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**TOILET ROOM, CLASSROOM RENOVATIONS, DOORS - PHASE 1  
ANTHEIL ELEMENTARY SCHOOL  
LORE ELEMENTARY SCHOOL**

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**EWING PUBLIC SCHOOL DISTRICT**  
EWING - MERCER COUNTY - NEW JERSEY



**FVHD PROJECT #5015A2A - ANTHEIL ELEMENTARY SCHOOL**  
NJDOE# 1430-140-18-2000

**FVHD PROJECT #5015L2 - LORE ELEMENTARY SCHOOL**  
NJDOE# 1430-105-18-1000

**Pennoni Associates Inc.**  
**Consulting Engineers**

**February 8, 2019**

**SPECIFICATIONS**

for

**TOILET ROOM, CLASSROOM RENOVATIONS, DOORS- PHASE 1  
ANTHEIL ELEMENTARY SCHOOL & LORE ELEMENTARY SCHOOL**

for the

**EWING PUBLIC SCHOOL DISTRICT**

EWING, MERCER COUNTY, NEW JERSEY

**FVHD PROJECT #5015A2A / NJDOE# 1430-140-18-2000**

Antheil Elementary School, 339 Ewingville Road, Ewing, NJ 08638

**FVHD PROJECT #5015L2 / NJDOE# 1430-105-18-1000**

Lore Elementary School, 13 Westwood Drive, Ewing, NJ 08628

**FRAYTAK VEISZ HOPKINS DUTHIE, P.C.**

**Architects – Planners**

1515 Lower Ferry Road, Trenton, NJ 08618

Tel: 609.883.7101 - Fax: 609.883.2694

John J. Veisz, AIA

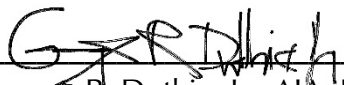
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George R. Duthie, Jr., AIA, PP


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**PENNONI ASSOCIATES INC**

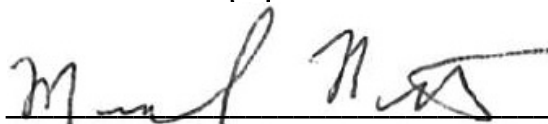
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1900 Market Street, Ste. 300

Philadelphia, PA 19103

  
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Robert Mellohusky, PE

No. 24GE03440100

  
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Superintendent

  
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Board President

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**BID NOTICE**  
**EWING TOWNSHIP SCHOOL DISTRICT**  
**MERCER COUNTY, NEW JERSEY**

NOTICE IS HEREBY GIVEN that the Ewing Township Board of Education will receive bids for **Partial Toilet Room, Classroom Renovations, Doors – Phase 1 at Antheil Elementary School and Lore Elementary School**, together with all work incidental hereto, in accordance with the requirements of the drawings and specifications prepared by Fraytak Veisz Hopkins Duthie, P.C. (FVHD) Architects-Planners, **FVHD Project No. 5015A2A /5015L2**.

Bids will be received for: Single Overall Contract (C008 or C009 with C030, C032, C047, C092)

Sealed Bids are due by **March 12, 2019, 2:00 PM** to the Ewing Township Board of Education, Dennis Nettleton, Business Administrator, 2099 Pennington Road, Ewing, NJ 08618, and will be publicly opened and read immediately thereafter. Any Bid received after that time shall be rejected.

Pre-Bid Meeting is scheduled for **February 21, 2019, 4:00 PM** at the Fisher Middle School Library, 1325 Lower Ferry Road, Ewing, NJ 08618. Attendance is encouraged.

Bid Documents for the proposed Work are on file at the office of the Architect, FVHD, 1515 Lower Ferry Road, Trenton, NJ 08618, [www.fvhdp.com](http://www.fvhdp.com), and may be inspected by prospective bidders during regular business hours. Any bidder should contact the Architect's Office at (609) 883-7101 to confirm availability of documents. Bid Documents will be available from the Architect on disk for a non-refundable fee of \$100.00. If shipped, a direct shipping account must be provided to the Architect. Paper sets are available upon deposit of \$250.00 for each. If shipped, a direct shipping account number must be provided and a separate non-refundable handling fee of \$25.00 per set payable in advance. Deposits will only be refunded if the bid documents are returned in whole in good condition, bound in proper order, unmarked and returned within ten (10) days after the opening of bids, by a Bidder submitting a bona fide bid. **All questions must be sent only via mail or facsimile at (609) 883-2694 with the job number referenced.**

Bid Proposal shall be submitted in duplicate (one original and one copy) in a sealed envelope addressed to the owner; bearing the name and address of the bidder written on the face of the envelope; and clearly marked "BID" with the contract title and/or bid number on the outside of the envelope and must be accompanied by a Certified Check, Cashier's Check or Bid Bond drawn to the order of the Owner for not less than ten percent (10%) of the amount of the bid, but in no case in excess of \$20,000.00; and must be delivered to the above place on or before the hour named. The Board of Education and the Architect assume no responsibility for bids mailed or misdirected in delivery.

Pursuant to N.J.S.A. 18A:18A-26, the bidder must be pre-qualified by the New Jersey Division of Property Management and Construction (DPMC) prior to the date that bids are received if the cost of the work exceeds \$20,000. Any bid submitted under the terms of New Jersey statutes not including a copy of a valid and active Pre-qualification/Classification Certificate may be rejected as being non-responsible to bid requirements.

Pursuant to N.J.S.A. 18:18A-25, each proposal shall be accompanied by a Consent of Surety from a Surety Company stating it will provide each bidder with a separate Performance and Payment Bonds, each in the amount of 100% of the contract sum. Also, Surety agrees to furnish Bidder with a Maintenance Bond in required form. The Consent of Surety shall be executed by an approved surety company authorized to do business in the State of New Jersey and in accordance with N.J.S.A. 2A:44-143, and 2A:44-144 and with the three highest rating categories of rating companies nationally recognized and listed as per Appendix A (go to [www.nj.gov/dobi/surety.htm](http://www.nj.gov/dobi/surety.htm)).

Bidding shall be in conformance with the applicable requirements of N.J.S.A. 18A:18A-1 et seq. the "Public Schools Contracts Law."

This project is subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.27 et seq.

Per N.J.S.A. 52:32-44(b) all contractors and subcontractors must provide a Business Registration Certificate prior to contract award.

"The Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq. (P.L. 199, c.238) requires bidders and their subcontractors to be registered with the New Jersey Department of Labor and Workforce Development and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received.

All bidders must comply with the requirements Laws Against Discrimination N.J.S.A. 10:5-1 et seq., Affirmative Action Regulations, N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127), N.J.S.A. 17:27-1.1 et seq. and N.J.A.C. 6A:7-1.8. An Initial Project Workforce Report will be required from the successful bidder (Form AA-201).

No bid may be withdrawn for a period of 60 days after the date set for the opening thereof. The right is reserved to reject any or all bids or to waive any minor informality in the bidding in accordance with applicable law.

By Order of the Ewing Township Board of Education  
Dennis J. Nettleton, Business Administrator/Board Secretary

## **BIDDING INFORMATION**

### **SECTION 00100 - INSTRUCTIONS TO BIDDERS**

#### **1.1 INVITATION TO BID**

- A. All Bidders are required to prepare bids in accordance with all plans and specifications (Bid Documents) prepared by Fraytak Veisz Hopkins Duthie, P.C.
- B. **DISCLAIMER**: Bidders should only rely on original digital and paper versions of the bidding contract documents obtained directly from the Architect's office. Fraytak Veisz Hopkins Duthie, PC (FVHD) Architects-Planners is not responsible for any unauthorized copies made of the digital or paper bidding contract documents obtained from sources other than the Architect's office. All information provided by Fraytak Veisz Hopkins Duthie, PC (FVHD) Architects-Planners is intellectual property and is protected under copyright laws. It is not to be used for any purpose other than for the indicated project. Any other use or manipulation of the information is strictly prohibited.
- C. Proposals for Contracts as listed in the Advertisement for Bids or Invitation to Bid as hereinafter described, will be received for the performance of the Project. The bids shall cover all cost of any nature, incident to and growing out of the work. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, materials, equipment, transportation and cost of all else necessary to perform and complete the Project in the manner and within the time required, all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the Project to the extent that the cost of such loss is not recovered from insurance carried by the Owner and the Contractor, and any additional expenses for unforeseen difficulties encountered, for settlement of damages and for replacement of defective work and materials.
- D. Before submitting a Proposal, the Bidder shall become familiar with the Drawings, Specifications and other documents that will form the Contract, shall investigate the site of the Project and make such examination thereof as may be necessary to determine the character and amount of work involved. The Bidder shall also determine that they can secure the necessary labor and equipment and that the materials proposed to use will comply with the requirements specified therefore and can be obtained by the bidder in the quantities and at the time required.
- E. The Owner reserves the right to accept or reject all bids including Alternate Bids, if any, pursuant to applicable law under any Contract for a period up to sixty (60) days after receipt of bids.

#### **1.2 OBLIGATION OF BIDDER**

- A. At the time of the opening of bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings and other Contract Documents, including all Addenda and Bulletins. The failure or omission of any Bidder to receive or examine any form, instrument or document or to visit the site and acquaint themselves with conditions there existing, shall not relieve Bidder from any obligation with respect to their bid.



- B. Any and all discrepancies between the drawings and specifications or between trades shall be brought to the attention of the Architect prior to the Contractor(s) bid submission.

### **1.3 PREQUALIFICATION OF BIDDERS (CONTRACTORS AND SUBCONTRACTORS)**

- A. Pursuant to N.J.S.A. 18A:18A-26-33 et seq., as amended, and N.J.A.C. 17:19-2.1 through N.J.A.C. 17:19-2.7, Bidders on any Contract on public work for a Board of Education in the State of New Jersey in which the entire cost of the Contract exceeds \$20,000.00, must be prequalified by the Division of Property Management and Construction (DPMC), as to character and amount of public work on which they may submit bids. Prequalified bidder must submit with the Proposal, a "Notice of Classification" setting forth the type of work and the amount of work for which the bidder has been qualified, that there has been no material adverse change in their qualification information, the total amount of uncompleted work on contracts at the time and the date of the bid due date. Any bid submitted under the terms of New Jersey Statutes not including a copy of a valid and active Prequalification/Classification Certificate may be rejected as being nonresponsive to bid requirements. (Forms for this purpose are available from the Director of the Division of Property Management and Construction - DPMC, Trenton, New Jersey 08625.)

- 1. Each classified bidder's aggregate rating shall be calculated in accordance with formula prescribed by N.J.A.C. 17:19-2.8.

- a. Calculations shall be based on Bidder's base bid amount at time of bid or total amount of base bid and accepted Alternate Bids at time of Award.

- B. In accordance with N.J.S.A. 34:11-56.48 et seq. and N.J.S.A. 18A:7G-37, each bidder must be properly registered with the New Jersey Department of Labor at the time of the bid. The Contractor shall enter into subcontracts only with subcontractors who are registered pursuant to N.J.S.A. 34:11-56.48 et seq.

- 1. No Contractor/Subcontractor will be permitted to bid on or engage in any contract for public work, as defined in "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56.48 et seq. (P.L. 1999, c.238), unless that Contractor/ Subcontractor is registered with the New Jersey Department of Labor and Workforce Development at the time of the bid.

- C. The Owner may make such additional investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that they are properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

### **1.4 CHANGES TO BID DOCUMENTS, INTERPRETATIONS AND ADDENDA**

- A. Changes to the Bid Documents may be required to be issued via Addenda. FVHD will issue notice of the publication of all Addenda to prospective bidders, who have obtained bid documents from FVHD.

1. All Addenda issued become a part of the Bid Documents and will be part of the Contract Documents as though originally incorporated into the Project Manual.
  2. Bidder will be responsible to download the applicable Addendum(s) from the Architects website at [www.fvhdpc.com/bids/bidlisting.aspx](http://www.fvhdpc.com/bids/bidlisting.aspx).
  3. Bidders must acknowledge receipt of all Addenda on the Bid Proposal Form or the bid may be deemed non-responsive by the Owner's Attorney.
- B. Pre-bid Request for Information: No oral interpretations will be made to any Bidder as to the meaning of the drawings and specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded by mail or facsimile transmission to the Architect's office no later than ten (10) business days prior to the bid opening date (not including Federal or State Holidays). All requests must state Pre-Bid Request for Clarification; include the project name and number to the attention of:

**Fraytak Veisz Hopkins Duthie, P.C.**

Architects / Planners

Abelardo Montano, Project Manager

1515 Lower Ferry Rd, Trenton, NJ 08618

Electronic Facsimile (609) 883-2694

**FVHD Project No. 5015A2A / 5015L2**

1. Every interpretation made to a Bidder will be in the form of an Addendum. During the bidding period, the Architect may furnish Addenda for additions to or alterations of the drawings and specifications, which shall be included in the work covered by the Bid Proposal(s).
2. Addenda, when issued, will be made available no later than seven (7) business days prior to the date for receiving bid proposals, Saturday, Sunday or holidays excepted, to all persons who have obtained Bid Documents from the Architect.
3. Addenda will also be available for examination at the Architect's office.
4. It shall be the responsibility of the Bidder to ascertain that they have received and examined all Addenda and Bulletins issued, prior to submitting their bid. Failure of the Bidder to download and examine all Addenda shall not relieve the Bidder from any of the requirements of the Bid Documents.

