

IN WITNESS WHEREOF, the parties have caused *this instrument* to be signed, attested to and sealed.

OWNER
New Jersey Schools Construction Corporation

Attest:

_____ by _____
(Signature) (Signature) Date

(Printed Name) (Printed Name)

(Title) (Title)

Attest:

_____ by _____
(Signature) (Signature) Date

(Printed Name) (Printed Name)

(Title) (Title)

CONTRACTOR
(Name of Contractor)

Witness or attest

_____ by _____
(Signature) (Signature) Date

(Printed Name) (Printed Name)

(Title) (Title)

AFFIX SEAL IF A CORPORATION

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AUTHORITY means the New Jersey Economic Development Authority, created pursuant to **P.L.** 1974, c.80, as amended (**N.J.S.A.** 34:1B-4 et seq.), or any successor thereto, or any representative authorized to act on behalf of the Authority with respect to the School Facilities Projects and the Contract.

CHANGE IN THE WORK means a change in the School Facilities Projects, the Work or the Contract Documents, including, but not limited to, an increase or **decrease** in the **Work**, or an acceleration of time for the performance of the Work, or a change in the sequence in which the Work is to be performed.

CHANGE ORDER means a written order, **directing** or **authorizing** a Change in the Work. Change Orders shall be **executed** by the Authority and the Contractor and shall include all adjustments to compensation and time warranted by the Change in the **Work**.

CLAIM means a demand by the Contractor for (a) a time extension which is disputed by the Authority, or (b) the payment of money or **damages**, arising from **work** done by or on behalf of the Contractor in connection with the Contract, that is disputed by the Authority. A Claim will cease to be a Claim upon resolution thereof, **including** resolution by withdrawal or release or delivery of a Change Order or other amendment to the Contract Documents signed by all parties.

CLIENT SCHOOL DISTRICT means the school district or school districts in which a School Facilities Project is located.

CONSTRUCTION CHANGE DIRECTIVE means a written order, **signed** by the Authority, **directing** a change in the Work prior to agreement on appropriate Contract Price and Contract Time adjustments.

CONTRACT means the entire and integrated agreement **between** the Contractor and the Authority encompassing all of the Contract **Documents**.

CONTRACT CHANGE REQUEST means a written **request**, by the Contractor or the Authority, for an adjustment in **the** Contract Price, a modification to the **Contract** Documents or an extension of Contract Time.

CONTRACT COMPLETION means that point in time after Substantial Completion **and** Final Acceptance and Completion of all School Facilities **Projects comprising** the School Facilities Package when all requirements of the Contract Documents have **been** satisfied and final payment **has been** tendered.

CONTRACT DOCUMENTS means the executed form of contract, General Conditions, Supplementary Conditions, plans, Specifications, scopes of work, instructions to bidders and addenda, **Price Proposal**, Technical Proposal, Change **Orders**, other amendments, **and** all exhibits, appendices and documents attached to or referenced in any of the foregoing materials.

CONTRACT PRICE means the **sum** stated in the Contract, **as** it may be adjusted in accordance with the Contract Documents, that represents the total amount payable by the Authority to **the** Contractor for performance of the Work.

CONTRACT TIME means the number of calendar Days allotted in the Contract Documents for completion of the **Work**.

CONTRACTOR means the individual, firm, partnership, corporation, limited liability company, or any acceptable combination thereof contracting with the Authority for **performance** of the construction of the School Facilities Package, pursuant to the Contract Documents.

DAY means a calendar **day**, **unless** otherwise designated.

DESIGN CONSULTANT means the person or entity lawfully practicing architecture or engineering that is **engaged** by the Authority to provide **certain services** in connection with the School Facilities Package.

FINAL ACCEPTANCE AND COMPLETION means that point in time when the Authority issues a Certificate of Final Acceptance and Completion for the **School Facilities Project** or School Facilities Package after all of the *events* delineated in Article 11 have **occurred**.

FORCE MAJEURE EVENT means any event beyond the control of **the Contractor** that is not due to an act or omission of the Contractor (or any subcontractor or other person or entity for which the Contractor may be contractually or legally responsible) that **materially and adversely affects** the Contractor's obligations under the Contract, to the extent that such event (or the effects thereof) could not have been avoided or mitigated by due diligence and use of reasonable efforts by the Contractor. Force Majeure Events may include acts of God, tornadoes, **floods, hurricanes, earthquakes**, tidal waves, blizzards or other **natural** disasters, fires, unusually **severe or abnormal** weather conditions, epidemics, quarantine restrictions, acts of the **state** or federal government in their sovereign capacity, **wars, riots**, and civil commotion.

NOTICE TO PROCEED means a notice from the Authority to the Contractor **authorizing** the Contractor to proceed with the Work.

PROJECT SCHEDULE means the most current schedule for the **Package** submitted by the Contractor and approved by the Authority, as **described** in Article 4 of the Contract Documents and Section 1310 of the Specifications. Initially, the Project Schedule **shall** be the approved baseline Project Schedule and thereafter it shall be the most recent approved **revised Project** Schedule.

PROJECT SITE means the geographical location of each School Facility **Project** where **Work** is to be performed.

PUNCH LIST means the list of incomplete or defective Work that remains to be completed after achievement of Substantial Completion.

RETAINAGE means money withheld by the Authority from **funds** otherwise due the Contractor, as delineated in Article 13.

SCHOOL FACILITY means and includes **each** structure, building or facility used wholly or in **part** by a Client School District for academic **purposes**.

SCHOOL FACILITIES PACKAGE or **PACKAGE** means all of the **School** Facilities Projects that are identified in the Supplementary Conditions. The **Contractor's Work** under the Contract shall **encompass** all of the School Facilities Projects included in the School Facilities Package.

SCHOOL FACILITIES PROJECT or **PROJECT** means **the** demolition, construction, improvement, repair, alteration, modernization, **renovation, reconstruction or** maintenance of **all** or any part of a School Facility or of any personal property necessary for or **ancillary** to any School Facility. Each School Facilities **Project** that is part of the Contractor's **Work** is identified in the Supplementary Conditions.

SPECIFICATIONS means that document attached hereto and made a part hereof.

STATE means the State of New Jersey, its departments, agencies, **officers** and employees.

