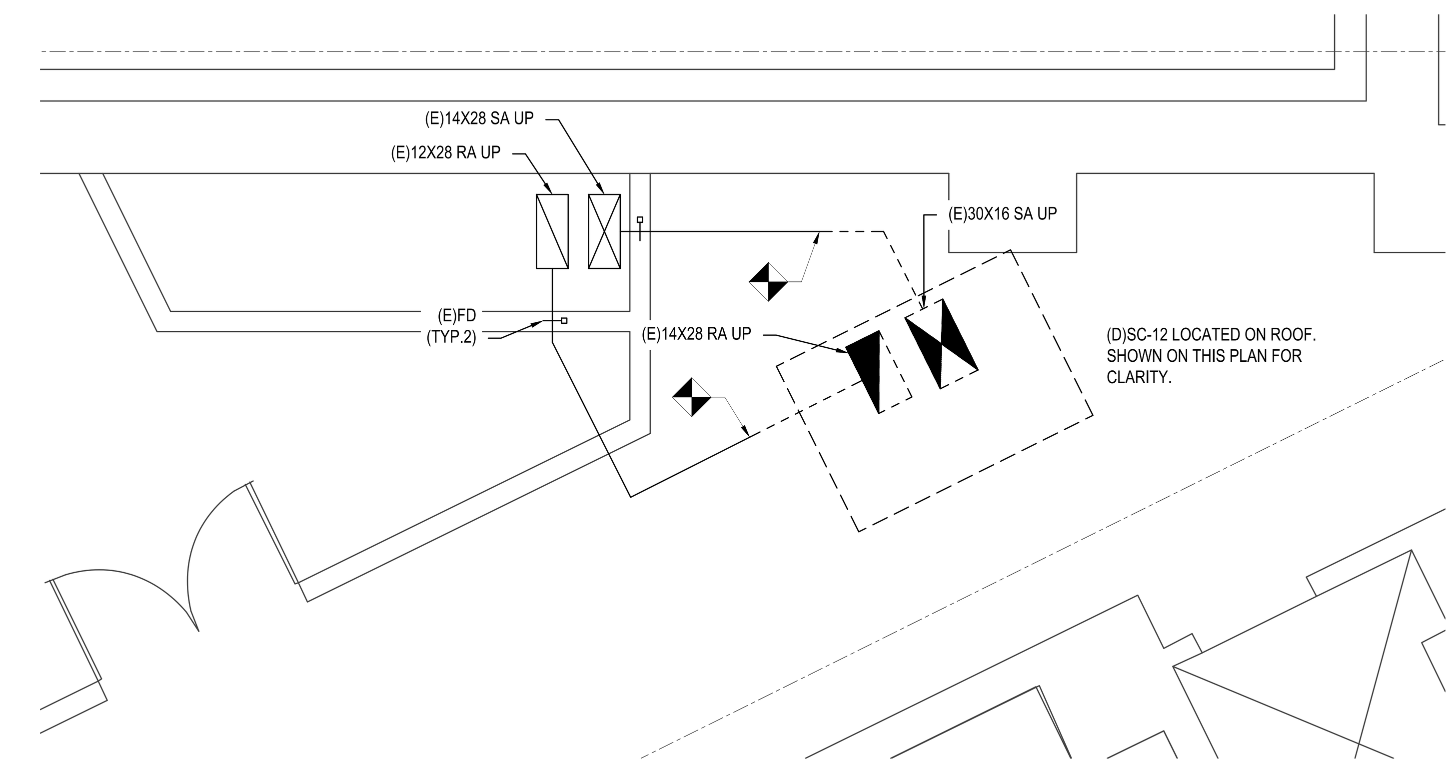
1. SEE DRAWING M000 FOR GENERAL NOTES, LEGEND, AND ABBREVIATIONS.



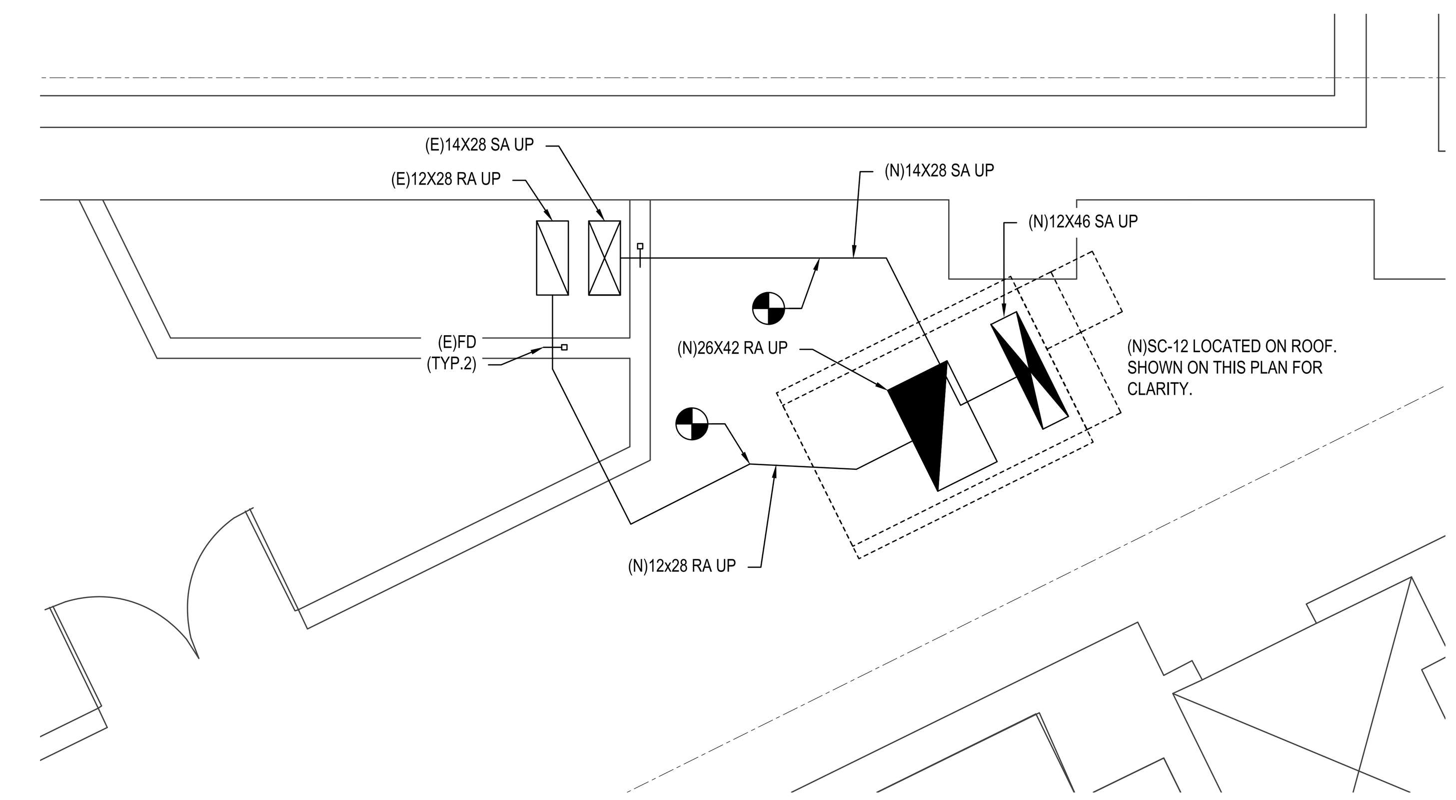
1 M101 MECHANICAL – HVAC – PARTIAL ROOF PLAN – DEMOLITION
SCALE: 1/4"=1'-0"



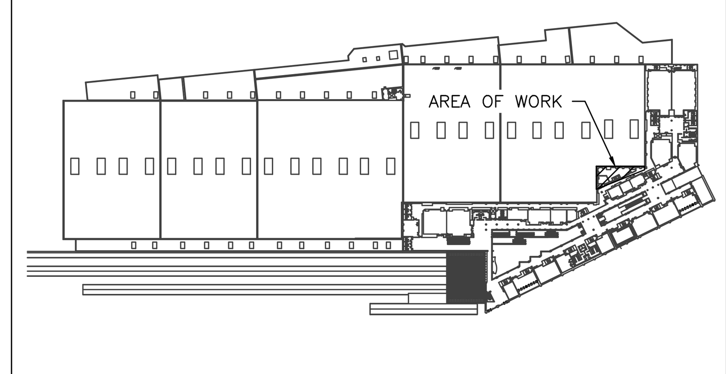
3 M101 MECHANICAL – HVAC – PARTIAL ROOF PLAN – NEW WORK
SCALE: 1/4"=1'-0"