## **1.5 PREPARATION OF BIDS**

- A. Bid Proposal shall be submitted in duplicated (one original and one copy) in a sealed envelope addressed to the Owner, bearing the name and address of the bidder written on the face of the envelope.
- B. Proposals shall be submitted on the form of proposal furnished by the Architect, properly filled out and duly executed. Proposal forms shall not be altered or added to in any way. Lump Sum Bid or Base Bid prices shall be filled in, in ink or typewritten, in both words and figures. In case of discrepancy, the amount described in words shall govern.

1. Bids containing any conditions, omissions, unexplained erasure or alteration, items not called for in the Bid Proposal Form, attachment of additive information not required by the Specifications, or irregularities of any kind may be rejected by the Owner.
  2. **Any changes, white-outs, strike-outs, etc. on the Proposal Form must be initialed in ink by the person responsible for signing the Bid Proposal.**
- C. When the proposal is made by an individual, their post office address shall be stated and they shall sign the proposal. When made by a firm or partnership, its name and post office address shall be stated and the proposal shall be signed by one or more of the partners. When made by a corporation, its name and principal post office address shall be stated, and the proposal shall be signed by an authorized official of the corporation.
- D. Alternate Bids and Unit Prices for the various portions of work or Contracts shall be as stated in other Sections of the Specifications.
1. Attention is called particularly to the requirements for filling in all Alternate Bids called for on the Proposal Form, as the Owner reserves the right to award a Contract based upon the possible inclusion of one or more such Alternate Bids.
  2. The amounts of the Alternate Bids shall include any and all modifications to related, adjacent or surrounding work made necessary by use of such Alternate Bids.
  3. The Alternate Bids must be stated as additions to or deductions from the Base Bid, unless otherwise noted.
  4. **The term "No Bid" shall not be used with respect to Alternate Bids and Unit Prices requested on the Proposal Forms. The Bidder who does not desire to make a change from the Base Bid under a particular Alternate Bid shall so indicate by using the words "No Change." Failure to bid or use of the term "No Bid" on any Alternate may cause rejection of entire bid.**
  5. Bidders must bid on every alternate bid. Additions to, or deductions from, the base bid shall be indicated in the appropriate blanks on the proposal form with additions to or deductions from the base bid filled in as appropriate. If a particular alternate bid does not result in an addition to or deduction from the base bid, the words "No Change" or N/C" shall be written in the blank for "No Change" on the proposal form, and the words "No Change" shall be written in the blank provided for the purpose of stating the numeric amount in words. Failure to bid on every alternate bid shall render the bid nonresponsive and cause the bid to be rejected.
- E. Conditions, limitations or provisos attached by the Bidder to the Proposal may cause its rejection.

## **1.6 PROPOSAL GUARANTEE**

- A. The Proposal, when submitted, shall be accompanied by a Proposal Guarantee in the form of a Certified Check, Cashier's Check or acceptable Bid Bond made payable unconditionally to the Owner, in the sum of ten percent (10%) of the Bid Proposal, but in no case in excess of \$20,000.00 and as per Bid Bond Form included:

1. Bid Bond Form: Bid Bond shall be as per bid form included and shall include an effective and current Power of Attorney authorizing the Attorney-in Fact to bind the surety, on Bid Date and Time, for the full amount of the Bond.
  2. Proposal shall be accompanied by a Proposition of Surety in accordance with paragraph 1.7
- B. Pursuant to N.J.S.A. 18A:18A-36, all Proposal Guarantees, except those of the three apparent lowest responsive bidders, will be returned, if requested, after ten (10) days from opening of bids, Sundays and holidays excepted. Within three (3) days after the awarding of the contract and the approval of the Contractor's performance bond and payment bond, the bid security of the remaining unsuccessful bidders will be returned, Sundays and holidays excepted.
- C. The Proposal Guarantee shall be forfeited if successful Bidder fails to execute the Agreement between Owner and Contractor identified in paragraph 1.9 hereof and furnish the Performance-Payment Bond within ten (10) calendar days after Notice of Award of Contract to them.
1. Any failure by the successful bidder to perform its obligations regarding the time, manner, and substance of compliance with Bidding Documents in relation to the Award of a Contract, shall constitute an Event of Default, entitling the Owner to:
    - a. Demand, from said guarantor, immediate payment of the entire Bid Bond amount, as liquidated damages, not as a penalty, for the delay which is acknowledged and agreed that the Owner will sustain in connection with said Default; and in addition thereto,
    - b. Recovery of any and all other Losses incurred by the Owner, to which the Owner shall, to the fullest extent permitted by Applicable Law, be entitled to recover, including without limitation Special Damages.

## **1.7 CONTRACT BONDS**

- A. Pursuant to N.J.S.A. 18A:18A-25, Proposals shall be accompanied by a Proposition of Surety in form as bound in these documents, assuring that satisfactory arrangements have been made between the surety and the Bidder by which surety agrees to furnish Bidder with a Performance Bond and Payment Bond; each in the amount of 100% of the amount bid. Also surety agrees to furnish Bidder with a Maintenance Bond in form as bound herein.
1. The Proposition of Surety shall be executed by an approved surety company authorized to do business in the State of New Jersey and in accordance with N.J.S.A. 2A:44-143 and 2A:44-144.
- B. The Bidder to whom the Contract has been awarded shall, within ten (10) calendar days after Notice of Award of contract to the Bidder, furnish and deliver a Performance Bond and Payment Bond, each equal to one hundred percent (100%) of the Contract Amount.
1. If, at any time after execution and approval of a Contract and Performance-Payment Bond required by Contract Documents, such Bond shall cease to be adequate security for the Owner, the Contractor shall, within five (5) business days after notice

to do so, furnish a new or additional Bond, in form, sum and signed by such Sureties as shall be satisfactory to the Owner. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new or additional Bond shall be furnished and approved.

- C. Prior to start of guarantee period and before the final payment is made, the Contractor shall provide the Owner with a Maintenance Bond in the amount of ten percent (10%) of Final Contract Amount, to insure the replacement or repair of defective materials or workmanship during the one-year guarantee period.
- D. The cost of all Bonds shall be paid for by the Contractor and shall be included as a part of Contractor's bid price.

### **1.8 POWER OF ATTORNEY**

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

### **1.9 FORM OF AGREEMENT**

- A. The form of agreement shall be AIA Document A101 Standard Form of Agreement between Owner and Contractor, (Stipulated Sum) 2017 Edition, and in accordance with AIA Document A201 General Conditions of the Contract, 2017 Edition as amended, and all other documents referenced herein.

### **1.10 AWARD OF CONTRACT**

- A. Award, if made, will be to the lowest responsive and responsible bidder for the Single Overall Building Contract selected to include Alternate Bids, if any, which the Owner chooses to accept, that result(s) in the lowest aggregate total sum pursuant to N.J.S.A. 18A:18A-4.
- B. Award made to a Bidder not a resident of the State of New Jersey is conditioned upon Bidder designating a proper agent in the State of New Jersey on whom service can be made in the event of litigation.
- C. If the successful Bidder is a corporation not organized under the laws of New Jersey, the award of Contract and payment of consideration thereunder shall be conditioned upon Corporation promptly filing a certificate of doing business in the State of New Jersey pursuant to N.J.S.A. 14A:13-2 and complying with the provisions of N.J.S.A.14A:13-4.
- D. The Owner reserves the right to reject all bids, or to waive minor informalities or non-material exceptions in a bid, pursuant to applicable law, if it is in the interest of the Owner to do so.
- E. In accordance with requirements of the N.J.S.A. 18A:18A-36b, execution of the Contract by all parties will be done within 21 days of the notification of the award date.
  - 1. The Bidder to whom the contract is awarded shall be required to execute said Contract within twenty (20) days of the Notice of Award.

## **1.11 BIDDING DOCUMENTS**

- A. The Bidding Documents consist of, but are not limited to, the following:
1. Instructions to Bidders in accordance with this Section,
  2. General Conditions, AIA Document A201, and as supplemented in the Supplementary General Conditions; Section 00800,
  3. Proposal Form including attachments as per Bidder's Checklist,
  4. Erratum, Addenda, if issued,
  5. Specifications: As outlined in the "Index" included in the Project Manual,
  6. Drawings: As per List of Drawings indicated on Project Title Sheet and in accordance with Section 00850,
  7. Agreement Between Owner & Contractor, AIA Document A101 and as amended by the Project Specifications.
- B. Note: The above list is not intended to establish an order of precedence.

## **1.12 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

- A. Refer to Section 01800, "Time of Completion and Liquidated Damages."

## **1.13 LISTING OF STOCKHOLDERS OR PARTNERS**

- A. Pursuant to N.J.S.A. 52:25-24.2, no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

- B. To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

#### **1.14 NON-COLLUSION AFFIDAVIT**

- A. Pursuant to N.J.S.A. 52:34-15, bidder shall submit with their bid Non-Collusion Affidavit on form as bound herein.

#### **1.15 CONTRACT**

- A. As indicated in the Advertisement for Bids, it is intended to receive sealed bids and to award and administrate contract for the work required by the Contract Documents as follows:

##### **Single Overall Contract**

- B. The Bidder shall be a firm classified by the State of New Jersey - Division of Property Management and Construction for the following classification(s):

##### **Prime General Contractor**

**C008 - General Construction**

**OR**

**C009 - General Construction/Alterations and Additions**

and have subcontractor(s) for the following classification(s) of work:

##### **Subcontractors:**

**C030 - Plumbing**

**C032 - HVACR**

**C047 - Electrical**

**C092 - Asbestos Removal / Treatment**

- C. **The Bidder shall be in possession of the required DPMC Classification(s) for the specified work. If they possess the DPMC Classification(s) in one category, but not in all of the required categories, the Contractor must list the Prime Subcontractor(s) bidding the scope of work for the other categories. The Subcontractor must possess the DPMC Classification(s) in that category.**

**END OF SECTION 00100**

## BIDDER'S CHECKLIST

**THE FOLLOWING CHECKLIST MUST BE SIGNED AND SUBMITTED WITH THE BID PACKAGE TO THE OWNER AS PART OF THE BID DOCUMENTS.**

### ITEM

- REVIEWED THE CONTRACT DOCUMENTS (INCLUDING THE PERMITS OBTAINED BY THE BOARD), WORK SITE, LOCALITY, AND ALL LOCAL CONDITIONS AND LAWS AND REGULATIONS THAT IN ANY MANNER MAY AFFECT COST, PROGRESS, PERFORMANCE OR FURNISHING OF WORK
- REVIEWED GENERAL BOND REQUIREMENTS
- REVIEWED AGREEMENT (OWNER/CONTRACTOR)
- (\* ) BIDDER'S PROPOSAL
- (\* ) BID BOND, CERTIFIED CHECK, CASHIER'S CHECK OR ANY COMBINATION THEREOF IN AN AMOUNT NO LESS THAN TEN PERCENT (10%) OF THE TOTAL AMOUNT OF BID, NOT TO EXCEED \$20,000 (TWENTY THOUSAND DOLLARS)
- (\* ) CONSENT OF SURETY (CONTRACTOR)
- (\* ) CONSENT OF SURETY (SUBCONTRACTOR)  
If surety is being provided for subcontractors by bidder, please indicate here. \_\_\_\_ initial
- (\* ) SUBCONTRACTOR IDENTIFICATION STATEMENT
- (\* ) OWNERSHIP DISCLOSURE CERTIFICATION
- (\* ) DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (P.L. 2012, c.25)
- PERFORMANCE RECORD CERTIFICATION
- COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT
- NON COLLUSION AFFIDAVIT
- CERTIFICATE OF EQUAL OPPORTUNITY
- AFFIRMATIVE ACTION COMPLIANCE NOTICE
- CERTIFICATION OF NO MATERIAL CHANGE OF CIRCUMSTANCES - CONTRACTOR
- CERTIFICATION OF NO MATERIAL CHANGE OF CIRCUMSTANCES - SUBCONTRACTOR
- POLITICAL CONTRIBUTION DISCLOSURE FORM
- CERTIFICATION OF INSURANCE STATEMENT
- CONTRACTOR CERTIFICATION OF QUALIFICATIONS AND CREDENTIALS AFFIDAVIT AND  
CERTIFICATION FOR ALL PRIME SUBCONTRACTORS REQUIRED TO BE NAMED UNDER ( N.J.S.A. 18A:7G-1 ET SEQ. (P.L. 2000, C.72), WHERE APPLICABLE



**BIDDER'S CHECKLIST**

CURRENT NEW JERSEY DEPARTMENT OF LABOR PUBLIC WORKS CONTRACTOR REGISTRATION ACT CERTIFICATE (P.L. 1999 C. 238) OR COPY OF APPLICATION AND CHECK - ALL CONTRACTOR(S) AND SUBCONTRACTOR(S)

BUSINESS REGISTRATION CERTIFICATE - ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) ENCOURAGED TO SUBMIT WITH BID BUT PRIOR TO CONTRACT AWARD

CURRENT NOTICE OF CLASSIFICATION/PRE-QUALIFICATION CERTIFICATE(S) DPMC CLASSIFICATION CERTIFICATE(S) - ALL CONTRACTOR(S) AND SUBCONTRACTOR(S)

DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION (DPMC) FORM 701 - TOTAL AMOUNT OF UNCOMPLETED CONTRACTS - ALL CONTRACTOR(S) AND SUBCONTRACTOR(S)

STATUS OF PRESENT CONTRACTS

TRADE LICENSE

HVACR MASTER LICENSE (HVACR CONTRACTORS)

**NOTE: (\*) FAILURE TO SUBMIT THESE DOCUMENTS SHALL BE AUTOMATIC CAUSE FOR REJECTION OF THE BID.**

By signing below, I acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

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

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

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

**BID BOND**

**THE UNDERSIGNED BIDDER** and "**Surety**", a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ (the "**OWNER**") for the full and just sum of:  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_),  
(10% of the Bid Price not to exceed \$20,000.00: words) (figures)

The payment of which sum the **BIDDER** has submitted a Bid to perform certain Work described in Bidding Documents entitled:

**CONTRACT NO.:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

The **Surety** hereby agrees to pay the full face value of this Bond to the **OWNER**, as Liquidated Damages, and not as a penalty, unless this Bond is void.