SUBSTANTIAL COMPLETION means that point in time, with regard to a School Facilities Project or School Facilities Package, when all essential requirements of the Contract Documents have been satisfied so that the purpose of the Contract Documents is accomplished; when the Punch List **has been created**; when there are no important or material omissions or technical defects or deficiencies, as defined by the Authority; and when a permanent Certificate of Occupancy or a permanent Certificate of Acceptance **has been issued** and the School Facility is ready for occupancy in accordance with its intended purpose.

SUPPLEMENTARY CONDITIONS means that document attached hereto and made a part hereof.

WORK means the **furnishing** of all labor, services, materials, equipment, tools, **transportation**, supplies and other incidentals to be furnished, provided or performed by the Contractor, **as required** by the Contract Documents, including all **efforts necessary** or appropriate to achieve Final Acceptance and Completion.

1.2 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 in accordance with 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 a Project as being performed by others is the Work deemed not to constitute construction of the entire Project.

1.3 Interpretation

In the Contract Documents, where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; the words "including," "includes," **and** "include" **shall** be deemed to be followed by the words "without limitation"; **unless** otherwise indicated, references to articles, sections, appendices or schedules **are** to **this** Contract; words such as "herein," "hereof," "hereunder," and "foregoing" shall refer to the entire document in which they **are contained and** not to any particular provision or section; words not otherwise defined, which **have well-known** technical or construction industry meanings, are used in accordance with such recognized **meanings; and** words of any gender used herein shall include each other gender, where appropriate. **When** two or more potential interpretations of the same requirement of **the Work** exist, the **most** stringent (as determined by the Authority in its sole discretion) shall apply. **Unless** otherwise specified, **lists** contained in the Contract Documents defining the **Projects, the Package or the Work** shall not be deemed all-inclusive. **This** Contract shall not be construed as if it was prepared by the Authority, but rather as if both parties had prepared it.

1.4 Referenced Standards

Unless otherwise specified by the Authority, any reference in the Contract Documents to a described publication affecting any portion of a Project or the **Work** shall be deemed to mean the latest edition or revision thereof, including amendments and supplements thereto.

1.5 Explanations

Should it appear that the **Work** or any of the matters relative thereto is not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Authority in writing for such further written explanations as may be necessary and shall abide by the explanation provided. The Contractor shall promptly notify the Authority of all errors, omissions, inconsistencies or other defects (including inaccuracies and inconsistencies) which it may discover in the Contract Documents, provide written recommendations regarding changes or corrections to resolve any such error, omission or defect, and obtain the Authority's approval before proceeding with the **Work** affected thereby. The Contractor shall not take advantage of any apparent error or omission, inconsistency or other defect in the Contract Documents.

1.6 Approvals

In all cases where approvals, consents or determinations are required to be provided hereunder, such approvals or consents shall not be withheld unreasonably and such determinations shall be made reasonably, except in cases where a different standard (such as, by way of example only, sole discretion) is specified. In cases where sole discretion is specified for an approval, consent, determination or other decision, the decision shall not be subject to dispute resolution hereunder.

1.7 Plans and Specifications.

The plans consist of general drawings and show such details as are necessary to give a comprehensive representation of the construction contemplated. The Contractor shall keep one set of plans available at a 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, without entitlement to a Change Order hereunder.

1.8 Conformity with Contract Documents

All **Work** performed shall be in conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, shown in the Contract Documents. The purpose of tolerances is to accommodate occasional minor variations from the middle portion of the tolerance range that are unavoidable for practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the **Work** shall be so controlled that the **Work** shall not be preponderantly of borderline quality or dimension. Although measurement, sampling and testing may be considered evidence of conformity, the Authority shall determine whether the **Work** deviates from the Contract Documents.

1.9 Order of Precedence

1.9.1 Each of the Contract Documents is an essential part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete contract. In the event of any

conflict **among** the Contract Documents, the executed form of contract **and** all Change Orders shall control. With respect to the other Contract Documents, the order of precedence shall be **as set forth** below:

- (a) General conditions
- (b) Supplementary Conditions
- (c) Plans
- (d) Specifications

1.9.2 The parties realize that in **performing** the Work, field conditions may **require** modifications in the plans and quantities of Work involved. Work must **be** carried out to **meet** these field conditions to the satisfaction of the Authority and in accordance with its **directions** and **the** Contract Documents.

ARTICLE 2. THE AUTHORITY

2.1 Authority Obligations

2.1.1 The Authority shall designate, in writing, **one** or more representatives who shall **have** express authority to bind the Authority with respect to *certain* of the matters **requiring** the Authority's approval or authorization.

2.1.2 **Unless** otherwise provided in the Contract **Documents**, upon Contract award, the Authority will furnish to the Contractor, **free** of charge, six (6) copies of the plans and Specifications, **and** any additional instructions by **means** of supplemental drawings, manuals, or other documents reasonably necessary for the **proper** execution of the Work.

2.1.3 Information **and** services under the Authority's control shall be **furnished** with reasonable promptness in accordance with the Contract **Documents** in order to **permit** an orderly **progress** of the Work.

2.1.4 The Authority will **secure** **and** pay for *required* Uniform Construction Code permits.

2.1.5 The Authority will furnish surveys describing the Project Sites, **as** applicable. The Contractor shall be entitled to rely on the accuracy of **this** information, but shall **exercise** proper caution with **regard** to the safe and legal performance of the Work.

2.1.6 The Authority will have all additional duties and responsibilities specifically **assigned** to it in other parts of the Contract Documents.

ARTICLE 3. CONTRACTOR

3.1 Responsibility for the Work

3.1.1 The Contractor shall furnish all construction and other services, provide all **materials**, equipment and labor and **undertake** all efforts necessary or appropriate to construct a Project in accordance with the requirements of the Contract Documents, the Project Schedule, applicable law, governmental approvals, the approved quality management program, the approved Contractor's safety program, the plans and Specifications and all other applicable safety, environmental and other requirements, **taking** into account the **limits** of each Project Site and all

other applicable physical limits resulting ~~from~~ constraints affecting each Project, ~~so~~ as to achieve Substantial Completion, Final Acceptance and Completion and Contract Completion by the deadlines specified herein, and otherwise to do in a timely ~~manner everything~~ required by and in accordance with the Contract Documents. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by ~~reviews, tests,~~ inspections or approvals performed by any ~~person,~~ or by the failure of any ~~person~~ to take such action.