2 M101 MECHANICAL – HVAC – PARTIAL FOURTH FLOOR PLAN – DEMOLITION
SCALE: 1/4"=1'-0"



4 M101 MECHANICAL – HVAC – PARTIAL FOURTH FLOOR PLAN – NEW WORK
SCALE: 1/4"=1'-0"



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	ISSUED FOR BID		EJT	JRF	2/27/26

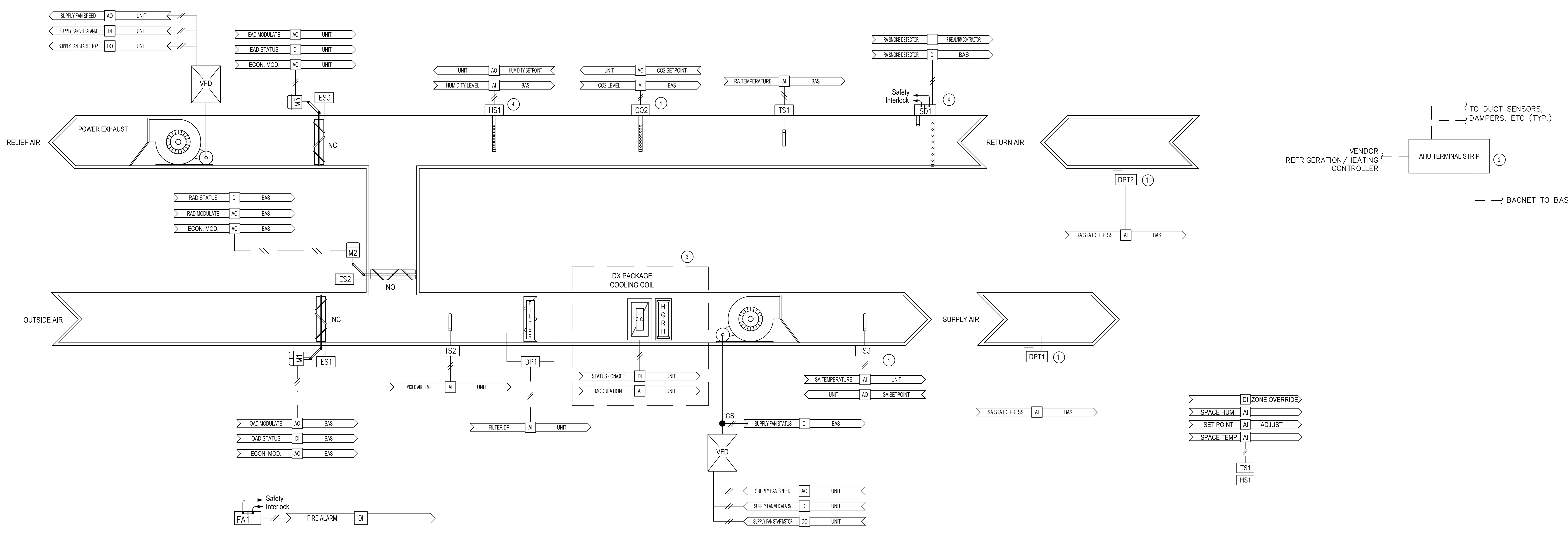
PROJECT TITLE: AUDIO ROOM RENOVATION

MECHANICAL –
HVAC –
PARTIAL ROOF PLAN

SCALE	AS NOTED	DATE	REVISION NO. 0
DRAWN BY	JWV	12/09/25	M101
CHECKED BY	EJT	12/09/25	
APPROVED BY	JRF	12/09/25	

GENERAL NOTES:

1. REFER TO DRAWING M000 FOR NOTES, LEGEND & ABBREVIATIONS.
2. REFER TO DRAWINGS M101 FOR MECHANICAL SCHEDULES.



GENERAL NOTE:
CONTROLS POINTS ABOVE ARE LISTED AS BAS OR UNIT FOR READABLE AND WRITABLE, RESPECTIVELY.

CONTROL NOTES:

1. CONTRACTOR SHALL INSTALL NEW DIFFERENTIAL PRESSURE SENSORS 2/3 DOWNSTREAM OF THE UNIT INSIDE THE DUCTWORK.
2. MAP ALL AVAILABLE POINTS FROM CONTROLLER INCLUDING BUT NOT LIMITED THOSE LISTED.
3. PROVIDE UNIT WITH REFRIGERATION/HEATING CONTROLLER. UNIT SHALL CONTROL REFRIGERATION AND HEATING CYCLING, MODULATION, SAFETIES, ETC. BAS SHALL WRITE SETPOINTS (AIR TEMP, HUMIDITY, ETC) TO REFRIGERATION/HEATING CYCLE.
4. SENSOR SHALL READ LEVEL/STATUS TO THE BAS, AND BAS SHALL WRITE THE SETPOINT TO THE UNIT.

SEQUENCE OF OPERATION:

GENERAL:

THE SYSTEM CONSISTS OF ONE NEW CONSTANT AIR VOLUME (CAV) AIR HANDLING UNITS (SC-12) WITH A FILTER SECTION, DIRECT EXPANSION (DX) PACKAGE COOLING COIL, HOT GAS REHEAT COIL, MOTOR OPERATED DAMPERS, SUPPLY AIR FAN(S), ECONOMIZER EXHAUST FAN(S), AND STATIC PRESSURE SENSORS IN DOWNSTREAM DUCTWORK IN THE PROJECTOR ROOM. THE UNIT SHALL BE PROVIDED WITH AN APPLICATION CONTROLLER, FOR CONTROL OF THE REFRIGERATION SYSTEM, TO INTERFACE WITH THE EXISTING BAS. BAS SHALL CONTROL THE REMAINING ITEMS ON THE AIR HANDLER.

THE UNIT SHALL SERVE THE PROJECTOR BOOTH ROOM AND PRIMARY TEMPERATURE CONTROL SHALL BE FROM THE RETURN AIR TEMPERATURE SENSOR.

THE ROOFTOP UNIT SHALL BE FULLY CONTROLLED BY THE BAS. AIR HANDLER CONTROL LOGIC STRATEGIES SHALL INCLUDE
1. SCHEDULED OCCUPANCY WITH OPTIMUM PREOCCUPANCY
2. DRY BULB COMPARISON ECONOMIZER CONTROL
3. MIXED AIR LOW LIMIT
4. HIGH PRESSURE SAFETY
5. SMOKE SAFETY

SUPPLY AND RETURN FAN:

BAS SHALL CONTROL THE STARTING AND STOPPING OF THE SUPPLY FAN AS FOLLOWS:

START/STOP: BAS SHALL COMMAND THE OPERATION OF THE SUPPLY FAN AND IT SHALL RUN CONTINUOUSLY WHENEVER THE AHU IS "ENERGIZED" AS SPECIFIED FOR THE APPLICABLE LOGIC STRATEGIES SPECIFIED IN ITEM "AIR HANDLERS GENERAL" ABOVE.

PROOF: BAS SHALL PROVE FAN OPERATION AND USE THE STATUS INDICATION TO ACCUMULATE RUNTIME.

SUPPLY FAN VFD CONTROL: VFD SHALL BE UTILIZED TO BALANCE THE RTU TO A CONSTANT SPEED. WHENEVER THE FAN IS ENERGIZED, BAS SHALL CONTROL THE SPEED OF THE VFD TO MAINTAIN THE SUPPLY DUCT STATIC PRESSURE SET POINT. ON START AND STOP, THE VFD SHALL RAMP TO SPEED AND SLOW DOWN WITHIN ADJUSTABLE ACCELERATION AND DECELERATION LIMITS. BAS SHALL MONITOR A COMMON ALARM OUTPUT FROM THE DRIVE AND ENUNCIATE A LEVEL 2 ALARM WHEN AN ALARM IS INDICATED.