This Bond shall only be void if the **BIDDER** well, truly and faithfully performs all requirements contained in the Bidding/Contract Documents incident to an Award of the Contract including, but not limited to, proper execution and submission of the Contract Forms and all other required documentation.

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the **BIDDER** and **Surety** hereby bind themselves herein:

**FOR THE BIDDER:**

**FOR THE SURETY:**

\_\_\_\_\_  
(Name of **BIDDER**)

\_\_\_\_\_  
(Name of **Surety**)

By: \_\_\_\_\_  
(Print Name-**BIDDER's** Authorized Representative)

By: \_\_\_\_\_  
(Print Name of Attorney-in-Fact)

By: \_\_\_\_\_  
(Signature-**BIDDER's** Authorized Representative)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**IMPORTANT – ATTACH AND SUBMIT WITH THE BID: A POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT WHICH IS CURRENTLY DATED AND VALID FOR THE ENTIRE AMOUNT OF THE BOND**

**END OF DOCUMENT**

**FORM OF CONSENT OF SURETY**

**PERFORMANCE BOND, PAYMENT BOND and MAINTENANCE BOND**

For and in consideration of the sum of one dollar (\$1.00) lawful money of the United States, the receipt is hereby acknowledged, paid to the undersigned surety, and for other valuable consideration, the undersigned surety, authorized to transact business in the State of \_\_\_\_\_, certifies and agrees that if the Contract entitled: \_\_\_\_\_

CONTRACT \_\_\_\_\_,  
(NUMBER) (TITLE)

is awarded to: \_\_\_\_\_  
(BIDDER'S NAME)

the undersigned hereby warrants that it is in all respects qualified to provide the required Bonds as set forth in the Contract Documents, and that it will provide and execute the **Performance Bond** in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project, the **Payment Bond**, and the **Maintenance Bond** in the form and as otherwise required by the Contract Documents.

\_\_\_\_\_  
(Print Name of Surety)

\_\_\_\_\_  
(Print Name of Attorney-in-Fact)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

**ATTACH AND SUBMIT WITH THE BID: A POWER OF ATTORNEY FOR THE ATTORNEY -IN-FACT WHICH IS CURRENTLY DATED AND VALID FOR THE TOTAL AMOUNT OF ALL BONDS.**

Consent of Surety must be signed by an authorized agent or representative of a surety company and not by the individual or company representative submitting the bid.

NOTE: IF SUBCONTRACTORS ARE LISTED ON BID FORM, N.J.S.A. 18A:18A-18 REQUIRES THAT EVIDENCE OF PERFORMANCE SECURITY AS TO SUBCONTRACTORS BE SUBMITTED WITH THE BID, EITHER BE THE BIDDER ON ITS OWN BEHALF AND ON BEHALF OF ALL LISTED SUBCONTRACTORS, OR BY EACH SUBCONTRACTOR, OR ANY COMBINATION THEREOF, PROVIDED THAT THE PERFORMANCE SECURITY IN TOTAL EQUALS, BUT DOES NOT EXCEED, THE TOTAL AMOUNT OF THE BID.

**SUBCONTRACTOR IDENTIFICATION STATEMENT**

The following information is to be provided in the case of all subcontractors who will furnish labor of the various trades governed by N.J.S.A. 18A:18A-18 (b) (**General Construction, Steel, Plumbing, HVAC, Electric, and all DPMC Specialty Trades**, where applicable).

TRADE	Contractor's Name/Address/Telephone	NJ License No.

If work of the types designated by the above referenced law will be performed by the Bidder, the Bidder shall state below and shall enclose copies of licenses covering each trade.

TRADE	N.J. License No.

BIDDER \_\_\_\_\_

**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION)**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This Statement Shall Be Included with  
All Bid and Proposal Submissions**

**Name of Business:** \_\_\_\_\_

**Address of Business:** \_\_\_\_\_

**Name of person completing this form:** \_\_\_\_\_

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships, apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

**Part I**

**Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership  Limited Partnership  Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

**Part II**

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

**OR**

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

**Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):**

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

**OR**

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

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**AND**

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

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Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Affiant)

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)



PERFORMANCE RECORD

How many years has your organization been in business as a Contractor under your present business name? \_\_\_\_\_

How many years experience in construction work has your organization had:

(a) As a Prime contractor? \_\_\_\_\_ (b) As a subcontractor? \_\_\_\_\_

What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Constr. Experience	Magnitude and Type of Work	In What Capacity

Have you ever failed to complete any work contracted to you? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

Has any officer or partner of your organization ever failed to complete a construction contract handled in its own name?

If so, state name of individual, name of owner, location and type of project and reason for the failure to complete.

PERFORMANCE RECORD (Continued)

List of all contracts completed by you.

Name of Owner	Name & Location of Project/ Type of Work	Prime or Sub- Contractor	Architect or Engineer in Charge for Owner	Contract Price (Omit Cost)	Date Completed	Was* Time Extension Necessary	Were any Penalties Imposed	Were* Liens Claims or Stop Notice Filed

\*Explain "Yes" answers.

PERFORMANCE RECORD  
CERTIFICATION

Explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles experience, liens, termination of contracts, poor performance, debarment, claims and notices filed against contracts.

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The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Name of Organization)

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

\_\_\_\_\_  
(Title)

STATE OF                                )  
  )ss.  
COUNTY OF                         )

\_\_\_\_\_, being duly sworn to law, deposes and says that it is authorized to make this affidavit for, and on behalf of, the individual, partnership or corporation herein first named as the Bidder, that deponent is familiar with the books of the said Bidder and that the foregoing statement is a true and accurate statement taken from the books of said Bidder of such financial condition as of the date herein first named; that the answers to the foregoing interrogatories are true and correct.

Subscribed and sworn to before me

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

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

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_, 20\_\_.

**COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT**

Title of Bid: \_\_\_\_\_

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

Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25, inclusive) and all acts amendatory thereof and supplemental hereto.

Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. I certify that our company understands that this project requires prevailing wages to be paid in full accordance with the law.
2. I further certify that all subcontractors named in this bid understand that this project requires the subcontract to pay prevailing wages in full accordance with the law.
3. Has the Bidder been notified by the Commissioner of Labor and Industry by notice issued pursuant to N.J.S.A. 34:11-56:37 that it has been found to be in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wages Act? \_\_\_\_\_
4. Has any person having an "Interest" in the Bidder within the meaning of N.J.S.A. 34:11-56:38 been found to be in violation of the New Jersey Prevailing Wage Act as aforesaid? \_\_\_\_\_
5. Has any person having an "Interest" in the Bidder with the meaning of N.J.S.A. 34:11-56:38 had an "Interest" as aforesaid in any firm, corporation, or partnership which has been found to be in violation of the New Jersey Prevailing Wage Act as aforesaid? \_\_\_\_\_
6. If the answer to any of the aforesaid questions is "Yes," annex a full statement showing the date of the action taken by the Commissioner of Labor and Industry, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm corporation or partnership debarred by the commissioner, and the nature, character and extent of the interest existing between the Bidder and the name which was debarred as aforesaid.

Name of Company:

\_\_\_\_\_

Authorized Agent:

\_\_\_\_\_

Authorized Signature:

\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY/ \_\_\_\_\_  
(Specify, if Other)

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

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_ State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_, the Bidder making the Proposal for the above named Projects, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract 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 \_\_\_\_\_. (Name of Contractor)

(N.J.S.A. 52:34-15)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/

Specify Other State

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_.

**THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED, AND SUBMITTED WITH BID**

**CERTIFICATE OF EQUAL OPPORTUNITY**

**Name of Bidder**

**Project No.**

**INSTRUCTIONS**

This certification is required pursuant to executive order 11246, Part II, 203(B), (30 F.R. 12319-25). Each Bidder is required to state in its Bid whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable filing requirements.

**CONTRACTOR'S CERTIFICATE**

**Contractor's Name:**

\_\_\_\_\_

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

1. Bidder has participated in previous contract or subcontract subject to the equal opportunity clause. Yes \_\_\_\_\_ No \_\_\_\_\_
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, state what reports were filed and with what agency.
3. Bidder has filed all compliance reports due under applicable instructions. Yes \_\_\_\_\_ No \_\_\_\_\_
4. If answer to Item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S.Code, Title 17, Section 1001.)

\_\_\_\_\_  
(Name and Title of Signer - Please Type

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

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

**AFFIRMATIVE ACTION QUESTIONNAIRE**

COMPANY NAME \_\_\_\_\_

1. Our company has a federal Affirmative Action Plan approval.

YES \_\_\_\_\_ NO \_\_\_\_\_

2. Our company has a New Jersey State Certificate of Approval

YES \_\_\_\_\_ NO \_\_\_\_\_

A. If yes, a copy of the New Jersey State Certificate shall be submitted to the board of education within seven (7) working days of the notice of intent to award the contract or the signing of the contract.

3. If you answered NO to both questions above, you will need to complete an Affirmative Action Employee Information Report (AA-302) and forward to the Affirmative Action Office, Department of Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program P.O. Box 206, Trenton, NJ 08625. A copy shall be submitted to the board of education within seven (7) days of the notice of the intent to award the contract or the signing of the contraction.

I certify that the above information is correct to the best of my knowledge.

AUTHORIZED BIDDER \_\_\_\_\_  
(Print or Type)

TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
(Print or Type)

SIGNATURE \_\_\_\_\_

**CERTIFICATION OF NO MATERIAL CHANGE OF CIRCUMSTANCES**

Bidder's Name: \_\_\_\_\_

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

1. A statement as to the financial ability, adequacy of plant equipment, organization and prior experience of the Bidder, as required by N.J.S.A. 18A:18A-28 has been submitted to the Department of Treasury within the last twelve (12) months preceding the date of opening of bids for this contract.
  
2. I certify, as required by N.J.S.A. 18A:18A-32, that there has been no material adverse change in the qualification except:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Signer - Please print or type)

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

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



STATUS OF PRESENT CONTRACTS

**PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK, FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS.**

- Each classified bidder's aggregate rating shall be calculated in accordance with formula prescribed by N.J.A.C. 17:19-2.8.
- Calculations shall be based on Bidder's base bid amount only at time of bid or total amount of base bid and accepted Alternate Bids at time of Award.

Entity	Project Title	Original Contract Amount	Uncompleted Amount As of Bid Opening Date	Name and Telephone Number of Party To Be Contacted From Entity For Verification

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

BIDDER

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

\_\_\_\_\_  
 (Print and Signature)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

Delete

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_

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

**Do Not Enter PIN as a Signature**

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

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

**CONTRACTOR / SUBCONTRACTOR CERTIFICATION OF  
QUALIFICATIONS AND CREDENTIALS**

**CONTRACTOR**

STATE OF NEW JERSEY/ \_\_\_\_\_  
(Specify, if Other)

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

I, \_\_\_\_\_, of the ( City, Town, Borough) of  
\_\_\_\_\_ State of \_\_\_\_\_, of full age,

being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the  
Bidder making the Proposal for the above named Projects, or a Subcontractor to the Bidder required  
to be named under (N.J.S.A. 18A:7G-1 et al. and N.J.S.A. 18A:18A-18), and that I executed the said  
Proposal with full authority to do so. Pursuant to N.J.S.A. 18A:7G-37, the firm of  
\_\_\_\_\_ possess the following qualifications and credentials:

- (1) A current, valid Certificate of Registration from the Department of Labor issued pursuant to "The Public Works Contractor Registration Act," P.L.1999, c. 238 (C.34: 11-56.48 et seq.), a copy of which is attached hereto.
- (2) A current, valid "Certificate of Authority to perform work in New Jersey"/Notice of Classification issued by the Department of the Treasury, a copy of which is attached hereto.
- (3) A current, valid Contractor or Trade License required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work, a copy of which is attached hereto.
- (4) A suitable quality control and quality assurance program, as well as an appropriate safety and health plan that the firm will have in place during the term of construction of the School Facilities Project.