3.1.2 The Contractor shall supervise and be responsible for ~~the~~ acts and omissions of the Contractor's employees, ~~agents, officers~~ and subcontractors and other ~~persons~~ performing ~~portions~~ of the Work, as ~~though~~ all such persons were directly employed by the Contractor.

3.2 Review of Contract Documents and Site

3.2.1 The Contractor shall carefully study and review the Contract Documents.

3.2.2 The Contractor acknowledges that, prior to submitting its bid, in accordance with prudent and generally accepted engineering and construction practices, it inspected and examined each Project Site and surrounding locations and undertook other appropriate activities sufficient to familiarize itself with the Site to the extent the Contractor deemed necessary or advisable for bidding the Package, and as a result of such review, inspection, examination and other activities the Contractor is familiar with and accepts the physical requirements of the Work.

3.2.3. The Contractor shall perform no portion of the Work without Contract Documents, or where required, approved shop drawings, product data or samples for such portion of the Work.

3.3 Quality Management Program

The Contractor shall have full responsibility for quality assurance and quality control for each Project, including provision of and compliance with a quality management program, meeting all of the requirements contained in the Supplementary Conditions.

3.4 Safety Program

The Contractor shall have full responsibility for safety at each Project Site at all times prior to Acceptance and Completion of each Project. The Contractor shall provide and comply with a Project safety program, meeting all of the requirements contained in the Supplementary Conditions.

3.5 Scheduling

The Contractor shall at all times schedule and direct the Work to provide an orderly progression of the Work to achieve Completion within the time specified in the Contract Documents, including furnishing such employees, materials, facilities and equipment and working such hours, including extra shifts and overtime hours, as may be necessary to achieve such goal, all at the Contractor's own expense.

3.6 Performance as Directed

At all times during the term of the Contract, including during the course of, and notwithstanding the existence of any dispute, the Contractor shall perform as directed by the Authority, in a diligent manner and without delay, shall abide by the Authority's decision or order, and shall comply with all applicable provisions of the Contract Documents.

ARTICLE 4. ~~TIME~~; PROJECT SCHEDULE AND PROGRESS

4.1 Time of Essence

~~Time~~ is of the essence in ~~this~~ Contract.

4.2 Deadlines for Substantial Completion, Final Acceptance and Completion and Contract Completion

The Contractor shall achieve Substantial Completion, Final Acceptance and Completion, and Contract Completion ~~on~~ or before the dates ~~set~~ forth in the Supplementary Conditions or such other dates for Substantial Completion and Final Acceptance and Completion as may be established by Change Order. Failure to achieve Substantial Completion or Final Acceptance and Completion by the dates established by the Contract Documents will result in the application of Liquidated Damages in accordance with Article 12.

4.3 Contract ~~Time~~/Notice to Proceed

Contract ~~Time~~ shall **commence** on the **start** date set forth on the written Notice to Proceed issued by the Authority. The Notice to Proceed will be issued by the Authority after receipt and acceptance of properly executed Contract Documents, including, but not limited to, **performance and** payment bonds, and insurance certificates. Unless otherwise ordered by the Authority in writing, the Contractor shall initiate **Work** within **5** Days of the **start** date set forth in the Notice to Proceed. The Contractor shall not be entitled to delay, disruption, acceleration or any other claims **arising from** a deferred issuance of the Notice to Proceed. The Contractor shall perform no **Work** prior to the issuance of the Notice to Proceed.

4.4 Construction Progress Schedule

4.4.1 Scheduling of the **Work** is and shall be the Contractor's responsibility. ~~The~~ Contractor shall determine the most feasible ~~order~~ for the **Work** commensurate with the requirements of the Contract Documents. The construction of each Project shall be ~~undertaken~~ and completed in accordance with the Project Schedule prepared by the Contractor ~~and~~ approved by the Authority, as described in the Contract Documents. The Contractor shall provide a baseline Project Schedule and shall thereafter provide revised Project Schedules ~~on a~~ monthly basis. ~~The~~ Project Schedule shall, among other things, provide that Substantial Completion and Final Acceptance and Completion of each Project shall be achieved by the ~~dates~~ required by the Contract Documents. The Project Schedule shall be subject to review and ~~approval~~ by the Authority, and shall be updated monthly and revised periodically as described ~~herein~~.

4.4.2 The Project Schedule shall be used by the parties for planning and **monitoring** the progress of the Work and ~~as~~ the basis for determining the amount of ~~the~~ monthly **progress** payment to be made to the Contractor. The Project Schedule shall also be used by the Authority to ~~determine~~ if the Contractor is adequately planning and **executing** the **Work** and conducting activities in accordance with the Contract Documents.

4.5 Delays and Extensions of Time

4.5.1 If the Contractor is delayed in completion of the **Work** by a Force Majeure Event, the time ~~for~~ **attaining Substantial Completion, Final Acceptance and Completion** or Contract Completion, as appropriate, will be extended commensurate with the delay.

4.5.1.1 No time extension will be granted for time lost due to **normal** seasonal weather conditions. In order to qualify for consideration for a time extension due to unusually severe or **abnormal** weather conditions, the Contractor must **demonstrate** that the weather conditions during a given quarterly **period** (summer, fall, winter, **spring**) were **more** severe at **the** Project Site, and that these weather conditions critically impacted either the Substantial Completion, Final Acceptance and Completion **or** Contract Completion date by delaying the **performance** of Work on the Project's critical path. If unusually severe or abnormal weather conditions **are** shown to have affected a Project's critical path, a non-compensable time extension will be considered for that portion of the **proven** weather-related delays which exceeded **the** normal weather delays which should have been anticipated for the quarterly period in question. No time extensions will be considered for any weather conditions that do not **affect** work on critical path.

4.5.2 If required under any other provision of the Contract Documents, an extension of time **commensurate** with the delay will be **granted**.

4.5.3 In no event, will **an** extension of time be granted **where** it is **determined** that the Contractor could have avoided the circumstances that caused the request for the extension.

4.5.4 The burden of proof for substantiating a request for an extension of time shall **be** on the Contractor, and shall include evidence that **the cause was** beyond **the** control of **the** Contractor, as well **as** any other justification and supporting evidence that the Authority **requires** to evaluate the Contractor's **request**. If the Authority **determines** that the Contractor is entitled to an extension of any Contract completion date under the provisions of the Contract Documents, **the determination** as to the total number of Days of the extension shall be based upon the **currently** approved Project Schedule and on all **data** relevant to the **extension**.