EXHAUST FAN VFD CONTROL: VFD SHALL BE UTILIZED TO BALANCE THE RTU TO A CONSTANT SPEED. WHENEVER THE FAN IS ENERGIZED, BAS SHALL CONTROL THE SPEED OF THE VFD TO MAINTAIN THE RETURN DUCT STATIC PRESSURE SET POINT. ON START AND STOP, THE VFD SHALL RAMP TO SPEED AND SLOW DOWN WITHIN ADJUSTABLE ACCELERATION AND DECELERATION LIMITS. BAS SHALL MONITOR A COMMON ALARM OUTPUT FROM THE DRIVE AND ENUNCIATE A LEVEL 2 ALARM WHEN AN ALARM IS INDICATED.

RETURN/RELIEF/OA DAMPERS:

BAS SHALL CONTROL THE DAMPERS AS FOLLOWS:

OCCUPIED: WHEN THE AHU IS ENERGIZED AND RUNNING IN OCCUPIED MODE THE OA, RETURN AIR, AND RELIEF DAMPERS SHALL OPEN (TO A BALANCED SET POINT ADJ.) TO MAINTAIN THE MINIMUM OUTSIDE AIR (SEE AIR FLOR DIAGRAM FOR MINIMUM OUTSIDE AIR CFM).

UN-OCCUPIED: WHEN AHU IS DE-ENERGIZED, DAMPERS SHALL REMAIN IN THEIR "OFF" POSITIONS. WHEN AHU IS ENERGIZED DURING UNOCCUPIED PERIOD THE MINIMUM OA FLOW SETPOINT WILL BE 0 CFM, WHICH WILL CLOSE THE OA DAMPER AND OPEN THE RETURN DAMPER FULL OPEN.

DISCHARGE TEMPERATURE CONTROL:

THE DISCHARGE TEMPERATURE SETPOINT SHALL BE CONTROLLED AS FOLLOWS:

SETPOINT SHALL BE RESET FROM 55°F TO 65°F BOTH ADJUSTABLE TO MAINTAIN THE COOLING REQUESTS AT 4 (ADJ.).

THE BAS SHALL MONITOR RETURN TEMPERATURE TO MAINTAIN A TEMPERATURE SET POINT OF 70° F ADJ ± 5° F

COOLING SECTION:

DX COOLING COIL: THE BAS SHALL SEND A DISCHARGE TEMPERATURE SET POINT TO THE RTU CONTROLLER. THE RTU CONTROLLER SHALL MODULATE THE COOLING SYSTEMS PER THE RTU MANUFACTURER'S PRE-DETERMINED CONTROL SEQUENCE.

DEHUMIDIFICATION MODE:

WHEN THE SPACE HUMIDITY RISES ABOVE 53% (ADJ.) THE UNIT SHALL SWITCH TO DEHUMIDIFICATION MODE USING THE MANUFACTURER'S PRE-DETERMINED CONTROL SEQUENCE AND SHALL MODULATE THE DX COOLING COIL AND HOT-GAS REHEAT TO MAINTAIN A SUPPLY AIR TEMPERATURE OF 55°F (ADJ.). THE UNIT WILL EXIT DEHUMIDIFICATION MODE WHEN SPACE HUMIDITY FALLS BELOW DEADBAND OF 45% (ADJ.). HUMIDITY SET POINT SHALL BE ADJUSTABLE BY THE BAS.

ECONOMIZER:

BAS SHALL CONTROL THE DAMPERS AS FOLLOWS:

RELIEF AIR, OUTSIDE AIR, AND RETURN AIR DAMPERS SHALL BE INTERLOCKED. BAS SHALL MODULATE DAMPERS PER THE DRY BULB COMPARISON ECONOMIZER. MIXED AIR TEMPERATURE SETPOINT SHALL BE 3°F BELOW THE DESIGN DISCHARGE AIR TEMPERATURE SETPOINT.

BALANCE RETURN, OUTSIDE, AND RELIEF AIR DAMPERS TO OUTSIDE AIR CFM AT SUPPLY AIR MINIMUM AND AGAIN AT SUPPLY AIR MAXIMUM. MODULATE LINEARLY AS THE FAN GOES FROM MAXIMUM TO MINIMUM AND VICE VERSA.

SAFETIES:

UPON INDICATION OF THE SUPPLY AND/OR RETURN SMOKE DETECTOR, OR BUILDING FIRE ALARM SYSTEM THE UNIT SHALL BE DE-ENERGIZE UNIT. SMOKE DETECTOR SHALL NOTIFY THE FIRE ALARM SYSTEM AND BAS, SHUT DOWN THE FANS, OUTSIDE, EXHAUST DAMPERS SHALL FULLY CLOSE AND ENUNCIATE AN ALARM.

LOW/HIGH TEMPERATURE ALARM: THE BAS SHALL MONITOR THE TARGET DISCHARGE AIR TEMPERATURE AND ACTUAL DISCHARGE AIR TEMPERATURE. IF THESE TEMPERATURES ARE MORE THAN 10°F (ADJ) FOR MORE THAN 5 MINUTES (ADJ) THE UNIT'S SUPPLY AIR FAN SHALL DE-ENERGIZE AND AN ALARM SHALL BE SENT TO THE BAS.

BAS SHALL ALARM WHENEVER UNIT ALARM ACTIVATES. MAP ALL ALARMS.

POINTS LIST

POINT DESCRIPTOR	POINT TYPE				COMMENTS
	DI	AI	DO	AO	
RETURN AIR DAMPER			•		
RETURN AIR DAMPER ECONOMIZER				•	
RETURN AIR HUMIDISTAT		•			
RETURN AIR TEMP. SENSOR		•			
RETURN AIR SMOKE DETECTOR	•				
OUTSIDE AIR DAMPER ECONOMIZER				•	
OUTSIDE AIR DAMPER			•		
OUTSIDE AIR DAMPER END SWITCH	•				
SUPPLY FAN STATUS	•				PROOF ALARM
SUPPLY FAN START/STOP			•		
SUPPLY FAN ALARM	•				PROOF ALARM
SUPPLY FAN SPEED				•	
EXHAUST FAN STATUS	•				PROOF ALARM
EXHAUST FAN START/STOP			•		
EXHAUST FAN ALARM	•				PROOF ALARM
EXHAUST FAN SPEED				•	
FILTER DIFFERENTIAL PRESSURE		•			
FREEZESTAT	•				
SUPPLY AIR TEMP. SENSOR		•			
SUPPLY AIR SMOKE DETECTORS	•				
FIRE ALARM	•				
EXHAUST AIR DAMPER			•		
EXHAUST AIR DAMPER ECONOMIZER				•	
EXHAUST DAMPER END SWITCH	•				
DUCT STATIC PRESSURE SENSOR - SUPPLY		•			
DUCT STATIC PRESSURE SENSOR - EXHAUST		•			
RETURN AIR CO2 SENSOR		•			
MIXED AIR TEMP. SENSOR		•			

1 M200 MECHANICAL - SC-12 CONTROLS DIAGRAM
SCALE: NONE

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PROJECT TITLE: AUDIO ROOM RENOVATION

MECHANICAL CONTROLS DIAGRAMS

SCALE	AS NOTED	DATE	REVISION NO. 0
DRAWN BY	JWV	12/09/25	M200
CHECKED BY	EJT	12/09/25	
APPROVED BY	JRF	12/09/25	

ELECTRICAL ABBREVIATIONS:

(REFER TO MECHANICAL DRAWINGS FOR MECHANICAL EQUIPMENT ABBREVIATIONS)