- (5) An executed Affidavit, attached hereto, demonstrating that the amount of the firm's Bid Proposal and the value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit, as well as a certified copy of Department of the Treasury Form DPMC 701.

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_ 20 \_\_\_\_.

**THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED,  
AND SUBMITTED WITH BID**

**CONTRACTOR / SUBCONTRACTOR CERTIFICATION OF  
QUALIFICATIONS AND CREDENTIALS**

**SUBCONTRACTOR**

STATE OF NEW JERSEY/\_\_\_\_\_

Specify, if Other

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

I, \_\_\_\_\_, of the ( City, Town, Borough) of  
\_\_\_\_\_ State of \_\_\_\_\_, of full age,

being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the Bidder  
making the Proposal for the above named Projects, or a Subcontractor to the Bidder required to be  
named under (N.J.S.A. 18A:7G-1 et al. and N.J.S.A. 18A:18A-18), and that I executed the said  
Proposal with full authority to do so. Pursuant to N.J.S.A. 18A:7G-37, the firm of

\_\_\_\_\_

possess the following qualifications and credentials:

- (1) A current, valid Certificate of Registration from the Department of Labor issued pursuant to "The Public Works Contractor Registration Act," P.L.1999, c. 238 (C.34: 11-56.48 et seq.), a copy of which is attached hereto.
- (2) A current, valid "Certificate of Authority to perform work in New Jersey"/Notice of Classification issued by the Department of the Treasury, a copy of which is attached hereto.
- (3) A current, valid Contractor or Trade License required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work, a copy of which is attached hereto.
- (4) A suitable quality control and quality assurance program, as well as an appropriate safety and health plan that the firm will have in place during the term of construction of the School Facilities Project.

- (5) An executed Affidavit, attached hereto, demonstrating that the amount of the firm's Bid Proposal and the value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit, as well as a certified copy of Department of the Treasury Form DPMC 701.

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
(Seal) Notary Public of New Jersey/  
Specify Other State  
My Commission Expires \_\_\_\_\_ 20 \_\_\_\_ .

**THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED,  
AND SUBMITTED WITH BID**

CONTRACTOR / SUBCONTRACTOR CERTIFICATION OF  
QUALIFICATIONS AND CREDENTIALS FORM

CERTIFICATION OF INSURANCE STATEMENT

The Bidder fully understands the Owner's insurance requirements as stated in the Supplementary Conditions and agrees to provide all insurance required by these documents at award of contract.

---

COMPANY NAME

---

BIDDER (Signature)

---

BIDDER (Print Name)

**Note:** Failure to sign this document may result in the rejection of your Proposal.

CERTIFICATION OF INSURANCE STATEMENT



**INDEMNITY AND HOLD HARMLESS AGREEMENT**

(Contractor, if corporation, also responsible individual of corporation signing individually) agrees to indemnify and hold harmless Ewing Township Public School District, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and 2) caused in whole or in part by (Name of Contractor) negligent act or omission or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether Ewing Township Public School District is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

By:  
Contractor, Individual, Group, etc.

Date:

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27-1.1 et seq.**

#### **CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

## EXHIBIT B (Cont)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

## **EXHIBIT B** (*Cont*)

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i) The contractor or subcontractor shall interview the referred minority or women worker.

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

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

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

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

## **EXHIBIT B (Cont)**

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

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.



# AIA® Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*

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

### CONSTRUCTION CONTRACT

Date:  
Amount: \$  
Description:  
*(Name and location)*  
Sample

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### BOND

Date:  
*(Not earlier than Construction Contract Date)*

Amount: \$  
Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*

**SURETY**  
Company: *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.



§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

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

Name and Title:

Address:

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

Name and Title:

Address:



# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

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

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Sample

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

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

Name and

Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

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

Name and

Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Init.

User Notes:

(892497972)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## § 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Init.

User Notes:

(892497972)

**TWO YEAR MAINTENANCE BOND**

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

\_\_\_\_\_

as principal, and \_\_\_\_\_

a Corporation organized and existing under the laws of the state of \_\_\_\_\_

\_\_\_\_\_

and duly authorized to do business in the State of New Jersey, as Surety,

are held and firmly bound unto the \_\_\_\_\_

\_\_\_\_\_

as Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_

(10% of the Final Contract Amount)

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas

the above named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

enter into a Contract with the Owner for \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Project Name)

which said Contract is made a part of this bond the same as though set forth herein.

NOW, if the said principal shall remedy without cost to the Owner any defects which may develop during the one (2) year Maintenance Period of the work performed under the said Contract, provided such defects, in the judgment of the Owner are caused by defective or inferior materials or workmanship, then this obligation shall be void, otherwise it shall be and remain in full force and effect. The one (2) year period shall commence on the date established in the Certificate of Substantial Completion.

The said Surety hereby stipulates and agrees that no modifications, deletions or additions in or to the terms of the said Contract or the plans or specifications therefor shall in any way affect its obligations on this bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)



STATE OF NEW JERSEY  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance - Public Contracts Section  
PO Box 389  
Trenton, NJ 08625-0389

**PREVAILING WAGE RATE DETERMINATION**

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements 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.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

**Prevailing Wage Rate**

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

**W** = Wage Rate per Hour                      **B** = Fringe Benefit Rate per Hour\*                      **T** = Total Rate per Hour

\* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

**Apprentice Rate Schedule**

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.



## Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

## Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at [www.nj.gov/labor](http://www.nj.gov/labor) (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

*No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.*

## Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**PREVAILING WAGE RATE**

	03/01/18
Journeyman (Mechanic)	W37.98 B23.93 T61.91

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	Mo. 1-3	Mo. 4-12	2nd Year	3rd Year	4th Year	5th Year		Wage = %	of Jnymn	Wage
As Shown										
Wage and Bene	50%	55%	60%	65%	75%	85%		Bene = %	of Jnymn	Bene

**Ratio of Apprentices to Journeymen - 1:4**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 3-1-13:

INTERVAL	PERIOD AND RATES							
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year		Wage =% of Jnymn Wage	
Wage and Benefit	40%	50%	60%	70%	80%		Bene. =% of Jnymn Bene	

**Craft: Air Conditioning & Refrigeration - Service and Repair**

**COMMENTS/NOTES**

THESE RATES MAY BE USED FOR THE FOLLOWING:

- Service/Repair/Maintenance Work to EXISTING facilities.
- Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning.
- Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons.

NOTE: These rates may NOT be used for any work in new construction (including work on new additions).

The regular workday shall consist of 8 hours, starting between 6:00 AM and 10:00 AM, Monday through Friday.

SHIFT DIFFERENTIALS:

- The second and third shifts shall be paid an additional 15% of the hourly rate.
- All shifts must run for a minimum of 5 consecutive days.

OVERTIME:

Hours worked in excess of 8 per day or before or after the regular workday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Boilermaker                      PREVAILING WAGE RATE**

	01/01/19
Foreman	W49.72 B44.34 T94.06
General Foreman	W51.72 B45.34 T97.06
Journeyman	W44.72 B42.70 T87.42

**Craft: Boilermaker                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	36.36	37.26	38.18	39.07	39.39	40.89	41.79			

**Ratio of Apprentices to Journeymen - \***

\* 1 apprentice will be allowed for the first 5 journeymen, 1 apprentice for the next 10 journeymen and 1 apprentice for each succeeding 20 journeymen up to a maximum of 5 apprentices per contractor on any one job.

**Craft: Boilermaker                      COMMENTS/NOTES**

HIGH WORK: All apprentices working on the erection, repair, or dismantling of smoke stacks, standpipes, or water towers shall be paid the Journeyman rate.

The regular workday shall consist of 8 hours, between 8:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall work 7½ hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Boilermaker - Minor Repairs**

**PREVAILING WAGE RATE**

	01/01/19
Foreman	W32.80 B16.37 T49.17
General Foreman	W33.30 B16.37 T49.67
Mechanic	W31.30 B16.37 T47.67

**Craft: Boilermaker - Minor Repairs**

**COMMENTS/NOTES**

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed \$125,000.00).

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Bricklayer, Stone Mason**

**PREVAILING WAGE RATE**

	05/01/18
Deputy Foreman	W45.20 B33.03 T78.23
Foreman	W48.20 B33.03 T81.23
Journeyman	W42.20 B33.03 T75.23

**Craft: Bricklayer, Stone Mason**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%	55%	60%	65%	70%	75%	80%		
6 Months										
Benefits	3.86	4.83	5.31	5.80	21.83	23.27	24.72	26.15		

**Ratio of Apprentices to Journeymen - 1:5**

**Craft: Bricklayer, Stone Mason**

**COMMENTS/NOTES**

The regular workday shall consist of 8 hours, between 6:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 10%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 10%, inclusive of benefits.

**OVERTIME:**

- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost to inclement weather.
- When Bricklayers/Stone Masons work on Saturday with Laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Carpenter**

**PREVAILING WAGE RATE**

	11/01/18
Foreman	W56.94 B32.45 T89.39
Journeyman	W49.51 B28.22 T77.73

**Craft: Carpenter**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57% of	Appren	tice	Wage	for all	intervals				

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Carpenter**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

**OVERTIME:**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Carpenter - Resilient Flooring**

**PREVAILING WAGE RATE**

	11/01/18
Foreman	W56.94 B32.45 T89.39
Journeyman	W49.51 B28.22 T77.73

**Craft: Carpenter - Resilient Flooring**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	57%	of	Appren	tice	Wage	for all	intervals			

**Ratio of Apprentices to Journeymen - \***

\* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

**Craft: Carpenter - Resilient Flooring**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

**FOR SYNTHETIC TURF INSTALLATION ONLY:**

- The rate shall be 90% of the wage and benefit rate.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

**OVERTIME:**

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Cement Mason**

**PREVAILING WAGE RATE**

See "Bricklayer, Stone Mason" Rates

**Craft: Cement Mason**

**COMMENTS/NOTES**

\*\*\*See " Bricklayer, Stone Mason" Rates\*\*\*

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Diver                      PREVAILING WAGE RATE**

	11/02/18
Diver	W58.74 B46.87 T105.61
Tender	W47.00 B46.87 T93.87

**Craft: Diver                      COMMENTS/NOTES**

NOTE: All dive crews must consist of a Tender, a Diver, and a standby Diver (standby Diver is the same rate as a Diver).

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

**AIR DIVES:**

- 0-59 feet: No additional wage
- 60-74 feet: + \$0.25 per foot
- 75-125 feet: + \$0.78 per foot

**MIXED GAS DIVES:**

- 0-74 feet: No additional wage
- 75-125 feet: + \$1.00 per foot
- 126-200 feet: + \$2.00 per foot

**PENETRATION DIVES:**

- 126-200 feet: + \$1.50 per foot
- 201-275 feet: + \$1.75 per foot
- 276-350 feet: + \$2.00 per foot
- 351-425 feet: + \$2.50 per foot

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Dockbuilder                      PREVAILING WAGE RATE**

	11/02/18
Foreman	W54.05 B46.87 T100.92
Foreman (Concrete Form Work)	W53.25 B33.76 T87.01
Journeyman	W47.00 B46.87 T93.87
Journeyman (Concrete Form Work)	W46.30 B33.76 T80.06

**Craft: Dockbuilder                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	18.80	23.50	30.55	37.60						
Benefit	31.25	for all	intervals							

**Ratio of Apprentices to Journeymen - \***

\* When there are 4 or fewer Dockbuilders on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders, there may be 1 apprentice for every 5 Dockbuilders.

**Craft: Dockbuilder                      COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES			
Yearly	18.52	23.15	30.10	37.04
Benefits	23.24 for all intervals			

**CREOSOTE HANDLING:**

When handling creosote products on land piledriving, floating marine construction, and construction of wharves, the worker shall receive an additional \$0.25 per hour.

**HAZARDOUS WASTE WORK:**

- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional \$1.00 per hour.

**CERTIFIED WELDER:** When required on the job by the project owner, a Certified Welder shall receive an additional \$1.00 per hour.