4.5.5 No extension of time will be granted unless the reason for the delay is **determined** to be totally beyond the control of the Contractor, is due **to no** direct or indirect fault of **the** Contractor **and** results in a direct delay to work on the critical path of a CPM Project Schedule or a delay which exceeds available float for an activity on a bar chart Project Schedule.

4.5.6 Float time shown on the Project Schedule is **not** for the exclusive use of either the Contractor or the Authority. Float time is available for **use** by both **parties** to facilitate the effective use of available **resources** and to **minimize** the impact of problems that **may arise** during construction. **No** time extension will be granted as a result of any problem, Change Order or delay that only results in the loss of available positive **float** on the Project Schedule. The Contractor shall have **no** claim for cost **escalation** for any activity that is completed **on** or before the late **end** date shown on the approved baseline Project Schedule. Float time **shown** on the Project Schedule shall not be used by the Contractor in a **manner** that, in the opinion of the Authority is detrimental to the interests of the Authority. If the Contractor **refuses** to **perform** any item of Work, the Authority may, **regardless** of the float shown to be available for the Work, consider the Contractor to be in breach of the **Contract**.

4.5.7. No extension of time will be granted **unless** the Contractor **makes** a written request for an extension to the Authority within **seven (7)** Days of the **first** instance of **the** delay. The request **shall** include the nature of the delay, the commencement **date** of the delay, activities on the Project Schedule affected by the delay, person or **firms** responsible for the delay, **the** anticipated extent of the delay, and **recommended** action to **minimize** the delay.

4.5.8 The Contractor shall make no claim for **damages** **or** additional compensation for any delay in or **hindrance** to its performance of the Work occasioned by any act or omission by the

Authority or any of its representatives or for any reason enumerated in **this** Article and shall be fully compensated by an extension of Contract Time to complete the performance of the Work, unless the delay or hindrance is caused by the negligence, bad faith, active interference or other tortious conduct of the Authority or its representatives. If the delay is caused by such negligence, bad faith, active interference or tortious conduct, the Contractor shall be entitled to compensation on a time and materials basis, as provided in Article 7.4.4 and Section 1080 of the Specifications.

ARTICLE 5. PROSECUTION AND PROGRESS OF THE WORK

5.1 Supervision

5.1.1 The Contractor shall supervise and direct the Work as skillfully and attentively as possible. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Authority and its contractors, agents, servants and employees in every way possible.

5.1.2 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 superintendent capable of reading and thoroughly understanding the Contract Documents, and who is thoroughly experienced in the type of construction being performed. The superintendent shall have the authority to represent and act for the Contractor. One or more alternates to the superintendent, with equal authority and qualifications, may also be designated. The superintendent and all alternates shall be capable of identifying existing and predictable hazards on the Site and working conditions that are unsanitary, hazardous, or dangerous to employees and shall have the authority to take prompt corrective measures to eliminate such hazards and conditions.

5.1.3 The superintendent or the alternate shall be present at a Project Site at all times while Work is actually in progress, irrespective of the amount of Work subcontracted. The superintendent or the alternate shall have full authority to execute orders or direction from the Authority without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. When Work is not in progress, the Contractor shall have in place a plan, acceptable to the Authority, for responding to an emergency situation that requires emergency work efforts.

5.1.4 Whenever the superintendent or the alternate is not present at a Project Site or at the site of any particular part of the Work, the Authority may suspend all of the Work or the particular part of the Work in reference until the superintendent or the alternate is present. Such suspension shall not be the basis of any claim against the Authority.

5.2 Key Personnel; Character of Employees

5.2.1 Key Personnel, The Contract Documents identify the job categories of "key personnel" for the Package. The Contractor may, at any time, elect to add categories to the "key personnel" list. The Authority shall have the right to review the qualifications and character of each individual to be appointed to a key position (including personnel employed by subcontractors) and to approve or disapprove, in its sole discretion, use of such individual in such position prior to the

commencement of any Work by such individual. The Contractor shall notify the Authority in writing of any proposed changes in any key ~~personnel~~. The Contractor ~~shall~~ not change any key personnel without the prior written consent of the Authority.

5.2.2 Character of Employees. All employees of the Contractor and of each subcontractor shall have the skill, experience, licenses and other qualifications and approvals required to perform the Work assigned to them. If the Authority determines, in its sole discretion, that any person employed by the Contractor or by any subcontractor is not performing the Work in a proper and skillful manner, the Authority in its sole discretion may request in writing that the Contractor or subcontractor move such person and such person shall not be re-employed on the Package without prior written approval of the Authority, acting in accordance with its sole discretion. If the Contractor or the subcontractor fails to remove such person or persons or fails to furnish skilled and experienced personnel for the proper performance of the Work, the Authority may suspend the affected portion of the Work pursuant to Article 9.2 below.

5.3 Cooperation Between Contractors.

5.3.1 The Authority reserves the right to contract for and perform other or additional work on or adjacent to a Project Site at any time.

5.3.2 When separate contracts are let within the limits of a Project Site, 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.

5.3.3 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 a Project Site, the Authority, in its sole discretion, will decide as to the respective rights of the various parties involved in order to secure the completion of the Authority's work in general harmony and in a satisfactory manner. The decision of the Authority is final and binding and is not cause for claims by the Contractor for additional compensation.

5.3.4 The Contractor hereby waives any and all claims against the Authority for additional compensation that may arise because of inconvenience, delay, or loss experienced by it as a result of the presence and operations of other contractors working within the limits of or adjacent to a Project Site.

5.3.5 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 a Project Site or adjacent thereto. The Contractor shall join its Work with that of the others in an acceptable manner and shall perform the Work in proper sequence with that of the others.

5.4 Authority of the Authority.

5.4.1 The Authority is responsible for the administration of the Contract. The Authority will decide all questions regarding the quality, acceptability and the rate of progress of the Work; all questions regarding interpretation of the Contract Documents; all questions regarding the acceptable fulfillment of the Contract on the part of the Contractor; and all questions as to compensation.

5.4.2 The Authority has the authority to reject defective work or materials.

5.4.3 The Authority has the authority to suspend the Work, wholly or in part, pursuant to Article 9 of the Contract. The Authority may also suspend the Work wholly or in part, for such periods as it **deems** 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 public interest.