A	AMPERES	MCS	MOLDED CASE SWITCH
AFF	ABOVE FINISHED FLOOR	MFR	MANUFACTURER
AFG	ABOVE FINISHED GRADE	MH	MOUNTING HEIGHT
AHU	AIR HANDLING UNIT	MLO	MAIN LUGS ONLY
AIC	AMPERE INTERRUPTING CAPACITY	MOCP	MAXIMUM OVERCURRENT PROTECTION
ATC	AUTOMATIC TEMPERATURE CONTROLS	MTD	MOUNTED
ATS	AUTOMATIC TRANSFER SWITCH	(N)	NEW
AWG	AMERICAN WIRE GAUGE	(NL)	NIGHT LIGHT
BAS	BUILDING AUTOMATION SYSTEM	NC	NORMALLY CLOSED
BLDG	BUILDING	NEC	NATIONAL ELECTRICAL CODE (NFPA 70)
BP	BOILER PUMP	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
BTTY	BATTERY	NFSS	NON-FUSED SAFETY SWITCH
C	CONDUIT	NIC	NOT IN CONTRACT
CB	CIRCUIT BREAKER	NO	NORMALLY OPEN
CT	CURRENT TRANSFORMER	OH	OVERHEAD
CTP	COOLING TOWER PUMP	OL	OVERLOAD
CTRL	CONTROL	P	POLE
CWP	CONDENSER WATER PUMP	PHX	PRIMARY HEAT EXCHANGER (COOLING SIDE)
CWR	CONDENSER WATER RETURN	PRI	PRIMARY
(D)	DEMOLISH AND REMOVE	PT	POTENTIAL TRANSFORMER
DWG	DRAWING	PV	PHOTOVOLTAIC
(E)	EXISTING/EXISTING TO REMAIN	Ø	PHASE
EC	ELECTRICAL CONTRACTOR	(R)	EXISTING TO BE RELOCATED
EGC	EQUIPMENT GROUNDING CONDUCTOR	(RE)	EXISTING SHOWN IN NEW LOCATION
EQPM	EQUIPMENT	RLA	RATED LOAD AMPERES
ET	EXPANSION TANK	SCCR	SHORT CIRCUIT CURRENT RATING
FLA	FULL LOAD AMPERES	SEC	SECONDARY
FLR	FLOOR	SPD	SURGE PROTECTIVE DEVICE
FSS	FUSED SAFETY SWITCH	SSW	SUMP SWEEPER PACKAGE
FVNR	FULL VOLTAGE NON-REVERSING	SWBD	SWITCHBOARD
G/GND	GROUND	SWGR	SWITCHGEAR
GEC	GROUNDING ELECTRODE CONDUCTOR	(T)	TEMPORARY
GFCI	GROUND FAULT CIRCUIT INTERRUPTING	TR	TAMPER RESISTANT
HACR	HEATING, AIR CONDITIONING, REFRIGERATION RATED	T'STAT	THERMOSTAT
H-O-A	HAND-OFF-AUTO	TYP	TYPICAL
HP	HORSEPOWER	UL	UNDERWRITERS LABORATORIES
HWP	HEATING WATER PUMP	UPS	UNINTERRUPTIBLE POWER SUPPLY
JB	JUNCTION BOX	V	VOLTS
K	THOUSAND	VFD	VARIABLE FREQUENCY DRIVE
KCMIL	THOUSAND CIRCULAR MILS	W	WIRE
LV	LOW VOLTAGE	WP	WEATHERPROOF
MCA	MINIMUM CIRCUIT AMPACITY	XFMR	TRANSFORMER
MCB	MAIN CIRCUIT BREAKER		
MCC	MOTOR CONTROL CENTER		
MCP	MOTOR CIRCUIT PROTECTOR		

BRANCH CIRCUIT IDENTIFICATION:

EXAMPLE: PP - 1

ELECTRICAL PANEL — CIRCUIT BREAKER WITHIN PANEL SERVING BRANCH CIRCUIT

LIGHTING CIRCUIT CONTROL IDENTIFIER

$ab ← FIXTURE "a", AND "b" CONTROL

a b ← CONTROL IDENTIFIER (TYP.)

← LIGHTING FIXTURE

CIRCUITING ABBREVIATIONS

PANEL NAME - PANEL ABBREVIATION # CIRCUIT

FIRE ALARM SYSTEM MODIFICATION NOTES:

THE CONTRACTOR SHALL SECURE THE SERVICES OF AN OWNER-APPROVED LICENSED FIRE ALARM SYSTEMS CONTRACTOR TO MODIFY THE EXISTING BUILDING FIRE ALARM SYSTEM AS INDICATED HEREIN. ALL MODIFICATIONS TO THE EXISTING SYSTEM SHALL BE COORDINATED WITH THE OWNER'S FIRE ALARM SYSTEM VENDOR AND MONITORING STATION.

MODIFICATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

1. RELOCATION OF EXISTING FIRE ALARM DEVICES IN RENOVATED SPACES.
2. PROVISION OF NEW FIRE ALARM DEVICES IN RENOVATED SPACES. DEVICES SHALL BE ADDRESSABLE AND COMPATIBLE FOR CONNECTION TO THE EXISTING BUILDING FIRE ALARM SYSTEM.
3. PROVISION OF NEW DUCT SMOKE DETECTORS IN MECHANICAL DUCTWORK WHERE REQUIRED.
4. ADDITION OF NEW POWER SUPPLIES AS REQUIRED TO ACCOMMODATE ADDITIONAL FIRE ALARM DEVICES.
5. CONNECTION OF ALL NEW AND RELOCATED FIRE ALARM DEVICES TO THE EXISTING BUILDING FIRE ALARM SYSTEM.
6. MODIFICATIONS TO THE EXISTING SYSTEM SHALL BE DOCUMENTED ON FULL SIZE DRAWINGS AND SUBMITTED ALONG WITH CUT SHEETS OF EQUIPMENT, DEVICES AND OTHER DESCRIPTIVE DATA TO THE AUTHORITY HAVING JURISDICTION FOR APPROVAL AS REQUIRED BY STATE AND LOCAL FIRE REGULATIONS PRIOR TO BEGINNING WORK.
7. PROGRAMMING OF NEW AND EXISTING SYSTEM COMPONENTS SHALL BE PROVIDED AS REQUIRED BY FIRE ALARM CONTRACTOR.

ELECTRICAL LEGEND:

- J / J WP — JUNCTION BOX - STANDARD, WEATHERPROOF
- NEMA TYPE 5-20R DUPLEX RECEPTACLE OUTLET - SURFACE MOUNTED - WHERE NEW, PROVIDE EXTRA HEAVY DUTY SPECIFICATION GRADE, STRAIGHT BLADE, 20 AMPERE, 125 VOLT, 2 POLE, 3 WIRE GROUNDING TYPE WITH WHITE COLOR (HUBBELL CAT. NO. HBL5362W OR APPROVED EQUAL) - EXACT MOUNTING LOCATION TO BE FIELD-COORDINATED
- WP G — NEMA TYPE 5-20R GFCI DUPLEX RECEPTACLE OUTLET WITH WEATHERPROOF WHILE-IN-USE DEVICE COVER - SURFACE-MOUNTED - WHERE NEW, PROVIDE EXTRA HEAVY DUTY SPECIFICATION GRADE, SELF-TESTING, TAMPER-RESISTANT, WEATHER-RESISTANT, STRAIGHT BLADE, 20 AMPERE, 125 VOLT, 2 POLE, 3 WIRE GROUNDING TYPE WITH WHITE COLOR (HUBBELL CAT. NO. GFR5362SGW OR APPROVED EQUAL) - DEVICE COVER SHALL BE HORIZONTAL GRAY DIE-CAST ALUMINUM LISTED FOR EXTRA DUTY (HUBBELL CAT. NO. WP26EH OR APPROVED EQUAL) - EXACT MOUNTING LOCATION TO BE FIELD-COORDINATED
- WP G — NEMA TYPE 5-20R DOUBLE-DUPLEX GFCI RECEPTACLE OUTLET - SURFACE MOUNTED WITH WEATHERPROOF WHILE-IN-USE DEVICE COVER
- TR — TAMPER RESISTANT DUPLEX RECEPTACLE
- H — 20A, 120V AC, NEMA 5-20R, HOSPITAL GRADE, "SNAPCONNECT" (DUPLEX RECEPTACLE SHOWN) . AS MANUFACTURED BY HUBBELL, CAT. #SNAP8300 SERIES OR EQUAL. TO BE MOUNTED WITH GROUND FACING UPWARDS. MOUNTING HEIGHT TO CENTER OF DEVICE = 18" AFF TO CENTER OF DEVICE BOX U.O.N.. X" = INCHES A.F.F. MOUNTING HEIGHT TO CENTER OF DEVICE (COORDINATE WITH MILLWORK). E.C. TO LABEL ALL RECEPTACLES WITH CORRESPONDING PANELBOARD AND CIRCUIT NUMBER. FINAL COLOR SELECTION BY OWNER
- DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER - VERIFY MOUNTING HEIGHT
- GFCI RECEPTACLE, ABOVE COUNTER
- SPECIAL PURPOSE OUTLET (TYPE AS NOTED)
- COMBINATION NEW FLOOR BOX WITH DEVICES AS INDICATED
- +48" — DEVICE MOUNTED 48" A.F.F. (MOUNTING HEIGHT TO BE AS INDICATED)
- J — JUNCTION BOX - WALL MOUNT
- NON-FUSED DISCONNECT SWITCH
- #AS / #AF / NEMA# — FUSIBLE DISCONNECT SWITCH. "#AS" IDENTIFIES DISCONNECT SWITCH AMPACITY RATING. #AF IDENTIFIES DISCONNECT FUSE SIZE. "NEMA #" IDENTIFIES NEMA ENCLOSURE TYPE.
- # — MOTOR OUTLET - "#" INDICATES HORSEPOWER
- DIRECT CONNECTION TO EQUIPMENT
- CORD & PLUG
- CIRCUIT EXPOSED OR CONCEALED IN CEILING OR WALL CONSTRUCTION - MINIMUM 3/4" CONDUIT WITH THREE #12 AWG CONDUCTORS (LINE, NEUTRAL OR LINE, GREEN INSULATED GROUND) UNLESS OTHERWISE NOTED - NUMBER OF CONDUCTORS SHALL BE INCREASED AS REQUIRED FOR SWITCH LEGS AND TRAVELERS
- CIRCUIT AS ABOVE CONCEALED UNDER FLOOR CONSTRUCTION OR UNDERGROUND
- LOW VOLTAGE WIRING - PROVIDE WIRE SIZE AND RACEWAY AS REQUIRED FOR INSTALLATION
- HOMERUN TO PANELBOARD - NUMBER OF ARROWS INDICATES NUMBER OF CIRCUITS
- CIRCUIT TURNS UP, CIRCUIT TURNS DOWN
- PANELBOARD, 480Y/277V - FLUSH MOUNTED, SURFACE MOUNTED
- PANELBOARD, 208Y/120V - FLUSH MOUNTED, SURFACE MOUNTED
- T — THERMOSTAT
- CAV BOX
- TELECOMMUNICATION OUTLET - FLUSH MOUNTED - PROVIDE FLUSH MOUNTED 2-GANG OUTLET BOX WITH SINGLE-GANG TILE RING AND (1) 1-1/4" CONDUIT WITH PULL STRING CONCEALED IN WALL EXTENDING FROM BOX TO 6" ABOVE CEILING LEVEL - PROVIDE PROTECTIVE PLASTIC INSULATING BUSHING ON CONDUIT END ABOVE CEILING - TELECOMMUNICATION WIRING/CABLING, JACKS AND DEVICE PLATE TO BE PROVIDED BY OTHERS - MOUNT 18" A.F.F. UNLESS OTHERWISE NOTED
- AV — GANG-IN WALL FLUSH MOUNTED OUTLET BOX WITH DUAL GANG PLASTER RING AND (1) 1" EMT CONDUIT CONCEALED IN WALL EXTENDING FROM BOX TO 6" ABOVE CEILING LEVEL. PROVIDE EMT BOX CONNECTOR WITH PLASTIC BUSHING ON CONDUIT END ABOVE CEILING.
- WAP — WIRELESS ACCESS POINT - CEILING MOUNTED
- $M — SINGLE-POLE OR TWO-POLE (AS REQUIRED), 250V AC, 1 HP RATED, TOGGLE TYPE MANUAL MOTOR STARTED UNIT WITH MELTING ALLOY TYPE THERMAL OVERLOAD RELAY, APPROPRIATELY SIZED THERMAL UNITS, NEMA TYPE 1 OR 4 (AS REQUIRED) ENCLOSURE, AND HANDLE GUARD/LOCK-OFF. SQUARE D CLASS 2510 FG OR FW TYPES (AS REQUIRED) OR APPROVED EQUAL. THREE-POLE, 250V AC, 1 OR 2 HP RATED (AS REQUIRED), TOGGLE TYPE MANUAL MOTOR STARTER UNIT WITH MELTING ALLOY TYPE THERMAL OVERLOAD RELAY, APPROPRIATELY SIZED THERMAL UNITS, NEMA TYPE 1 ENCLOSURE AND HANDLE GUARD/LOCK-OFF. SQUARE D CLASS 2510 K TYPE OR APPROVED EQUAL.

LIGHTING

- LINEAR LED FIXTURE
- LINEAR LED FIXTURE
- LIGHT FIXTURE - RECESSED OR SURFACE
- PENDANT FIXTURE
- A (NL) — LETTER REFERS TO FIXTURE TYPE
- EXIT SIGN - CEILING MOUNTED
- EXIT SIGN - WALL MOUNTED
- EXIT SIGN - W/ARROWS INDICATE DIRECTION
- EMERGENCY BATTERY UNIT WITH HEADS
- FIXTURE w/ EMERGENCY BATTERY OR GENERATOR
- $ abcd 3D — WALL SWITCH, +48" OR AS NOTED: SUBSCRIPTS AT SYMBOL INDICATE THE FOLLOWING:
  - 2 - DOUBLE POLE
  - 3 - THREE WAY
  - 4 - FOUR WAY
  - W- WIRELESS
  - K - KEY OPERATED
  - P - PILOT LIGHT
  - D - DIMMER
  - R - REMOTE CONTROL SWITCH (20A, 120/277V) M - MOTOR STARTING SWITCH (20A, 120/277V) T - TIMER SWITCH (0-60 MIN.) (20A, 120/277V)
- OS — OCCUPANCY/VACANCY SENSOR - CEILING
- OS — OCCUPANCY/VACANCY - WALL MOUNTED
- OS D — OCCUPANCY/VACANCY w/DIMMER- WALL MOUNTED
- LC — LIGHTING CONTACTOR
- TC — TIME CLOCK
- PC — PHOTOCELL
- PP — POWER PACK, RMJS-8TN-DV-B POWPACK DIMMING MODULE WITH 0-10V CONTROL BY LUTRON OR EQUAL.
- HUB — VIVE HUB, FLUSH MOUNTED ADAPTER, AND POWER SUPPLY. LUTRON HJS-1-FM OR EQUAL.
- FACP — FIRE ALARM SYSTEM CONTROL PANEL
- RAP — FIRE ALARM SYSTEM REMOTE ANNUNCIATOR PANEL
- HD — FIRE ALARM SYSTEM HEAT DETECTOR
- SD — FIRE ALARM SYSTEM SMOKE DETECTOR
- SD S, SD R — DUCT-MOUNTED SMOKE DETECTOR WITH SAMPLING TUBE - S=SUPPLY, R=RETURN
- FIRE ALARM SYSTEM STROBE NOTIFICATION DEVICE
- FIRE ALARM SYSTEM HORN/STROBE NOTIFICATION DEVICE
- FIRE ALARM SYSTEM MANUAL PULL STATION
- FSD — ADDRESSABLE MODULE WITH FIRE SMOKE DAMPER