**FOREMAN REQUIREMENTS:**

The first Dockbuilder on the job shall be designated a Foreman.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Drywall Finisher**

**PREVAILING WAGE RATE**

	11/01/18
Foreman	W43.95 B24.40 T68.35
General Foreman	W45.94 B24.40 T70.34
Journeyman	W39.95 B24.40 T64.35

**Craft: Drywall Finisher**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%		60%	70%		80%	90%		
6 Months										
Benefits	Intervals	1 to 2 =	10.65	Intervals	3 to 4 =	13.17	Intervals	5 to 6 =	16.25	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Drywall Finisher**

**COMMENTS/NOTES**

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Electrician                      PREVAILING WAGE RATE**

	01/01/19	04/01/19	07/06/20	10/04/21
Asst. General Foreman	W57.75 B36.39 T94.14	W59.00 B37.42 T96.42	W0.00 B0.00 T98.42	W0.00 B0.00 T100.42
Crane Operator, High Voltage Splicer, Welder	W52.71 B33.24 T85.95	W53.83 B34.19 T88.02	W0.00 B0.00 T90.02	W0.00 B0.00 T92.02
Foreman	W55.25 B34.83 T90.08	W56.40 B35.79 T92.19	W0.00 B0.00 T94.19	W0.00 B0.00 T96.19
General Foreman	W62.75 B39.51 T102.26	W64.10 B40.60 T104.70	W0.00 B0.00 T106.70	W0.00 B0.00 T108.70
Journeyman	W50.20 B31.67 T81.87	W51.27 B32.59 T83.86	W0.00 B0.00 T85.86	W0.00 B0.00 T87.86

**Craft: Electrician                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	Yearly	15.06	17.57	20.08	25.10	35.14				
Benefits	62.48% of	Apprentic	Wage	Rate	+ \$0.31					

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Electrician                      COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 4-1-19:

INTERVAL	PERIOD AND RATES				
Yearly	15.38	17.94	20.51	25.64	35.89
Benefits	62.48% of Apprentice Wage Rate + \$0.56				

**FOREMAN REQUIREMENTS:**

- When there are 2 or more electricians on the job, 1 shall be designated a Foreman.
- 1 additional Foreman shall be designated for every 10 additional electricians.
- When there are 2 or more Foremen on the job, 1 shall be designated a General Foreman.

The regular workday is 8 hours between 7:00 AM and 4:30 PM.

**SHIFT DIFFERENTIAL:**

- Shift work must run for a minimum of 5 workdays.
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate,



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

per hour, inclusive of benefits.

- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

**OVERTIME:**

- The first 4 hours in excess of 8 per day, and hours before or after the regular workday that are not shift work, Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 12 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

- Four 10-hour days may be worked at straight time, Monday through Thursday or Tuesday through Friday.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Electrician - Teledata (15 Instruments and Less)**

**PREVAILING WAGE RATE**

	01/01/19
Assistant General Foreman	W49.19 B31.29 T80.48
Foreman	W44.86 B28.58 T73.44
General Foreman	W51.16 B32.52 T83.68
Journeyman Technician	W39.35 B25.14 T64.49
Lead Foreman	W46.83 B29.81 T76.64
Working Foreman	W42.89 B27.35 T70.24

**Craft: Electrician - Teledata (15 Instruments and Less)**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	19.28	22.82	28.73	33.84						
Benefits	62.48% of	Apprentice	Wage	Rate	+\$0.56					

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Electrician - Teledata (15 Instruments and Less)**

**COMMENTS/NOTES**

NOTE: These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.

**FOREMAN REQUIREMENTS:**

- 1 to 10 workers- 1 Working Foreman
- 11 to 20 workers- 1 Working Foreman and 1 Foreman
- 21 to 30 workers- 1 Working Foreman, 1 Foreman and 1 Lead Foreman
- 31 to 40 workers- 1 Working Foreman, 2 Foremen and 1 General Foreman
- 41 to 50 workers- 1 Working Foreman, 4 Foremen, 1 Assistant General Foreman and 1 General Foreman
- 51 to 60 workers- 1 Working Foreman, 5 Foremen, 1 Assistant General Foreman and 1 General Foreman
- 61 to 70 workers- 1 Working Foreman, 6 Foremen, 1 Assistant General Foreman and 1 General Foreman
- 71 to 80 workers- 1 Working Foreman, 7 Foremen, 2 Assistant General Foremen and 1 General Foreman
- 81 to 90 workers- 1 Working Foreman, 8 Foremen, 2 Assistant General Foremen and 1 General Foreman

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

91 to 100 workers- 1 Working Foreman, 9 Foremen, 2 Assistant General Foremen and 1 General Foreman.

HEIGHT WORK (40 feet above ground or floor):

Workers shall be paid an additional 10% of the regular rate, inclusive of benefits.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.

- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.

- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or outside the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Electrician - Teledata (16 Instruments & More)**

**PREVAILING WAGE RATE**

	01/01/19	04/01/19	07/06/20	10/04/21
Assistant General Foreman	W57.75 B36.39 T94.14	W59.00 B37.42 T96.42	W0.00 B0.00 T98.42	W0.00 B0.00 T100.42
Foreman	W55.25 B34.83 T90.08	W56.40 B35.79 T92.19	W0.00 B0.00 T94.19	W0.00 B0.00 T96.19
General Foreman	W62.75 B39.51 T102.26	W64.10 B40.60 T104.70	W0.00 B0.00 T106.70	W0.00 B0.00 T108.70
Journeyman Technician	W50.20 B31.67 T81.87	W51.27 B32.59 T83.86	W0.00 B0.00 T85.86	W0.00 B0.00 T87.86
Lead Foreman	W55.25 B34.83 T90.08	W56.40 B35.79 T92.19	W0.00 B0.00 T94.19	W0.00 B0.00 T96.19
Working Foreman	W55.25 B34.83 T90.08	W56.40 B35.79 T92.19	W0.00 B0.00 T94.19	W0.00 B0.00 T96.19

**Craft: Electrician - Teledata (16 Instruments & More)**

**APPRENTICE RATE SCHEDULE**

<b>INTERVAL</b>	<b>PERIOD AND RATES</b>									
Yearly	15.06	17.57	20.08	25.10	35.14					
Benefits	62.48% of	Apprentic	Wage	Rate	+\$0.31					

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Electrician - Teledata (16 Instruments & More)**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 4-1-19:

INTERVAL	PERIOD AND RATES				
Yearly	15.38	17.94	20.51	25.64	35.89
Benefits	62.48% of Apprentice Wage Rate + \$0.56				

NOTES:

1) These rates are for service, maintenance, moves and/or changes affecting 16 or more instruments, and fiber optic work. These rates may NOT be used for any new construction.

2) The number of electricians on the jobsite is the determining factor for which Foreman Category applies.

FOREMAN REQUIREMENTS:

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

1 to 10 workers- 1 Working Foreman  
11 to 20 workers- 1 Working Foreman and 1 Foreman  
21 to 30 workers- 1 Working Foreman, 1 Foreman and 1 Lead Foreman  
31 to 40 workers- 1 Working Foreman, 2 Foremen and 1 General Foreman  
41 to 50 workers- 1 Working Foreman, 4 Foremen, 1 Assistant General Foreman and 1 General Foreman  
51 to 60 workers- 1 Working Foreman, 5 Foremen, 1 Assistant General Foreman and 1 General Foreman  
61 to 70 workers- 1 Working Foreman, 6 Foremen, 1 Assistant General Foreman and 1 General Foreman  
71 to 80 workers- 1 Working Foreman, 7 Foremen, 2 Assistant General Foremen and 1 General Foreman  
81 to 90 workers- 1 Working Foreman, 8 Foremen, 2 Assistant General Foremen and 1 General Foreman  
91 to 100 workers- 1 Working Foreman, 9 Foremen, 2 Assistant General Foremen and 1 General Foreman.

HEIGHT WORK (40 feet above ground or floor):

Workers shall be paid an additional 10% of the regular rate, inclusive of benefits.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:

- Shift work must run for a minimum of 5 workdays.

- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.

- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or outside the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Electrician- Outside Commercial**

**PREVAILING WAGE RATE**

	01/01/19	04/01/19	07/06/20	10/04/21
Assistant General Foreman	W57.75 B36.07 T93.82	W59.00 B37.09 T96.09	W0.00 B0.00 T98.09	W0.00 B0.00 T100.09
Crane Operator, High Voltage Splicer, Welder	W52.71 B32.95 T85.66	W53.83 B33.89 T87.72	W0.00 B0.00 T89.72	W0.00 B0.00 T91.72
Foreman	W55.25 B34.52 T89.77	W56.40 B35.48 T91.88	W0.00 B0.00 T93.88	W0.00 B0.00 T95.88
General Foreman	W62.75 B39.17 T101.92	W64.10 B40.25 T104.35	W0.00 B0.00 T106.35	W0.00 B0.00 T108.35
Groundman, Truck & Winch Operator- Level I	W15.06 B10.03 T25.09	W15.38 B10.08 T25.46	W0.00 B0.00 T27.46	W0.00 B0.00 T29.46
Groundman, Truck & Winch Operator- Level II	W20.08 B12.74 T32.82	W20.51 B13.26 T33.77	W0.00 B0.00 T35.77	W0.00 B0.00 T37.77
Groundman, Truck & Winch Operator- Level III	W25.10 B15.85 T40.95	W25.64 B16.43 T42.07	W0.00 B0.00 T44.07	W0.00 B0.00 T46.07
Groundman, Truck & Winch Operator- Level IV	W32.63 B20.51 T53.14	W33.33 B21.20 T54.53	W0.00 B0.00 T56.33	W0.00 B0.00 T58.33
Groundman, Truck & Winch Operator- Level V	W40.16 B25.18 T65.34	W41.02 B25.96 T66.98	W0.00 B0.00 T68.98	W0.00 B0.00 T70.98
Heavy Equipment Operator	W50.20 B31.39 T81.59	W51.27 B32.31 T83.58	W0.00 B0.00 T85.58	W0.00 B0.00 T87.58
Journeyman Lineman	W50.20 B31.39 T81.59	W51.27 B32.31 T83.58	W0.00 B0.00 T85.58	W0.00 B0.00 T87.58

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Electrician- Outside Commercial**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	30.12	32.63	35.14	37.65	40.16	42.67	45.18			
Benefits	61.93% of	Apprentic	Wage	Rate	+ \$0.31					

**Craft: Electrician- Outside Commercial**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 4-1-19:

INTERVAL	PERIOD AND RATES									
6 Months	30.76	33.33	35.89	38.45	40.02	43.58	46.14			
Benefits	61.93% of Apprentice Wage Rate + \$0.56									

\* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

The regular workday is 8 hours between 7:00 AM and 4:30 pm.

**SHIFT DIFFERENTIALS:**

2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.

3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

**FOREMAN REQUIREMENTS:**

When there are 2 or more electricians on the job, 1 shall be designated a Foreman.

1 additional Foreman shall be designated for every 10 additional electricians.

When there are 2 or more Foremen on the job, 1 shall be designated a General Foreman.

An Assistant General Foreman shall be designated for every 50 electricians working on the job.

**OVERTIME:**

The first 4 hours in excess of 8 per day, and hours before or after the regular workday that are not shift work, Monday through Friday, and the first 8 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits.

Four 10-hour days may be worked at straight time, Monday through Thursday or Tuesday through Friday.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Electrician-Utility Work (North)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

**Craft: Electrician-Utility Work (North)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	67% of	Appren	tice	Wage	Rate	for all	intervals			

**Craft: Electrician-Utility Work (North)**

**COMMENTS/NOTES**

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

\* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Electrician-Utility Work (South)**

**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

**Craft: Electrician-Utility Work (South)**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 Months	28.53	30.91	33.29	35.66	38.04	40.42	42.80			
Benefits	25.01	26.41	27.83	29.24	30.65	32.05	33.47			

**Craft: Electrician-Utility Work (South)**

**COMMENTS/NOTES**

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Elevator Constructor**

**PREVAILING WAGE RATE**

	01/01/19
Helper-Over 5 Years	W40.28 B37.34 T77.62
Helper-Under 5 Years	W40.28 B36.53 T76.81
Mechanic (Journeyman) over 5 years	W57.55 B38.72 T96.27
Mechanic (Journeyman) under 5 years	W57.55 B37.57 T95.12
Mechanic in Charge (Foreman) over 5 years	W64.74 B39.29 T104.03
Mechanic in Charge (Foreman) under 5 years	W64.74 B38.00 T102.74
Probationary Helper (1st 6 months)	W28.78 B35.84 T64.62

**Craft: Elevator Constructor**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	Yearly	55%	65%	70%	80%					
Benefits	full	journeyma	benefit	rate for	all	intervals				

**Ratio of Apprentices to Journeymen - \***

\* Total number of helpers and apprentices shall not exceed the number of mechanics on the job , except where 2 teams are working, 1 additional helper or apprentice may be employed for first 2 teams and an extra helper or apprentice for each additional 3 teams. Further, the employer may use as many helpers or apprentices as needed, under the direction of a mechanic in wrecking old plants,handling and hoisting material, and on foundation work. When replacing cables on existing elevators, employer may use 2 helpers or apprentices to 1 mechanic.