5.4.4 The Authority **has** the authority to suspend **partial** payments under Article 13 of the Contract due to the failure of the Contractor to **correct** conditions unsafe for the workers, the students, employees or guests of the Client School District or **the** general public; for failure to carry out provisions of the Contract; or for failure to **carry out** orders.

5.5 Communications.

All communications with the Authority shall be sent to the persons indicated in the Supplementary Conditions or elsewhere in the Contract Documents. **Where** communications **are required** by the Contract Documents to be directed to persons other than the Authority, a clear copy shall be sent to the Authority.

5.6 Duties of the Inspector.

Inspectors engaged by the Authority 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 **and** equipment 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 Authority.

5.1 Inspection of Work

5.7.1 Each **part** or detail of the Work is subject to **inspection** by the Authority or its representatives. The Authority 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 Authority representatives **are** on or about a Project Site in the course of **their** employment, **they** shall be deemed conclusively to be invitees of the Contractor.

5.7.2 At any time prior to **Acceptance**, at the direction **of** the Authority, the Contractor shall remove or uncover specified portions of the **finished** Work that the Authority 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 by the Authority **on** a time and **materials** basis; 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 additional **cost** to the Authority.

5.7.3 The Authority may order any Work done without the Authority's **inspection** to be removed and replaced at the Contractor's expense. Additional payment for the cost of **uncovering**, removing, **and/or** replacing the uninspected Work will be made on a time and materials basis only if all of the following conditions **are** met:

- (a) The Work removed, uncovered, and/or replaced proves to have been acceptable in accordance with the Contract Documents; and

(b) The Contractor gave reasonable notice in writing to the Authority that the uninspected Work was to be performed; and

(c) The Contractor, in performing the uninspected Work, did not do so in the face of a directive from the Authority that such Work not be performed.

5.7.4 The Client School District shall have the right to inspect the Work. Such inspection does not make the Client School District a party to the **Contract** and shall in no way interfere with the rights of either party hereunder.

5.7.5 The Contractor is responsible for control of the quality of the Work regardless of whether an authorized inspector is present or not. **This** obligation to perform the Work in accordance with the Contract Documents is not relieved by the observations of the Authority 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 Authority or that payment therefore has been made.

5.8 Removal of Unacceptable and Unauthorized Work.

5.8.1 All Work that does not conform to the requirements of the Contract is unacceptable, unless otherwise determined acceptable under the provisions of this Article. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, failure to follow directions of the Authority or any other cause shall be removed immediately and replaced in an acceptable manner at no cost to the Authority.

5.8.2 In the event the Authority finds the Work is not in conformance with the Contract Documents, but that reasonably acceptable Work has been produced, the Authority, in its sole discretion, will determine if the Work is to be accepted and remain in place. In this event, the Authority will document the basis of the acceptability of the Work and provide for an appropriate adjustment to the Contract Price for such Work, if it deems such an adjustment to be appropriate. If an appropriate adjustment cannot be negotiated, the Work shall be removed and replaced or otherwise corrected at no cost to the Authority.

5.8.3 If the Contractor fails to comply promptly with any order of the Authority made under the provisions of this Article, the Authority has the right to cause unacceptable Work to be removed or replaced by others and to deduct the costs thereof from any monies due or that may become due the Contractor.

5.9 Shop Drawings, Product Data and Samples

5.9.1 Shop drawings are drawings, diagram, schedules and other data specially prepared for the Work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

5.9.2 Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system proposed for use in some portion of the Work.

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

5.9.4 The Contractor shall prepare, review, approve and submit to the Authority with reasonable promptness and in such sequence as to cause no delay in the **Work** all shop drawings, product data and samples required by the Contract Documents.

5.9.5 By preparing, approving and submitting shop drawings, product data and samples, the Contractor represents that the Contractor **has determined** and verified all materials, field measurements and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.

5.9.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract **Documents** by the Authority's approval of shop drawings, product data or samples, unless the Contractor **has specifically informed** the Authority in writing of **such** deviation at the time of submission and the Authority has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Authority's approval of **them**.

5.9.7 The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than **those** requested by the Authority on previous submittals.

5.9.8 No portion of the **Work** requiring submission of a shop drawing, product **data** or sample shall be commenced until the submittal **has been approved** by the Authority. All such portions of the Work shall be in accordance with approved submittals.

5.10 As-Built Plans and Drawings

5.10.1 The Contractor shall keep on each Project Site at all times one **set** of plans to be marked "AS-BUILT." During the course of the **Project**, the Contractor shall **mark** these **drawings** with colored pencils to reflect any changes, **as well as the dimension and the location** of all pipe runs, conduits, traps, footing depths or any other information not already shown on the plans or differing therefrom. All buried utilities outside **the building** shall be located by a **survey** performed by a licensed surveyor who shall certify **as to its accuracy**. These marked-up plans and surveys shall be made available to the Authority **upon request** at any **time** during the progress of the **Work**.

5.10.2 The Contractor shall submit the "as-built" documents to the Authority with a certification as to the accuracy of the information thereon at the time of Final Completion and before final payment will be made to the Contractor. The Contractor shall also submit, at the request of the Authority, one set of **all** shop and/or erection drawings **used** for "as-built" documentation.

5.11 Testing

5.11.1 Prior to the initiation of any testing required by **code**, the Contract Documents or the **manufacturer**, the Authority will provide the Contractor with the names of testing laboratories and firms engaged by the Authority for use on the Package.

5.11.2 The Contractor **shall** notify the Authority in writing of when it will test **Work** required to be tested by **code**, the Contract Documents or the **manufacturer**. The notice shall **be** provided no later than five (5) working Days prior to the scheduled test. The Authority will pay for the services of testing laboratories and firms performing tests which **are required** by code or

specified in the Contract Documents as being the responsibility of the Authority. The Contractor shall bear all other testing costs.

5.11.3 The Authority shall have the authority to direct in writing that special or additional tests be **performed**. The Contractor shall comply **and** give notice as detailed above.

5.11.4 In the event such special **or** additional inspections **or** testing reveals that the Work does not comply with the terms and conditions of **the** Contract, the Contractor shall **bear** all costs incurred by the Authority made **necessary** by such noncompliance.