GENERAL NOTES

1. WORK INCLUDED: LABOR, MATERIAL, APPLIANCES, TOOLS, EQUIPMENT, FACILITIES, TRANSPORTATION AND SERVICES NECESSARY AND INCIDENTAL TO PERFORMING OPERATIONS IN CONNECTION WITH THE DEMOLITION, DISPOSAL, TRANSPORTATION AND RECONNECTION OF EXISTING REMAINING EQUIPMENT/DEVICES, COMPLETE AS INDICATED IN THE CONTRACT DOCUMENTS AS SPECIFIED HEREIN.
2. THE FOLLOWING IS INTENDED TO COVER THE COMPLETE DEMOLITION, DISPOSAL, TRANSPORTATION AND RECONNECTION OF EXISTING ELECTRICAL EQUIPMENT. THE OMISSION OF EXPRESSED REFERENCE TO ANY ITEM OF LABOR OR MATERIAL FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH PRESENT PRACTICE OF THE TRADE SHALL NOT RELIEVE THE CONTRACTOR FROM PROVIDING SUCH ADDITIONAL LABOR AND MATERIALS.
3. REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL DEMOLITION REQUIREMENTS WHICH AFFECT THE PROPER EXECUTION OF THIS WORK. DIAGRAMS AND SYMBOLS SHOWING ELECTRICAL CONNECTIONS ARE DIAGRAMMATIC ONLY. WIRING DIAGRAMS DO NOT NECESSARILY SHOW THE EXACT PHYSICAL ARRANGEMENT OF THE EQUIPMENT.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH FEATURES OF THE BUILDING AND SITE WHICH MAY AFFECT THE PROPER PERFORMANCE OF THIS WORK.
5. IT IS UNDERSTOOD AND AGREED THAT THIS CONTRACT DOES NOT CONTEMPLATE THE HANDLING OF ASBESTOS, PCB OR ANY HAZARDOUS WASTE MATERIAL. IF ASBESTOS, PCB OR ANY HAZARDOUS WASTE MATERIAL IS ENCOUNTERED, NOTIFY THE ARCHITECT IMMEDIATELY. DO NOT DISTURB, HANDLE OR ATTEMPT TO REMOVE.
6. THE EXISTING FIRE ALARM SYSTEM SHALL REMAIN OPERATIONAL DURING CONSTRUCTION. VERIFY EXISTING FIRE ALARM SYSTEM REFER TO THE DRAWINGS FOR EQUIPMENT TO BE RELOCATED AND REUSED.
7. THE CONTRACTOR SHALL FIELD VERIFY EXISTING EQUIPMENT, DEVICES, AND/OR CIRCUITS THAT ARE REMAINING. CIRCUITS SHALL BE RECONNECTED TO NEW OR EXISTING POWER DISTRIBUTION EQUIPMENT AND FUNCTION IN THE MANNER THEY WERE ORIGINALLY DESIGNED. PROVIDE ADDITIONAL EQUIPMENT, DEVICES, OUTLET BOXES, CONDUIT, WIRING AS REQUIRED TO RESTORE CONTINUITY TO THESE CIRCUITS.
8. WHERE FIXTURES, EQUIPMENT, DEVICES ARE SPECIFIED BY THE CONTRACT DOCUMENTS FOR REMOVAL, THE CONTRACTOR SHALL REMOVE CIRCUIT CONDUCTORS/CABLING BACK TO THE NEAREST REMAINING JUNCTION BOX AND/OR POINT OF TERMINATION.
9. WHERE IT IS NOT FEASIBLE TO REMOVE UNUSED FLUSH MOUNTED OUTLET BOXES AND CONCEALED RACEWAYS IN EXISTING, REMAINING WALLS AND/OR CEILINGS REMOVE WIRING AND PROVIDE BLANK COVER PLATES OVER OUTLET BOXES.
10. SEAL ABANDONED FLOOR PENETRATIONS IN A MANNER ACCEPTABLE TO THE ARCHITECT. DISCONNECT ABANDONED CIRCUITS AT EXISTING PANELBOARDS AND REMOVE WIRE TO LAST REMAINING DEVICE. LABEL ABANDONED CIRCUIT BREAKERS "SPARE".
11. REFER TO THE MECHANICAL/PLUMBING DRAWINGS AND SPECIFICATIONS FOR EQUIPMENT TO BE REMOVED. DISCONNECT AND REMOVE EXISTING SAFETY/DISCONNECT SWITCHES, CONDUIT, CONDUCTORS, OUTLET BOXES, CONTROL DEVICES, RELAYS, ELECTRICAL MOUNTING HARDWARE, ETC. FOR THE PROPER DEMOLITION OF THE EQUIPMENT INDICATED FOR REMOVAL.
12. PROVIDE NEW TYPEWRITTEN DIRECTORIES FOR RE-USED PANELBOARDS THAT ARE ALTERED AS PART OF THE DEMOLITION.

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PROJECT TITLE: AUDIO ROOM RENOVATION

ELECTRICAL — LEGEND, NOTES AND ABBREVIATIONS

REVISIONS					
REV.	REVISIONS	RVSD	CHCKD	APRVD	DATE
0	ISSUED FOR OWNER REVIEW	JWV	EJT	JRF	12/09/25
	ISSUED FOR BID		EJT	JRF	2/27/26

SCALE	AS NOTED	DATE	REVISION NO. 0
DRAWN BY	JWV	12/09/25	
CHECKED BY	EJT	12/09/25	E000
APPROVED BY	JRF	12/09/25	

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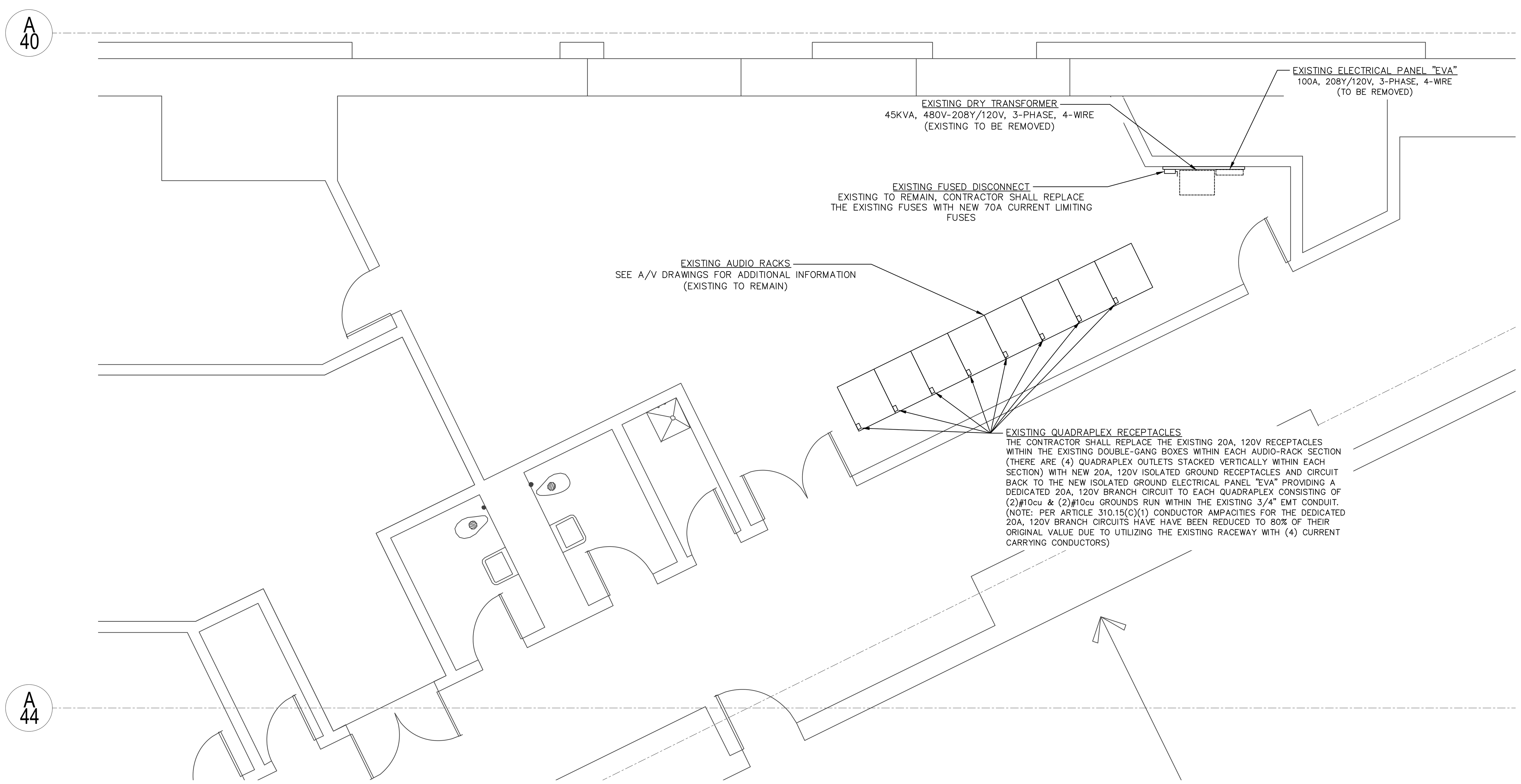
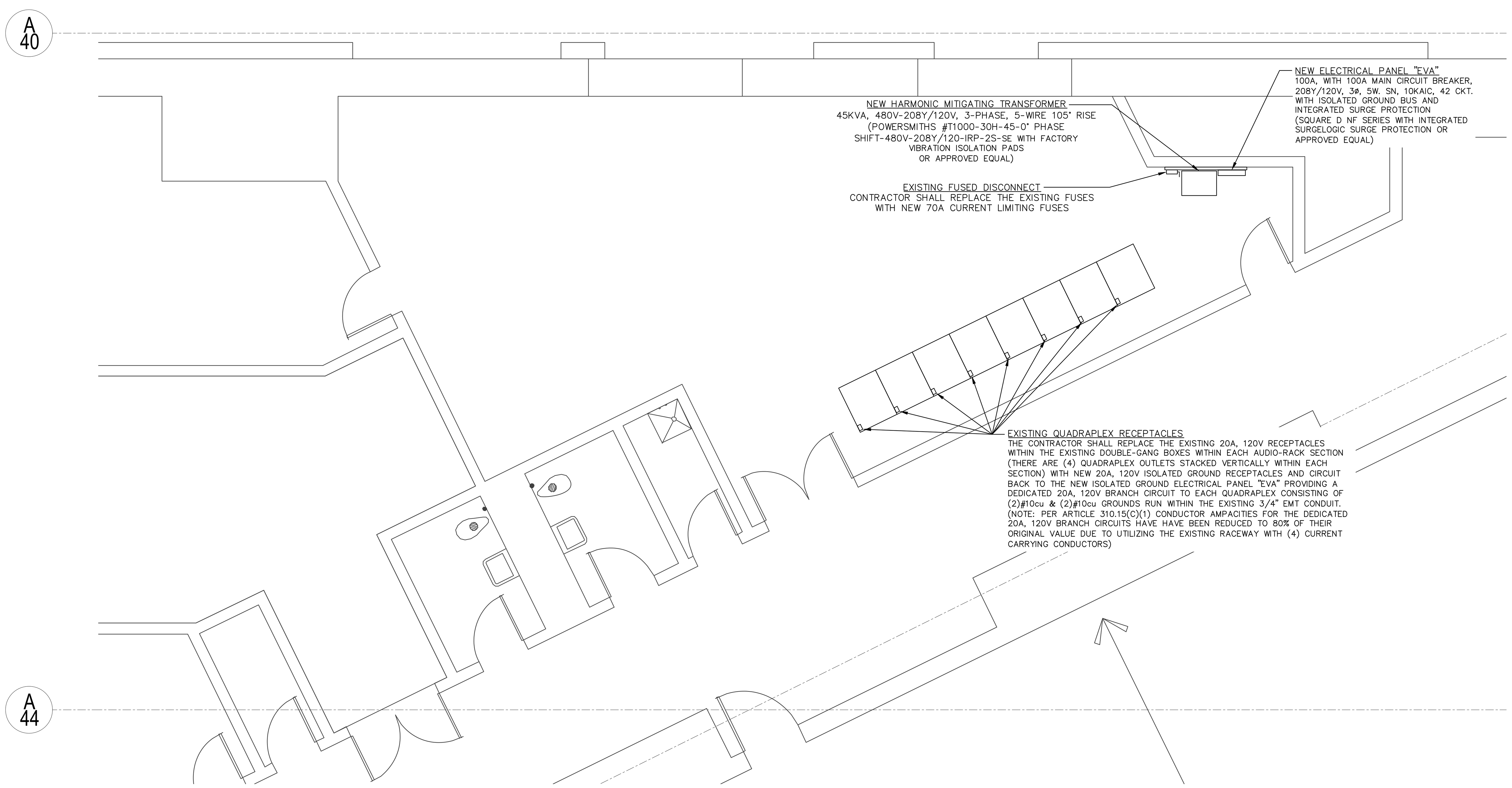