**Craft: Elevator Constructor**

**COMMENTS/NOTES**

**SHIFT DIFFERENTIALS:**

- 2nd Shift (4:30 PM to 12:30 AM) shall be established on the basis of 7.5 hours of work for 8 hours of pay, plus an additional 10% per hour.
- 3rd Shift (12:30 AM to 8:00 AM) shall be established on the basis of 7 hours of work for 8 hours of pay, plus an additional 15% per hour.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at double the hourly rate.
- Four 10-hour days may be worked, Monday to Thursday or Tuesday to Friday, at straight time. When working a 4-10 hour day schedule, all hours worked on a day other than the days established for the 4-10 hour schedule shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Glazier                      PREVAILING WAGE RATE**

	05/15/18	05/01/19
* Leadman	W47.11 B25.06 T72.17	W49.11 B25.06 T74.17
Foreman	W48.94 B25.23 T74.17	W52.81 B23.62 T76.43
General Foreman	W50.77 B25.40 T76.17	W54.81 B23.75 T78.56
Journeyman	W45.28 B24.89 T70.17	W48.81 B23.36 T72.17

**Craft: Glazier                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	6 Months	50%	55%		60%	65%		70%	75%	
Benefits	Intervals	1 to 2 =	9.11	Intervals	3 to 4 =	11.71	Intervals	5 to 6 =	13.20	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Glazier                      COMMENTS/NOTES**

Hazard/Height Pay: +\$1.00 per hour

\* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

**FOREMAN REQUIREMENTS:**

- When there are 4 or more Glaziers on a job, 1 must be designated a Foreman.
- When there are 15 or more Glaziers on a job, 1 must be designated a General Foreman.

The regular workday shall consist of 8 hours, between 7:00 AM and 5:30 PM, Monday to Friday.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Heat & Frost Insulator** **PREVAILING WAGE RATE**

	07/01/18	07/01/19	07/01/20
Foreman	W44.97	W0.00	W0.00
	B35.03	B0.00	B0.00
	T80.00	T83.75	T87.00
Journeyman	W43.97	W0.00	W0.00
	B35.03	B0.00	B0.00
	T79.00	T82.25	T85.50

**Craft: Heat & Frost Insulator** **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	45%	55%	65%	75%	80%					
Yearly										
Benefit	30.68	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* Ratio = 1:4 on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company). There is no limit to the number of apprentices allowed on any one job, provided there is at least 1 journeyman on the job.

**Craft: Heat & Frost Insulator** **COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 7-1-18:

INTERVAL	PERIOD AND RATES				
Yearly	45%	55%	65%	75%	80%
Benefits	31.78 for all intervals				

**FOREMAN REQUIREMENTS:**

- If there is only 1 Insulator on the job, he must be designated a Foreman.
- If there are 2 to 10 Insulators on the job, 1 must be designated a Foreman.
- If there are 11 or more Insulators on the job, 1 must be designated a General Foreman and receive the following additional pay (% above Journeyman wage rate):
  - 11 - 20 Insulators on site: 10%; 21 - 30 Insulators on site: 15%;
  - 31 - 40 Insulators on site: 20%; 41 - 50 Insulators on site: 25%

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of two (2) consecutive days and a minimum of two (2) shifts per day must be worked. Additionally, no less than two (2) employees may work on any one (1) shift. If these requirements are not met then shift work would not apply and the applicable overtime rate shall be paid.
- 1st Shift (8:00 AM- 4:00 PM).
- 2nd Shift (4:00 PM - 12:00 AM): additional 15% of the regular rate, inclusive of benefits.
- 3rd Shift (12:00 AM - 8:00 AM): additional 20% of the regular rate, inclusive of benefits.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that are not shift work, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Heat & Frost Insulator - Asbestos Worker**

**PREVAILING WAGE RATE**

	07/01/18	07/01/19	07/01/20
Foreman	W44.97	W0.00	W0.00
	B35.03	B0.00	B0.00
	T80.00	T83.75	T87.00
Journeyman	W43.97	W0.00	W0.00
	B35.03	B0.00	B0.00
	T79.00	T82.25	T85.50

**Craft: Heat & Frost Insulator - Asbestos Worker**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	Heat &	Frost	Insulator						

**Craft: Heat & Frost Insulator - Asbestos Worker**

**COMMENTS/NOTES**

NOTE: These rates apply only to the REMOVAL of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

**FOREMAN REQUIREMENTS:**

- If there is only 1 Asbestos Worker on the job, he must be designated an Abatement Foreman.
- If there are 2 to 10 Asbestos Workers on the job, 1 must be designated an Abatement Foreman.
- If there are 11 or more Asbestos Workers on the job, 1 must be designated a General Foreman and receive the following additional pay (% above Abatement Mechanic wage rate):
  - 11 - 20 Insulators on site: 10%; 21 - 30 Insulators on site: 15%;
  - 31 - 40 Insulators on site: 20%; 41 - 50 Insulators on site: 25%

**MECHANIC-TO-APPRENTICE RATIO:**

- Maximum of 5 Apprentices for each Abatement Mechanic on the job.

**OVERTIME:**

- Hours in excess of 8 per day, and all hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Ironworker**

**PREVAILING WAGE RATE**

	07/01/18
Foreman: Fence and Guardrail	W54.13 B30.24 T84.37
Foreman-Rod/Mesh	W54.13 B30.24 T84.37
Foreman-Structural	W56.29 B30.24 T86.53
Journeyman: Fence and Guardrail	W50.12 B30.24 T80.36
Journeyman-Rod/Mesh	W50.12 B30.24 T80.36
Journeyman-Structural	W52.12 B30.24 T82.36

**Craft: Ironworker**

**APPRENTICE RATE SCHEDULE**

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	60%	75%	85%							

**Ratio of Apprentices to Journeymen - \***

\* On all work EXCEPT Ornamental Iron and Bridge Cable Spinning Work 1:4; On Ornamental Iron and Bridge Cable Spinning Work 1:1.

**Craft: Ironworker**

**COMMENTS/NOTES**

Note: For work on hazardous waste sites, workers shall receive an additional \$3.00 per hour.

The regular workday shall consist of 8 hours between 7:00 AM and 5:00 PM.

**SHIFT DIFFERENTIALS:**

- Second shift shall receive an additional 10% per hour.
- Third shift shall receive an additional 15% per hour.

**OVERTIME:**

- Time and one-half the wage rate for hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and for all hours on Saturdays. Double the wage rate for all hours on Sundays and holidays.
- Employees may work four 10-hour days, Monday to Thursday, at straight time. Friday may be used as a make-up day

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

for a day lost to inclement weather. If Friday is not a make-up day, all hours worked on Friday shall be paid at time and one-half the wage rate.

- Benefits on overtime hours shall be paid at the following rates:

When wages are time and one-half, benefits = \$34.36.

When wages are double, benefits = \$38.48.

RECOGNIZED HOLIDAYS: New Year's Eve, New Year's Day, Memorial Day, July 4th, Labor Day, General and Presidential Election Day, Thanksgiving Day, Christmas Eve, Christmas Day. Saturday holidays observed the preceding Friday. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**PREVAILING WAGE RATE**

	08/01/18
Journeyman (Handler)	W31.48 B22.31 T53.79

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	18.89	22.04	25.18	28.33						
Benefit	20.66	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

**Craft: Laborer - Asbestos & Hazardous Waste Removal**

**COMMENTS/NOTES**

NOTE: These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Laborer - Building**

**PREVAILING WAGE RATE**

	05/15/18
Class A Journeyman	W33.45 B29.12 T62.57
Class B Journeyman	W32.95 B29.12 T62.07
Class C Journeyman	W28.01 B29.12 T57.13
Foreman	W37.63 B29.12 T66.75
General Foreman	W41.81 B29.12 T70.93

**Craft: Laborer - Building**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	60%	70%	80%	90%						
6 Months										
Benefit	25.87	25.87	25.87	25.87						

**Ratio of Apprentices to Journeymen - \***

\* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

**Craft: Laborer - Building**

**COMMENTS/NOTES**

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzle men on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%.
- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 10%, and the third shift shall receive the regular rate plus an additional 15%.

**OVERTIME:**

- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. All hours on Sundays and holidays shall be paid at double the regular rate.

- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.

- Benefits on ALL overtime hours shall be paid at time and one-half.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Laborer - Heavy & General**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Laborer - Heavy & General**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	20.28	for	all	intervals						

**Ratio of Apprentices to Journeymen - \***

\* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

**Craft: Laborer - Heavy & General**

**COMMENTS/NOTES**

As of 3-1-19, benefits shall be \$21.03.  
As of 3-1-20, benefits shall be \$21.78.

Heavy & General Laborer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Laborer-Residential and Modular Construction**

**PREVAILING WAGE RATE**

	04/26/18
* Skilled Tradesman (only applies to Modular Construction)	W25.85 B5.45 T31.30
Foreman (person directing crew, regardless of his skill classification)	W29.85 B5.45 T35.30
Laborer	W21.85 B5.45 T27.30
Laborer (for single family and stand-alone duplex owned by single owner)	W16.35 B2.95 T19.30

**Craft: Laborer-Residential and Modular Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	As shown	800 hours	600 hours	600 hours						
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

**Craft: Laborer-Residential and Modular Construction**

**COMMENTS/NOTES**

\* SKILLED TRADESMAN- any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors, including basement levels. Please note the construction must be residential in nature for ALL FLOORS at an elevation of no more than FOUR (4) FLOORS, INCLUDING BASEMENT. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be residential in nature for ALL STORIES at an elevation of no more than FOUR (4) STORIES. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS,

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

**OVERTIME:**

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOILDAYS:**

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Millwright**

**PREVAILING WAGE RATE**

	11/01/18
Foreman	W57.03 B33.67 T90.70
Journeyman	W49.59 B29.36 T78.95

**Craft: Millwright**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%
Benefits	58% of	Appren	tice	Wage	Rate	for all	intervals	+ \$.60		

**Ratio of Apprentices to Journeymen - 1:3**

**Craft: Millwright**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**

- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Millwrights on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

**SHIFT DIFFERENTIALS:**

- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

**OVERTIME:**

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Operating Engineer                      PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

**Ratio of Apprentices to Journeymen - \***

\* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

**Craft: Operating Engineer                      COMMENTS/NOTES**

Operating Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Operating Engineer - Field Engineer**

**PREVAILING WAGE RATE**

Rates are located in the  
"Statewide" rate package

**Craft: Operating Engineer - Field Engineer**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

**Ratio of Apprentices to Journeymen - \***

\* No more than 1 Field Engineer Apprentice per Survey Crew.

**Craft: Operating Engineer - Field Engineer**

**COMMENTS/NOTES**

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Painter - Bridges**

**PREVAILING WAGE RATE**

	05/04/17
Foreman	W59.13 B27.67 T86.80
General Foreman	W61.13 B27.67 T88.80
Journeyman	W54.13 B27.67 T81.80

**Craft: Painter - Bridges**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	50%			60%	70%		80%	90%	
6 Months										
Benefits	Intervals	1 to 2 =	8.88	Intervals	3 to 4 =	10.81	Intervals	5 to 6 =	13.48	

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Painter - Bridges**

**COMMENTS/NOTES**

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

	12/01/17
Apprentice (1st year)	W25.45 B11.00 T36.45
Apprentice (2nd year)	W29.45 B18.00 T47.45
Foreman (Charge Person)	W37.60 B18.17 T55.77
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W33.33 B18.17 T51.50
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W37.10 B18.17 T55.27

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Painter - New Construction**

**PREVAILING WAGE RATE**

	05/17/18	05/01/19	05/01/20
Foreman	W43.80 B24.35 T68.15	W45.45 B24.35 T69.80	W47.45 B24.35 T71.80
General Foreman	W47.78 B24.67 T72.45	W49.43 B24.67 T74.10	W51.43 B24.67 T76.10
Journeyman	W39.82 B24.04 T63.86	W41.47 B24.04 T65.51	W43.47 B24.04 T67.51

**Craft: Painter - New Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	40%	45%	55%	65%	70%	75%	80%	80%		
6 Months										
Benefits	8.05	8.05	10.05	10.05	11.05	11.05	14.05	14.05		

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Painter - New Construction**

**COMMENTS/NOTES**

Spraying, sandblasting, lead abatement, work on tanks or stacks, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Painter - Repainting**

**PREVAILING WAGE RATE**

	05/17/18	05/01/19	05/01/20
Foreman	W32.27 B19.91 T52.18	W33.07 B19.95 T53.02	W33.92 B19.95 T53.87
General Foreman	W35.20 B20.06 T55.26	W36.00 B20.10 T56.10	W36.85 B20.10 T56.95
Journeyman	W29.34 B19.77 T49.11	W30.14 B19.77 T49.91	W30.99 B19.77 T50.76

**Craft: Painter - Repainting**

**APPRENTICE RATE SCHEDULE**

<b>INTERVAL</b>	<b>PERIOD AND RATES</b>									
	SEE	PAINTER	NEW	CONSTR	TION					
				UC						

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Painter - Repainting**

**COMMENTS/NOTES**

NOTE: These rates may only be used on jobs where no major alterations (only doing painting and carpeting with nothing else being changed in the office or on the project) occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tank, or generating stations.

Spraying, sandblasting, lead abatement, work on tanks or stacks, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

**OVERTIME:**

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION

County - MERCER

Craft: Painter- Containment

PREVAILING WAGE RATE

	05/04/17
Journeyman	W35.18 B24.75 T59.93

Craft: Painter- Containment

COMMENTS/NOTES

NOTE: These rates shall require no painting, but used in a supporting capacity only, such as wrapping, boxing, fencing, etc. on tanks.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate..

- Four 10-hour days may be worked, at straight time, Monday through Friday.