5.11.5 The Contractor shall **utilize the** inspection and testing **services** of entities engaged by the Authority. Failure to use such entities shall be grounds for rejection of **the**, inspection or test as non-conforming.

5.11.6 All test reports submitted to the Authority by the Contractor **shall** be accompanied by a certification signed by the Contractor, attesting to the Contractor's **knowledge** of **the** contents of the submittal, its acceptance of its findings, acknowledgment **that** material testing **meets the** required **standards**, and a certification that the report accurately **represents** all of the facts contained therein. Failure to provide the written certification shall be **grounds** for rejection of the submittal.

5.11.7 In addition to tests **performed** by the Contractor, the Authority **reserves** the **right** to engage an independent testing agency **or** firm to **perform** testing inspections. The Contractor shall provide full **access**, provide samples, **and** **cooperate** fully with any such testing agency or **firm**.

5.12 Equipment and Materials

5.12.1 The **Contractor** warrants to the Authority that **all** materials **and** equipment furnished under the **Contract** will be new, **unless** otherwise **specified**, and that all Work will be of **good** quality, **free from** faults, defects, **and** in conformance with **the** Contract Documents. All Work not conforming to these **requirements**, including substitutions **not** properly approved and authorized, may be considered defective and **rejected** by the Authority. If required by the Authority, the Contractor shall **furnish** satisfactory evidence **as** to the **kind and** quality of materials and equipment. **This** warranty **shall be in** addition to, and not in lieu of, any other warranty or guarantee provided for in the Contract Documents.

5.12.2 **The** Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and **as frequently as** required to avoid delay in the **progress** of the Work and **shall** store them **so as** not to cause interference with the orderly **progress** of a Project. The Contractor shall have its representative at each Project Site to accept **delivered** materials, **as** such materials **will** not be accepted for delivery by the Authority.

5.12.3 Storage of materials is **the** responsibility of the Contractor. Materials shall be stored to ensure the preservation of their quality and fitness. **Stored** materials, **even though** approved **before** storage, may again be **inspected** prior to **their** use on a **Project**. **Stored** materials shall be located **so as** to facilitate their prompt inspection. With the approval of the Authority, **portions** of a Project Site may be **used** for storage **purposes and** for the placing of the Contractor's plant and equipment, but additional space, **as** required, must **be** provided by the **Contractor at the** Contractor's expense. Private property shall not be **used** for storage purposes without written permission of the owner **or** lessee. Copies of such Written permission shall be **furnished to the**,

Authority prior to storage. Storage sites shall be restored to their original condition at no cost to the Authority.

5.12.4 No materials, equipment, or supplies for the Work shall be subject to any lien or encumbrance or other agreement by which an interest is retained by the seller or any other person or entity. The Contractor warrants, ~~by signing its invoice, that~~ it has ~~good and~~ sufficient title to all material, equipment and supplies used by it in the Work, free from all liens, claims or encumbrances.

5.13 Substitutes ~~or~~ "Or Equal" Items.

5.13.1 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, material and equipment of other suppliers may be accepted if sufficient information is submitted ~~by~~ the Contractor to allow the Authority 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.

5.13.2 If the Contractor wishes to furnish or ~~use~~ a substitute item of material or equipment, the Contractor shall make written application to the Authority for approval thereof, certifying that the proposed substitute ~~performs~~ adequately the functions and achieves the results called for by the Contract Documents, is ~~equal or similar~~ 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 ~~Final Acceptance~~ and Completion in accordance with the Contract 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 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. 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 Authority may ~~quire~~ the Contractor to furnish additional data about the proposed substitute.

5.13.3 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 Authority to ~~determine~~ that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The information provided by the Contractor shall conform with the information required in Article 5.13.2 above.

5.13.4 The Authority shall be allowed a ~~reasonable~~ time within which to evaluate each proposed substitute. The Authority will be the sole judge of acceptability, and no substitute shall be ordered, installed, or used without the ~~express~~ written approval of the Authority. If approval is given, it shall be understood to be on the condition that the Contractor shall ~~remain~~ fully responsible for producing Work in conformity with Contract requirements.

5.13.5 If, after trial use of the substituted materials, equipment, means, method, technique, sequence, or procedure of construction, the Authority 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 Authority may direct.

5.13.6 The Authority will not permit any **increases** in Contract **Price** or extensions of Contract Time as a result of the use of authorized substitutes.

5.13.7 The Authority may require the Contractor to **furnish**, at no cost to the Authority, a special performance guarantee or other **surety** with respect to any substitute.

5.13.8 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** Package.

5.14 Acceptance and Rejection of Materials, Equipment and Furnishings

5.14.1 When specified by the Contract Documents, certain materials, equipment, assemblies, and **furnishings**, will be accepted only on the basis of certificates of compliance stating that **such** materials, equipment, **furnishings** or assemblies fully comply with the requirements of the Contract. The form of certificates of compliance must be approved by the Authority.

5.14.2 The Contractor shall require the manufacturer or supplier to furnish the number of copies **of** certificates of **compliance** specified in the Contract Documents with each **delivery** of materials, equipment, assemblies and **furnishings**. The Contractor shall provide **these** copies to the Authority.

5.14.3 Certificates of compliance shall contain the following information:

- (a) Project to which the material is **consigned**.
- (b) Name of the Contractor to which the material is supplied.
- (c) Kind of material supplied.
- (d) Quantity of material **represented** by the certificate.
- (e) **Means** of identifying the consignment, **such** as label marking, seal number, or other identifying mark.
- (f) Date **and** method of shipment.
- (g) Statement that the material has been tested **and** found in conformity with the pertinent Contract requirements stated in the **certificate**.
- (h) Signature of a person **having** legal authority **to** bind the supplier.
- (i) Signature attested to by a notary public or other properly authorized person.

5.14.4 Payments will not be made for materials, equipment, assemblies or **furnishings** specified for **acceptance** on the basis of certificates of compliance until the Authority **has** received **such** certificates.

5.14.5 Materials or assemblies, used **on** the basis of **certificates** of compliance, may be sampled and tested at any time. If found not to be in conformance with **the** Contract requirements, such materials and assemblies will be **rejected** whether in place or not.