1 E100 ELECTRICAL 3RD FLOOR PROJECTION ROOM FLOOR PLAN – DEMOLITION

SCALE: 1/4"=1'-0"

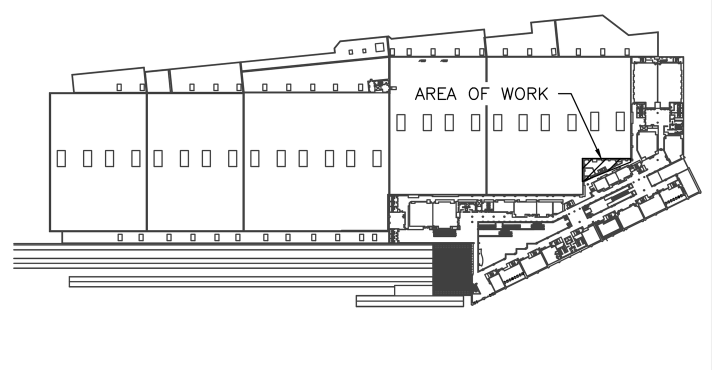


2 E100 ELECTRICAL 3RD FLOOR PROJECTION ROOM FLOOR PLAN – NEW WORK

SCALE: 1/4"=1'-0"

GENERAL NOTES:

1. SEE SHEET E000 AND E001 FOR ELECTRICAL LEGEND, ABBREVIATIONS AND SPECIFICATIONS.



KEY PLAN

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PROJECT TITLE: AUDIO ROOM RENOVATION