RECOGNIZED HOLIDAYS: New Year's Day President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Painter-Elevated Water Tanks**

**PREVAILING WAGE RATE**

	05/04/17
Foreman	W48.92 B24.92 T73.84
General Foreman	W50.92 B24.92 T75.84
Journeyman	W43.92 B24.92 T68.84

**Craft: Painter-Elevated Water Tanks**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

**Craft: Painter-Elevated Water Tanks**

**COMMENTS/NOTES**

These rates apply to: All new and repaint elevated water tanks (interior and exterior).

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Painter-Structural Steel**

**PREVAILING WAGE RATE**

	05/04/17
Foreman	W47.87 B25.27 T73.14
General Foreman	W49.87 B25.27 T75.14
Journeyman	W42.87 B25.27 T68.14

**Craft: Painter-Structural Steel**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	SEE	PAINTER	BRIDGES							

**Craft: Painter-Structural Steel**

**COMMENTS/NOTES**

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, etc. and on open steel, whether new or repaint. All new work (excluding traditional commercial painting work) in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Paperhanger - New Construction**

**PREVAILING WAGE RATE**

	05/17/18	05/01/19	05/01/20
Foreman	W45.82 B24.11 T69.93	W46.75 B24.11 T70.86	W47.68 B24.11 T71.79
Journeyman	W40.75 B24.11 T64.86	W41.68 B24.11 T65.79	W42.61 B24.11 T66.72

**Craft: Paperhanger - New Construction**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES										
	SEE	PAINTER	NEW	CONSTR	UC	TION					

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Paperhanger - New Construction**

**COMMENTS/NOTES**

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**

- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.

**OVERTIME:**

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

- Four 10-hour days may be worked, at straight time, Monday through Friday.

**RECOGNIZED HOLIDAYS:** New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Paperhanger - Renovation**

**PREVAILING WAGE RATE**

	05/17/18	05/01/19	05/01/20
Foreman	W33.11 B19.81 T52.92	W34.13 B19.81 T53.94	W35.15 B19.81 T54.96
Journeyman	W30.10 B19.81 T49.91	W31.03 B19.81 T50.84	W31.96 B19.81 T51.77

**Craft: Paperhanger - Renovation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
		SEE	PAINTER	NEW	CONSTR	TION				
					UC					

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Paperhanger - Renovation**

**COMMENTS/NOTES**

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tanks, or generating stations.

**FOREMEN REQUIREMENTS:**

- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

**OVERTIME:**

- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.

- Four 10-hour days may be worked, at straight time, Monday through Sunday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Pipefitter**

**PREVAILING WAGE RATE**

**Craft: Pipefitter**

**COMMENTS/NOTES**

\*\*\*See PLUMBERS Rates\*\*\*

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Plasterer**

**PREVAILING WAGE RATE**

See "Cement Mason" Rates

**Craft: Plasterer**

**COMMENTS/NOTES**

\*\*\*See CEMENT MASON Rates\*\*\*

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Plumber                      PREVAILING WAGE RATE**

	07/01/18	07/01/19
Assistant General Foreman	W53.13 B38.88 T92.01	W0.00 B0.00 T94.13
Foreman	W52.64 B38.88 T91.52	W0.00 B0.00 T93.65
General Foreman	W55.56 B38.88 T94.44	W0.00 B0.00 T96.53
Journeyman	W48.74 B38.88 T87.62	W0.00 B0.00 T89.82

**Craft: Plumber                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
	35%	45%	55%	65%	75%					
Yearly										
Benefits	23.76	25.87	27.98	30.09	32.20					

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Plumber                      COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE AS OF 7-1-18:

INTERVAL	PERIOD AND RATES				
Yearly	35%	45%	55%	65%	75%
Benefits	24.25	26.49	28.76	31.00	33.26

The regular workday shall consist of 8 hours between 6:00 AM and 4:30 PM.

FOREMAN REQUIREMENTS (number of Plumbers on site):

- (1 to 8)- 1 Foreman
- (9 to 16)- 1 Foreman and 1 Assistant General Foreman
- (17 to 40)- 1 Foreman for every (1 to 8 Plumbers) and 1 Assistant General Foreman every (1 to 5 gangs). One note, a "gang" is a group of 8 men.
- (41 and more)- 1 Foreman for every (1 to 8 Plumbers), 1 Assistant General Foreman every (1 to 5 gangs) and 1 General Foreman. One note, for every additional Assistant General Foreman over five designated, the General Foreman shall receive an additional 10 cents per hour.

SHIFT DIFFERENTIALS:

- The second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

plus 30%, inclusive of benefits.

- A second shift may be established without a first shift, provided the second shift starts at 1:00 PM or later.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and the first 10 hours on Saturdays, shall be paid at time and one-half, inclusive of benefits. Hours in excess of 10 on Saturdays, and all hours on Sundays and holidays, shall be paid at double time, inclusive of benefits.

- Four 10-hour days may be worked, Mon to Thurs, at straight time, with Friday used as a make-up day for a day lost due to inclement weather. If Fri. is not a make-up day, the first 10 hours shall be paid at time and one-half, and hours in excess of 10 at double time, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Roofer                      PREVAILING WAGE RATE**

	05/02/18
Foreman (5 workers or less)	W39.15 B31.27 T70.42
Foreman (6 workers or more)	W39.65 B31.27 T70.92
Journeyman	W37.15 B31.27 T68.42

**Craft: Roofer                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	52%	55%	60%	75%						
Benefits	22.29	24.54	31.27	31.27						

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer                      COMMENTS/NOTES**

NOTE: Mopper, Operator of Felt Laying Machine or Slag Dispenser shall receive an additional \$.50 per hour.

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

The regular workday is 8 hours between 5:00 AM and 4:30 PM.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the wage rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Roofer - Shingle, Slate & Tile**

**PREVAILING WAGE RATE**

	05/02/18
Foreman (3 workers or less)	W27.75 B20.37 T48.12
Foreman (4 workers or more)	W28.50 B20.37 T48.87
Helper	W13.75 B20.37 T34.12
Journeyman (shingle work)	W27.50 B20.37 T47.87

**Craft: Roofer - Shingle, Slate & Tile**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%							

**Ratio of Apprentices to Journeymen - \***

\* 1:2, 2:4, 3:6, 4:8, 5:10, 6:12, 7:14

**Craft: Roofer - Shingle, Slate & Tile**

**COMMENTS/NOTES**

NOTE: Above rates are for Shingle work only. Slate and Tile work rates are an additional \$3.00 per hour.

HELPER RATIO: 1 Helper to 1 Journeyman

**FOREMAN REQUIREMENTS:**

- There must be a Foreman on all jobs.
- Foreman rate depends on the number of Roofers on the job, as indicated.

**OVERTIME:**

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the wage rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Sheet Metal Sign Installation**

**PREVAILING WAGE RATE**

	08/15/18
Foreman	W28.48 B22.81 T51.29
Journeyman	W26.48 B22.81 T49.29

**Craft: Sheet Metal Sign Installation**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
1000 Hours	40%	45%	50%	55%	60%	65%	70%	75%	80%	90%
Benefits	22.32	22.36	22.40	22.44	22.48	22.52	22.56	22.60	22.64	22.72

**Ratio of Apprentices to Journeymen - 1:2**

**Craft: Sheet Metal Sign Installation**

**COMMENTS/NOTES**

**HAZARDOUS DUTY:**

Sign Installers working from a bosun's chair or outside swinging scaffold at a height of 60 feet or more: + \$5.00 per hour.

**FOREMAN REQUIREMENTS:**

When there are 3 or more Sign Installers on a job, one must be designated a Foreman.

The regular workday shall be 8 hours, between 8:00 AM and 5:00 PM.

**OVERTIME:**

Hours in excess of 8 per day, or outside the regular workday, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at time and one-half the regular rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays will be observed the preceding Friday, Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Sheet Metal Worker**                              **PREVAILING WAGE RATE**

	06/29/18	06/01/19	06/01/20
Foreman	W51.11 B40.19 T91.30	W0.00 B0.00 T94.05	W0.00 B0.00 T97.55
Journeyman	W48.11 B40.19 T88.30	W0.00 B0.00 T91.05	W0.00 B0.00 T94.55

**Craft: Sheet Metal Worker**                              **APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
6 months	40%	45%	50%	55%	60%	65%	70%	75%		
Benefits	13.65	15.19	16.75	18.29	19.83	27.01	29.00	30.97		

Ratio of Apprentices to Journeymen- 1:3, except for the following types of work where the ratio shall be 1:1 (architectural metal work, testing and balancing, lockers, shelving and toilet partitions).\*

\* For work performed in a fabrication shop, the ratio will be applied on a "company-wide" basis (i.e. the total number of apprentices and journeymen employed by the company).

**Craft: Sheet Metal Worker**                              **COMMENTS/NOTES**

**JOB SITE FOREMAN REQUIREMENTS:**

- When there are 2 to 9 Sheet Metal Workers on a jobsite, 1 must be designated a Foreman.
- When there are 10 to 16 Sheet Metal Workers on a job site, 2 must be designated Foremen.
- When there are 17 to 23 Sheet Metal Workers on a job site, 3 must be designated Foremen.
- For every 7 additional Sheet Metal Workers on a job site, there shall be 1 additional Foreman.

**SHOP FOREMAN REQUIREMENTS (For custom fabrication):**

- When there are 1 to 10 Sheet Metal Workers in the shop, 1 must be designated a Foreman.
- For every 10 additional Sheet Metal Workers in the shop, 1 must be designated a Foreman.

The regular workday consists of 8 hours, between 6:00 AM and 4:30 PM.

**SHIFT DIFFERENTIALS:**

- Shift work must run for a minimum of 5 consecutive workdays.
- There must be a day shift worked in order to have a 2nd and/or 3rd Shift.
- Shop work does not satisfy shift requirements.
- 2nd Shift (4:30 PM-12:30 AM) shall be paid an additional 15% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7.5 hours of work.
- 3rd Shift (12:30 AM-8:00 AM) shall be paid an additional 25% of the regular rate per hour inclusive of benefits, and receive 8 hours pay for 7 hours of work.

**OVERTIME:**

Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

hours on Saturday, shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holidays will be observed the preceding Friday, Sunday holidays will be observed the following Monday.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Tile Finisher-Marble                      PREVAILING WAGE RATE**

	01/01/19
Finisher	W47.07 B34.58 T81.65

**Craft: Tile Finisher-Marble                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Tile Finisher-Marble                      COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Tile Setter - Ceramic                      PREVAILING WAGE RATE**

	12/03/18
Finisher	W45.08 B30.27 T75.35
Setter	W58.37 B33.69 T92.06

**Craft: Tile Setter - Ceramic                      APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Tile Setter - Ceramic                      COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.



**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Tile Setter - Marble**

**PREVAILING WAGE RATE**

	01/01/19
Tile Setter	W59.03 B36.82 T95.85

**Craft: Tile Setter - Marble**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%

**Ratio of Apprentices to Journeymen - 1:4**

**Craft: Tile Setter - Marble**

**COMMENTS/NOTES**

**OVERTIME:**

Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Tile Setter - Mosaic & Terrazzo**

**PREVAILING WAGE RATE**

	01/01/19
Grinder or Assistant	W54.24 B36.03 T90.27
Mechanic	W55.84 B36.05 T91.89
Terrazzo Resinous Worker	W46.57 B29.20 T75.77

**Craft: Tile Setter - Mosaic & Terrazzo**

**APPRENTICE RATE SCHEDULE**

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	60%	65%	70%	75%	85%	95%	100%	

**Ratio of Apprentices to Journeymen - 1:5**

**Craft: Tile Setter - Mosaic & Terrazzo**

**COMMENTS/NOTES**

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 7-1-17:

INTERVAL	PERIOD AND RATES							
1500 Hours	35%	45%	60%	70%	80%	90%	100%	

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

**OVERTIME:**

- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

**Craft: Truck Driver**

**PREVAILING WAGE RATE**

	11/01/18
Bucket, Utility, Pick-up, Fuel Delivery trucks	W40.95 B32.38 T73.33
Dump truck (single axle), Asphalt Distributor, Tack Spreader	W40.95 B32.38 T73.33
Euclid-type vehicles (large off-road equipment)	W41.10 B32.38 T73.48
Helper on Asphalt Distributor truck	W40.95 B32.38 T73.33
Slurry Seal, Seeding/Fertilizing/Mulchi ng truck	W40.95 B32.38 T73.33
Straight 3-axle trucks, Dump Truck (3-axle), Dump Truck (tandem)	W41.00 B32.38 T73.38
Tractor-Trailer truck (all types)	W41.10 B32.38 T73.48
Vacuum or Vac-All truck (entire unit)	W40.95 B32.38 T73.33
Winch Trailer Driver	W41.20 B32.38 T73.58

**Craft: Truck Driver**

**COMMENTS/NOTES**

Foreman: + \$.75 cents per hour. Overtime rate shall be increased accordingly.

**HAZARDOUS WASTE REMOVAL WORK:**

- On a hazardous waste site requiring Level A, B, or C personal protection for any worker: + \$3.00 per hour.
- On a hazardous waste site not designated Level A, B, or C: + \$1.00 per hour.