5.14.6 All materials, equipment, assemblies **and** **furnishings**, whether in place or not, which do not conform to the requirements of the Contract Documents, shall be considered **as** unacceptable.

and shall be rejected and removed immediately from the Project Site, **unless** otherwise directed. Rejected materials, equipment, assemblies or furnishings, the defects of which have been **corrected**, shall not be used until approval has been given.

5.15. Use of Explosives

5.15.1 **When** the use of explosives is necessary for the prosecution of the Work, **the** Contractor shall exercise the utmost care not to endanger life or property, including new Work. The Contractor shall be **responsible** for all damage resulting from the use of explosives.

5.15.2 A pre-blasting meeting will be scheduled by the Authority with the Office of Safety Compliance, Mine Safety and Explosives, New Jersey Department of Labor. **The** Contractor shall attend the pre-blasting meeting. No blasting will be permitted prior to the pre-blasting meeting.

5.15.3 Explosives shall be stored safely **under lock and key**. The storage places shall be marked plainly DANGEROUS EXPLOSIVES. The storing and handling of explosives and highly inflammable materials shall conform to the regulations of the Office of **Safety** Compliance, Mine Safety and Explosives, New Jersey Department of Labor, **and** to **local regulations** relating thereto. **Proper** means shall be **used** to avoid blasting damage to public and private property. All penons within the **danger area** shall be **warned** and given time **to** withdraw.

5.16 Cut-overs and interruptions.

All cut-overs of mechanical and electrical services to existing buildings **shall** be approved, **scheduled and** coordinated in advance with the Authority and performed **at** a time convenient to the occupants **so** as not to unreasonably interfere with their operations.

5.17 Layout and Dimensional Control

5.17.1 The Contractor shall be responsible for locating and laying out the building and all of its parts on each Project Site, in **strict** accordance with the **plans**, **and** shall accurately establish and maintain dimensional control. The Contractor shall employ the **services** of a competent and licensed New Jersey engineer or land **surveyor**, **as** appropriate, to **perform** all layout work **and** to test the level of excavations, footing base plates, **columns**, walls and **floors** and roof lines, and furnish to the Authority, as the Work progresses, certifications that each **such** level is as required by the plans. The plumb lines of vertical surfaces shall be **tested** and certified by the surveyor as the **Work** progresses.

5.17.2 The **engineer/surveyor** shall establish all points, lines, elevations, **grades** and **bench** marks for proper control and execution of the Work. The **engineer/surveyor** shall establish a single permanent benchmark as directed, to which all **three** coordinates of dimensional control shall be referred. The **engineer/surveyor** shall verify all Authority-furnished topographical **and** utility **survey** data and all points, lines, elevations, grades and **benchmarks**.

5.17.3 Should any discrepancies be found between information given on plans and the actual Site or field conditions, the Contractor shall notify the Authority in writing of such discrepancy, and **shall not proceed with any Work** affected until **receipt** of written instructions **from** the Authority.

5.18 Security

The Contractor shall provide all locks, doors and security construction necessary to secure a School Facility until Final Acceptance and Completion of that School Facility. The Contractor shall be responsible for the security of any stored materials and/or temporary structures that it has located on a Project Site outside of each School Facility. The Contractor shall provide all Site fencing, gates, security personnel, security services, and security structures and equipment required by the Contract Documents, or otherwise necessary to properly protect the Site.

5.19 Authority Field Office

The Contractor shall provide on-Site, suitable, separate weather-tight, insulated field office facilities for use by employees of the Authority and its contractors, consultants, and agents which meet all of the requirements contained in the Contract Documents. The Contractor shall be responsible for the maintenance of these facilities as required by the Contract Documents.

5.20 Photographs

With each application for payment, the Contractor shall submit monthly progress photographs to the Authority as required by the Contract Documents.

5.21 Repair of Finished Surfaces, Applied Finishes, Glass

5.21.1 The Contractor shall be responsible for replacement of all broken glass installed by it or by its subcontractor, after the glass has been installed, no matter by whom or what the breakage was caused. The Contractor shall replace all broken, scratched or otherwise damaged glass before Final Acceptance and Completion. The Contractor shall wash all glass on both sides upon Final Completion, or when directed, removing all paint spots, stains, plaster, or other foreign material.

5.21.2 The Contractor accepts sole responsibility for repair of uncontrolled dislodging, cracking, delaminating or peeling of finished surfaces such as concrete, precast concrete, cast and natural stone, unit masonry, millwork, plaster, glass and applied finishes such as paint, and special coatings, within the Contract scope and the limits of specified guarantee periods, regardless of the cause.

5.22 Temporary Facilities

The Contractor shall provide such storage areas, employee vehicular parking areas, staging areas, excavation borrow/spoils designated areas, commercial canteen areas, field offices, telephones, toilet facilities, and other temporary facilities required by the Contract Documents or which are necessary to perform the Work. The Contractor shall locate these areas to suit Project requirements, subject to approval of the Authority.

5.23 Temporary Services and Enclosures

The Contractor shall provide such temporary electricity, water, or other utilities, as required by the Contract Documents, or which are necessary to perform the Work. The Contractor shall also supply such temporary enclosures and heat, as required by the Contract Documents, or which are necessary to perform the Work.

5.24 Access, Roads and Walks

5.24.1 The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access routes, either shown on the Contract drawings or reasonably required for the performance of the Work. The Contractor shall provide and maintain all required safety devices. The Contractor shall provide, place, grade and compact all necessary materials, to maintain such routes, and shall remove snow and debris as necessary to provide and maintain in serviceable condition the access roadbed, as well as pedestrian ways.

5.24.2 The Contractor shall be responsible for constructing and keeping all roadways, drives and parking areas within or proximate to the Site free and clear of debris, gravel, mud or any other Site materials, by ensuring that all reasonably necessary measures are taken to prevent such materials from being deposited on such surfaces. These efforts include, as may be appropriate, the cleaning of vehicle wheels and undercarriages prior to exit from the Site. The Contractor shall be responsible for any citations, fines, or penalties imposed on it, the State, the Authority, or the Client School District for failing to comply with applicable local rules and regulations.

5.24.3 The Contractor shall obtain permission in writing from the Authority before using for construction purposes any existing driveways or parking areas not specifically designated for such use in the Contract Documents. The Contractor shall maintain such driveways and areas in good condition during the construction period, and at Final Acceptance and Completion, shall leave them in the same condition as at the start of the Work. Conditions before use shall be carefully photographed or otherwise documented by the Contractor.