ELECTRICAL – THIRD FLOOR PROJECTION ROOM DEMOLITION & NEW WORK PLANS

REV.	REVISIONS	RVSD	CHCKD	APRVD	DATE
0	ISSUED FOR OWNER REVIEW	JWV	EJT	JRF	12/09/25
	ISSUED FOR BID		EJT	JRF	2/27/26

SCALE AS NOTED	DATE	REVISION NO. 0
DRAWN BY EJT	12/09/25	E100
CHECKED BY EJT	12/09/25	
APPROVED BY JRF	12/09/25	

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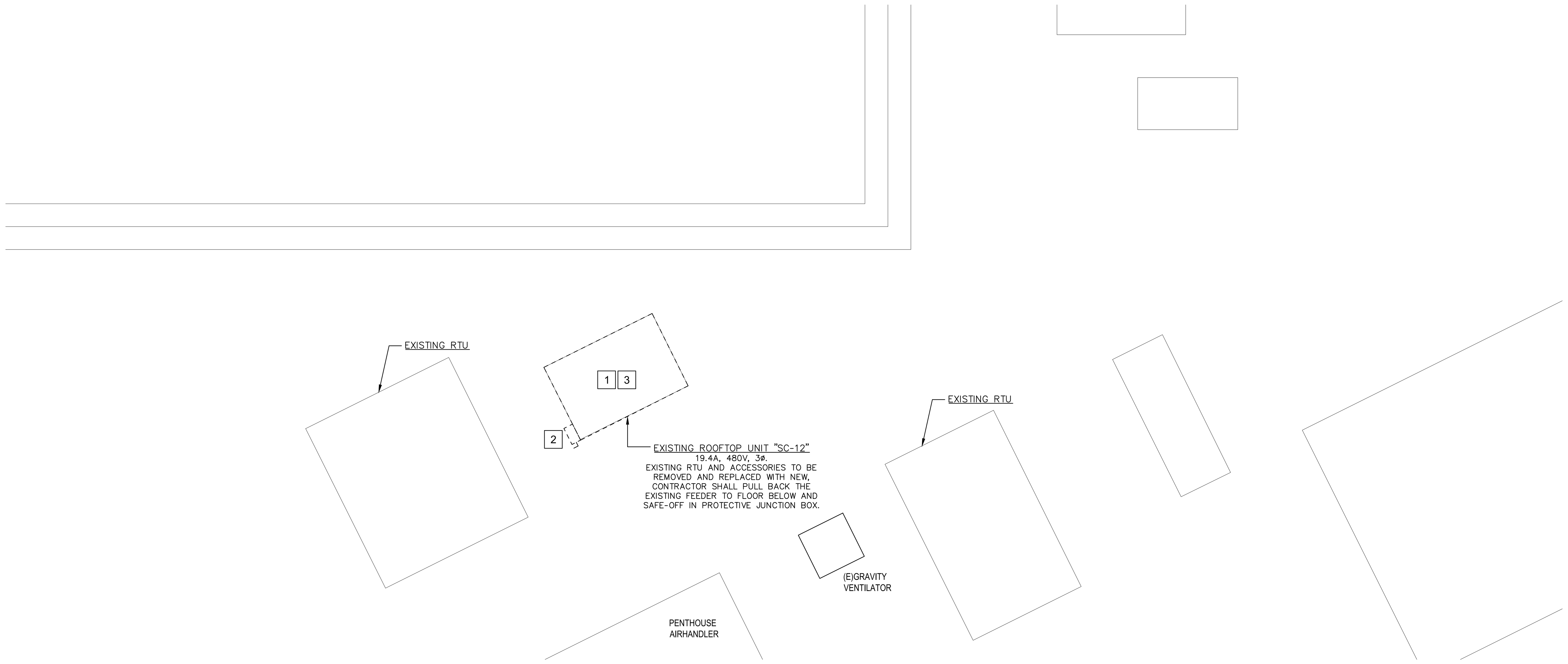
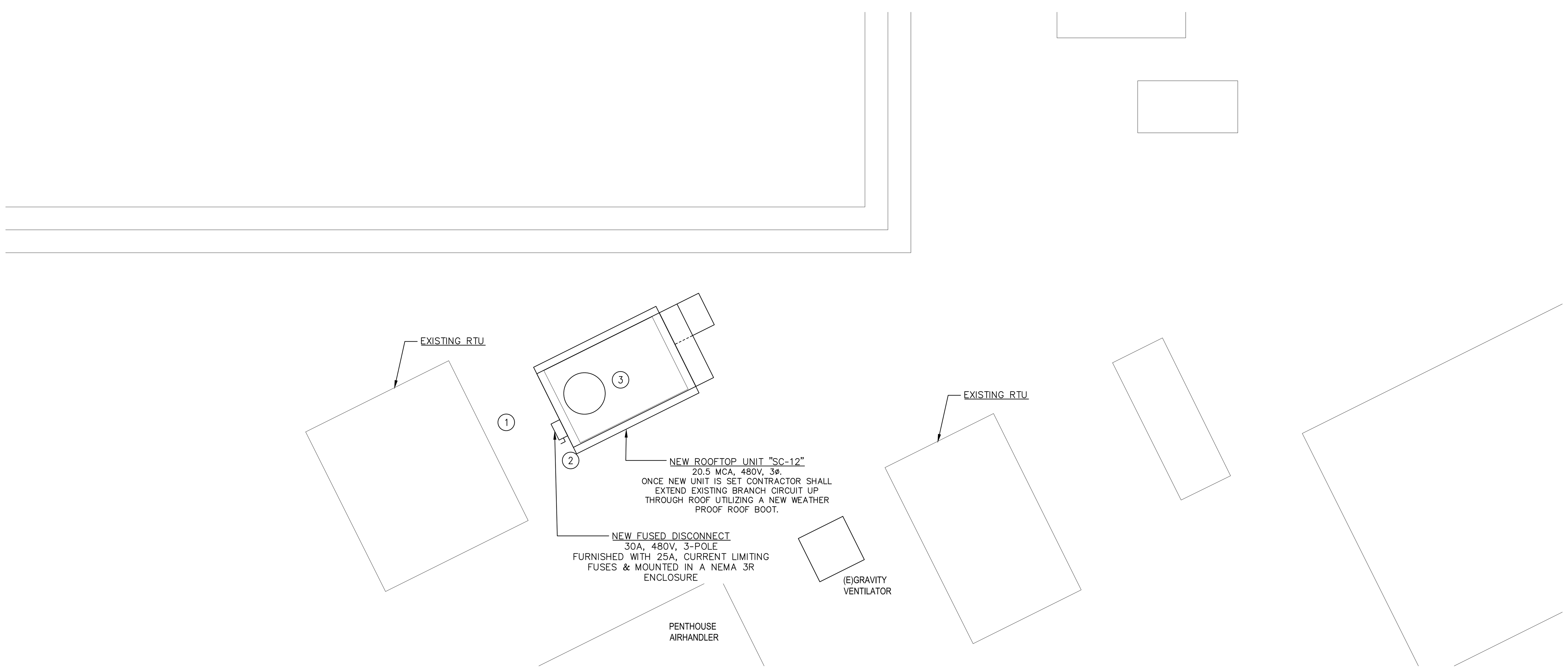


1 E101 ELECTRICAL PARTIAL ROOF PLAN – DEMOLITION POWER

SCALE: 1/4"=1'–0"



2 E101 ELECTRICAL PARTIAL ROOF PLAN – NEW WORK POWER

SCALE: 1/4"=1'–0"

GENERAL NOTES:

1. SEE SHEET E000 AND E001 FOR ELECTRICAL LEGEND, ABBREVIATIONS AND SPECIFICATIONS.
2. ELECTRICAL DEMOLITION PLAN IS BASED ON INFORMATION OBTAINED FROM FIELD SURVEYS AND EXISTING DRAWINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD–VERIFICATION OF EXISTING CONDITIONS PRIOR TO BEGINNING WORK, AND SHALL CONTACT DEDC, LLC IF FIELD CONDITIONS ARE FOUND TO DIFFER FROM THOSE INDICATED ON DRAWINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD– IDENTIFICATION OF EXISTING CIRCUITS WHERE CIRCUITS ARE UNKNOWN.
3. SYMBOLS WITH LIGHT LINEWEIGHTS REPRESENT ITEMS THAT ARE EXISTING TO REMAIN UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY REMOVAL AND RE–INSTALLATION OF EXISTING CEILING TILES AS REQUIRED TO ACCOMMODATE ELECTRICAL WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ALL CEILING TILES DAMAGED AS RESULT OF WORK. CONTRACTOR SHALL INSPECT EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK AND PROVIDE WRITTEN REPORT OF EXISTING DAMAGE TO OWNER'S REPRESENTATIVE.
5. SEQUENCE OF ELECTRICAL WORK SHALL BE COORDINATED WITH MECHANICAL CONTRACTOR.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING AND RE–CONNECTING LIGHTNING PROTECTION PRIOR TO DEMOLITION OF THE EXISTING SC–12 AND AFTER INSTALLATION OF (N)SC–12.

DEMOLITION KEYED SHEET NOTES:

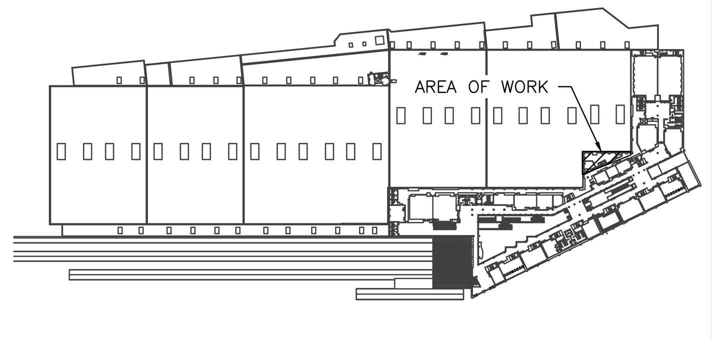
$\boxed{1}$ EXISTING ROOFTOP AIR HANDLING UNIT (RTU) TO BE DEMOLISHED BY MECHANICAL CONTRACTOR. PERFORM ALL ASSOCIATED ELECTRICAL DEMOLITION AS REQUIRED. DEMOLITION OF CONTROL CIRCUITS (NOT SHOWN) SHALL BE COORDINATED WITH CONTROLS CONTRACTOR.

$\boxed{2}$ MAIN POWER FEEDER TO RTU FROM POWER PANEL TO REMAIN FOR RE–USE.

$\boxed{3}$ EXISTING RETURN AIR DUCT SMOKE DETECTOR TO BE REMOVED FOR REPLACEMENT. EXACT LOCATION IN RETURN DUCTWORK IS UNKNOWN – CONTRACTOR TO IDENTIFY IN FIELD. SEE FIRE ALARM SYSTEM SCOPE OF WORK ON SHEET E–000 FOR DEMOLITION DETAILS.

NEW WORK KEYED SHEET NOTES

1. RE–USE EXISTING MAIN POWER FEEDER POWER PANEL & EXTEND AS REQUIRED. INSTALL NEW CONTROL WIRING FROM UNIT TO CONTROL PANEL PREVIOUSLY SERVING DEMOLISHED RTU.
2. ENSURE WATERTIGHT PENETRATION THROUGH ROOF STRUCTURE TO UNIT.
3. NEW SMOKE DAMPER (PROVIDED BY MECHANICAL CONTRACTOR FOR EACH AHU COMMON SUPPLY & RETURN DUCT). SEE FIRE ALARM SYSTEM SCOPE OF WORK ON SHEET E–000 FOR NEW WORK DETAILS.



N KEY PLAN

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ELECTRICAL – PARTIAL ROOF PLAN POWER

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APPROVED BY	JRF	12/09/25	

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