5.24.4 The Contractor shall not commence construction of permanent driveways, parking areas or walks without the written approval of the Authority.

ARTICLE 6. SUBCONTRACTORS

6.1 Approval of Subcontractors

6.1.1 No subcontractor shall perform Work on the Package until it has been approved by the Authority. The Contractor will not be allowed to subcontract to firms or individuals suspended or debarred by the State of New Jersey, or to firms or individuals that are otherwise not eligible to perform as subcontractors on the Package pursuant to regulation, Authority procedures or the requirements of the Contract Documents.

6.1.2 The Contractor shall list in its bid proposal all subcontractors required by the Contract Documents to be included therein.

6.1.3 As soon as a potential additional subcontractor has been identified by the Contractor, but in no event less than fourteen (14) Days prior to the scheduled initiation of Work by such subcontractor, the Contractor shall notify the Authority in writing of the name and address of such subcontractor and shall request that the Authority approve such subcontractor. Within ten (10) Days after receipt of such request and any additional information that the Authority may request, the Authority will notify the Contractor whether the subcontractor has been approved or advise the Contractor of the reasons for disapproval of the subcontractor. If a proposed subcontractor is disapproved, the Contractor may submit another candidate for approval.

6.1.4 The Authority shall not be liable for any costs, damages or delays incurred by the Contractor as a result of the reasonable disapproval of a subcontractor by the Authority, nor shall the Contractor be entitled to reimbursement or time extensions in connection with such disapproval.

6.2 Substitution of Subcontractors

The Contractor shall make no substitution of any subcontractor previously approved without written notification to the Authority and the receipt of the Authority's written approval for such substitution. The Contractor shall submit substitutions for any subcontractor no less than fourteen (14) Days prior to the initiation of work by the Subcontractor.

6.3 Contractor's Obligation for Subcontracted Work

The Contractor shall remain fully responsible to the Authority for the proper performance of the Contract irrespective of whether the work is performed by the Contractor's own forces or by subcontractors engaged by the Contractor. Approval of a subcontractor by the Authority shall not relieve the Contractor of the responsibility of complying with all provisions of the Contract Documents and does not imply approval of any Work performed by the subcontractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Authority.

6.4 Payments to Subcontractors

The Contractor shall comply with the provisions of N.J.S.A. 52:32-40 and N.J.S.A 52:32-41, concerning the prompt payment of subcontractors.

ARTICLE 7. CHANGES IN THE WORK

7.1 General

7.1.1 The Authority reserves the right to make such alterations, deviations, additions to, or omissions from the Contract Documents as it deems necessary for the satisfactory completion of the Work. Such increases, decreases, alterations or omissions shall not invalidate the Contract or release the surety, and the Contractor shall accept the Work as altered, the same as if it had been a part of the original Contract.

7.1.2 Changes in the Work may be accomplished by Change Order, Construction Change Directive or order for a minor change in the Work, consistent with the procedures and requirements set forth in this Article 7.

7.2 Change Orders

7.2.1 A Change Order shall not be effective for any purpose unless executed by the Authority and the Contractor.

7.2.2 Change Orders may be issued for one or more of the following purposes:

- (a) to modify the scope of the Work;
- (b) to revise the Contract Time;
- (c) to modify the sequence, method or manner of performance of the Work;
- (d) to adjust the Contract Price; or
- (e) to revise other terms and conditions of the Contract Documents.

7.3 Contract Change Requests

7.3.1 Within ten (10) Days of encountering a condition, event or occurrence that allegedly **causes** or necessitates a change in or addition to the Work, the Contractor shall so notify the Authority in writing. The Contractor's notice shall include a full explanation of the circumstances and any Contract Price or Contract Time adjustment it deems warranted by the Change in the Work.

7.3.2 Within ten (10) Days of receipt from the Authority of a Contract Change Request that proposes or directs a **Change** in the Work, the Contractor shall provide to the Authority any Contract Price or Contract Time adjustment it deems warranted by the Change in the Work.

7.3.3 All requests for Contract Time or Contract Price adjustments shall contain a written representation by the contractor that the requested adjustments include **all known** and anticipated impacts or **amounts**, direct, indirect and consequential, which may be incurred as a result of the event, occurrence or condition giving rise to the requested Change in the Work.

7.3.4 All requests for Contract Time adjustments shall be accompanied by copies of both the current approved Project Schedule **and** a **proposed** revision to that Schedule incorporating the changed Work and the effect of such changed Work on the Schedule. Failure to provide the **required** schedule **data** shall be grounds for rejection of the Construction Change Request.

7.3.5 Following the submission of the Contract Change Request, the Contractor shall diligently continue **performance** of all other Work to the **maximum** extent possible, in accordance with the Contract Documents, **unless** otherwise directed by the Authority.

7.4 Changes Warranting an Increase in the Contract Price

For each Change in the Work that warrants an increase in the Contract Price, the Authority shall specify whether the Contract Price will **be** adjusted on a lump **sum** or time and materials basis.

7.4.1 The Contractor shall submit a lump **sum** proposal to the Authority within ten (10) Days of its **being** requested. The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no **aggregate** labor total will be acceptable), shall accord with the instructions regarding **the** pricing of additive **and** deductive changes set forth in Section 1080 of the **Specifications**, and shall be **accompanied** by the signed proposals of all subcontractors who will **perform** any portion of the Change in the Work and of all suppliers who **will** furnish materials or equipment for **incorporation** therein. The proposal shall also include the Contractor's estimate of any increase in Contract Time necessitated by the Change in the Work

7.4.2 In the event that the Contractor fails to submit its lump **sum** proposal within the designated time, the Authority may issue a Construction Change Directive and order the Contractor to proceed with the Change in the Work and the Contractor shall **so** proceed. In such an **event**, the Authority may choose to make a determination of the reasonable cost and time to **perform** the Change in the Work, based on its **own** estimates, the Contractor's submission or a combination thereof.

7.4.3 In the event that the Contractor **and** the Authority are unable to agree as to the reasonable cost **and** time to **perform** the Change in the Work based upon the Contractor's lump **sum** proposal, and the Authority does **not** elect to have the Change in the Work performed on a time and materials basis, the Authority **may** choose to make a determination of the reasonable **cost** and time to **perform** the Change in the Work, based on its own estimates, the Contractor's submission or a combination thereof.