The regular workday consists of 8 hours starting between 6:00 AM and 8:00 AM.

**SHIFT DIFFERENTIAL:**

Any shift starting at a time other than 6:00 AM or 8:00 AM shall receive an additional \$2.50 per hour.

**BLENDED RATE:**

- When a truck driver is performing work on site and also serving as a material delivery driver, the driver shall be paid a

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

**County - MERCER**

"blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

**OVERTIME:**

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Benefits on overtime shall be \$37.33. As of 11-1-18, benefits on overtime shall be \$37.93.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Christmas Day. Veteran's Day may be substituted for the day after Thanksgiving. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Truck Driver-Material Delivery Driver**

**PREVAILING WAGE RATE**

	11/01/18
Driver	W33.01 B32.38 T65.39
New Hires: 1st Year	W33.01 B32.38 T65.39

**Craft: Truck Driver-Material Delivery Driver**

**COMMENTS/NOTES**

NOTE: These rates may only be used for the delivery of materials to the jobsite.

OVERTIME: Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on

Sundays and holidays shall be paid at double the hourly rate. Benefits on overtime shall be \$37.33, As of 11-1-18, benefits on overtime shall be \$37.93.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans's Day,

Thanksgiving Day, Christmas Day. Veteran's Day may be substituted for the day after Thanksgiving. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION**

County - MERCER

**Craft: Welder                      PREVAILING WAGE RATE**

Welder

**Craft: Welder                      COMMENTS/NOTES**

Welders rate is the same as the craft to which the welding is incidental .



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

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

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

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

The Ewing Public Schools Board of Education  
2099 Pennington Road  
Ewing, NJ 08618

and the Contractor:  
*(Name, legal status, address and other information)*

for the following Project:  
*(Name, location and detailed description)*

The Architect:  
*(Name, legal status, address and other information)*

Fraytak Veisz Hopkins Duthie, P.C.  
1515 Lower Ferry Road  
Trenton, NJ 08618

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor will not be compensated for labor or materials outside the scope of Work that is not properly authorized.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner/Architect.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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**§ 3.3 Substantial and Final Completion (Milestone Dates)**



§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: as shown in specification section 01800

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
ADD MILESTONE DATES IF APPLICABLE	ADD DATE IF APPLICABLE

§ 3.3.3 Final completion of the entire Work shall be no later than thirty (30) consecutive calendar days after achievement of Substantial Completion of the Work, unless the parties agree, in writing, on a different date or as otherwise set forth in the Contract Documents.

§ 3.3.4 If the Contractor fails to achieve Substantial or Final Completion of the entire Work or Substantial Completion in accordance with the milestone dates for a portion of the Work, or has missed milestone dates as otherwise provided in the Contract Documents, as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

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

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:  
*(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

Init.

Liquidated damages to be assessed in accordance with Specification Section 01800 - Time of Completion and liquidated Damages.

**§ 4.5.1** by submission of the bid proposal and execution of the Contract, the Contractor agrees that the Milestone Dates set forth in Article 3 of the Agreement and/or as otherwise set forth in the Contract Documents are reasonable, taking into consideration the average climatic range, labor availability and material delivery time experience in the Contractor's industry. The amount of Liquidated Damages to be assessed for any missed contract milestone date, and as set forth in Section 01800 of the Contract Documents, is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete the Work within the time stipulated, it being recognized by Owner and Contractor that the damages suffered by Owner which could result from a failure of the Contractor to complete the Work on schedule is uncertain and cannot be calculated with any degree of mathematical certainty. In no way shall costs of Liquidated Damages be construed as a penalty to the Contractor. Nothing in this paragraph shall limit the right of the Owner to complete the Work following the Contractor's breach of contract.

**§ 4.6** Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

**§ 5.1.3** The Contractor shall submit a Request for Payment in the form of a Pencil Requisition to the Architect on the first (1<sup>st</sup>) day of any given calendar month for Work performed during the prior month. Within seven (7) calendar days of receipt of the Pencil Requisition from the Contractor, the Architect shall return same to the Contractor with those changes that are approved or disapproved, if any, by the Architect for Contractor's incorporation into an Application for Payment. Within two (2) calendar days of return of the Pencil Requisition to the Contractor, the Contractor shall submit a formal Application for Payment to the Architect for review and approval by the Architect incorporating any revisions made by the Architect in the Pencil Requisition. Within five (5) calendar days of receipt of the Application for Payment, the Architect shall do the following:

1. Certify the entire Application for Payment
2. Certify partial payment and provide the Contractor with reasons for withholding the remaining portion of payment; or
3. Withhold certification of the entire Application for Payment and provide the Contractor with reasons for withholding the entire payment.

Once an Application for Payment is approved by the Architect in whole or in part, the Owner shall make payment to the Contractor for the Certified Payment Amount by no later than thirty (30) days following the approval of the Application for Payment by the Board of Education. Approval of any Application for Payment may be withheld should the Contractor fail to submit Manning Reports in a timely manner.

**§ 5.1.3.1** The form for Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA document G703 Continuation Sheets, unless another form of application is approved in advance by the Architect. Each Application for Payment must be accompanied by three (3) sets of Certified Payroll Records for the period covered by the Application. The payroll records shall indicate the

proper classification of employees and the payment of overtime, if any. These records shall include each Contractor's and subcontractor's certified payroll. Payment will not be authorized if the required payroll records have not been submitted.

§ 5.1.3.2 Pursuant to *N.J.S.A. 2A:30A-1, et seq.* (Prompt Payment Act"), the Owner is not required to approve payment to the Contractor until the next scheduled public meeting of the Board of Education following the Owner's receipt of the Architect's Certificate for Payment. In accordance with the Prompt Payment Act, the Owner shall make payment to the Contractor for the payment amount following its approval of the payment.  
*(Paragraph Deleted)*

§ 5.1.3.3 Disputes regarding whether a party has failed to make payments required by the Prompt Payment Act may be submitted to a process of alternative dispute resolution, notwithstanding anything to the contrary in the Contract Documents. Alternative dispute resolution permitted under the Prompt Payment Act shall apply to disputes over payment only and shall not apply to disputes concerning any other matters that may arise under or from this Contract.

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

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

§ 5.1.6 **The Architect may decide to disapprove an Application for Payment, or withhold payment, in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Architect's opinion, the representations as described in Section 5.1.6.1 below cannot be made to the Owner. If the Architect withholds a Certificate for Payment, the Architect will notify the Contractor and Owner as provided in this Article 5. The Architect may also decide to withhold certifying payment in whole or in part, or, because of subsequently discovered evidence or subsequent observations, to such extent as may be necessary to protect the Owner from loss because of:**

1. Defective Work which has not been remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
3. Failure of the Contractor to make payments properly to vendors, subcontractors or for labor, materials and equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum;
5. Damage to the Owner or another contractor;
6. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
7. Failure to carry out the Work in accordance with the Contract Documents;
8. Avoidable delay in the progress of the Work;
9. Deliberate delay in the submission for approval of names of Subcontractors, material men, sources of supply, shop drawings and samples;
10. Failure to maintain the Project Site in a safe and satisfactory condition in accordance with good construction practices as recommended by the Construction Manager and determined by the Architect after consultation with the Contractor; and
11. Failure to submit updates as requested by the District or as required by the General Conditions, attached hereto.

**When the foregoing reasons for withholding payment are resolved, certification will be made for amounts previously withheld in the manner set forth in Section 5.1.3 above.**

§ 5.1.6.1 The issuance of a separate Certificate for Payment will constitute representations made separately by the Architect to the Owner, based on its individual observations at the Site and the data comprising the Application for Payment submitted by the Contractor, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a separate Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a separate Certificate for Payment will not be a representation that the Architect has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, as modified; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

2% of the amount due on each partial payment shall be withheld by the board of education when the outstanding balance of the contract exceeds \$500,000, and 5% of the amount due on each partial payment shall be withheld when the outstanding balance of the contract is \$500,000 or less.

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

None

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

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*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

No reduction.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Final Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

--

*(Paragraph Deleted)*

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

## § 5.2 Final Payment

§ 5.2.1 Final Payment, as described in Section 9.10 of modified AIA Document A201-2007, constituting payment of the entire unpaid balance of the Contract Sum, including retainage, shall be made by the Owner to the Contractor when

- the following conditions and the conditions set forth in the above referenced contract documents have been met: (1) the Contract has been fully performed by the Contractor and all Work has been duly accepted by the Owner, except for the Contractor's responsibility to correct Work as provided in Section 12.2 of modified AIA Document A201-2007, and to satisfy other requirements, if any, which necessarily survive final payment;
- (2) an unconditional Certificate of Occupancy has been issued by the appropriate local official; (3) the Contractor has completed all punch list items to the satisfaction of the Owner; (4) the Contractor has transmitted all Close-Out documents including As-Built Drawings, Warranties and Maintenance Bonds to the Architect, with copies to the Owner, and the Owner has deemed them acceptable; (5) training sessions, if any, are completed; (6) all non-conforming Work known at the time of submission of the Final Payment Application has been corrected; and (7) the Architect certifies the Final Payment Application.

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

In accordance with the Prompt Payment Act.

## § 5.3 Release of Liens

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

## § 5.4 Receipted Bills for Materials, Etc.

It is hereby understood and agreed that no payments after the first payment shall be made by the Owner to any contractor for materials delivered and accepted during any month covered by this contract or any work done or labor furnished during the same period, unless and until receipts and any and all other vouchers showing payment by the Contractor for materials and labor, including payments to subcontractors from the preceding payment to Contractor on the same basis set forth in the Certificate for Payment, having been filed with the Owner and annexed to the

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Certificate covering said payment applied for; anything to the contrary in any of the Contract Documents referred to herein notwithstanding. It is further agreed and understood that the General Contractor will require all subcontractors within thirty (30) days after any payment is made to subcontractors to submit sufficient proof of payment, covering both labor and material men so that the Contractor is satisfied that no stop notices can be filed against him for any money due the subcontractor or their labor or material men.

**§ 5.5 Interest**

*(Paragraph Deleted)*

Payments due and unpaid under the Contract shall

in no instance bear interest, except as required by law pursuant to the Prompt Payment Act.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of modified AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a NJ Court of Law
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of modified AIA Document A201–2017.

*(Paragraphs Deleted)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of modified AIA Document A201–2017.

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**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of modified AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
*(Name, address, email address, and other information)*

§ 8.3 The Contractor’s representative:  
*(Name, address, email address, and other information)*

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Exhibit A to this AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in Exhibit A to this AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.5.3 If this Agreement does not include Exhibit A, Insurance and Bonds, the Owner and the Contractor shall purchase and maintain insurance at the levels and requirements specified in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of modified AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7 Other provisions:**

8.7.1 A condition of this Agreement is that the Contractor will comply with all applicable governmental laws and regulations including, but without limitation, those set forth in Section 00860 of the Specifications, which are hereby incorporated by reference as if set forth herein at length.

§ 8.7.2 Affirmative Action: The Contractor shall comply with the New Jersey Law Against Discrimination, *N.J.S.A. 10:5-1, et seq.*, and all provisions regarding equal employment opportunity, *N.J.S.A. 10:5-31, et seq.* and *N.J.A.C. 17:27-1.1*. The Owner and the Contractor guaranty to afford equal opportunity in the performance of this Contract

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in accordance with an affirmative action program approved by the State Treasurer. The Contractor shall also comply with the anti-discrimination provisions of *N.J.S.A. 10:2-1, et seq.* set forth in the modified AIA Document A2011-2017.

**§8.7.3** To perform the services provided for herein, the Contractor and its prime subcontractors shall be appropriately classified by the New Jersey Department of Treasury, Division of Property, Management and Construction. The failure to obtain or maintain such classification(s) shall result in the immediate termination of this Agreement.

**§8.7.4** *The Contractor represents that, to the best of its knowledge, information and belief, none of its employees is engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Act, N.J.S.A. 18A:12-21, et seq., and N.J.A.C. 6A:28-1.1, et seq.*

**§ 8.7.5** *N.J.S.A. 52:32-44* imposes the following requirements on the Contractor and all subcontractors that knowingly provide goods or perform services for the Contractor under this Agreement:

**§ 8.7.5.1** No contract with a subcontractor shall be entered into until the subcontractor provides a copy of a valid Business Registration Certificate to the Contractor. The Contractor shall provide copies of its current Business Registration Certificate for each subcontractor immediately upon entering into each subcontract. The requirement of proof of business registration extends down through all levels (tiers) of the project.

**§ 8.7.5.2** The Contractor shall maintain and submit a current, updated list of subcontractors and their current Business Registration Certificate as a continuing obligation under this Contract. Before final payment on the Contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the Contract, or shall attest that no subcontractors were used.

**§ 8.7.5.3** For the term of the Agreement, the Contractor, any subcontractor and each of their affiliates, so designated pursuant to *N.J.S.A. 52:32-44(g)(3)*, shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due pursuant to the Sales and Use Tax Act, *N.J.S.A. 52:32B-1, et seq.*, on all of their sales of tangible personal property delivered into the State of New Jersey, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

**§8.7.6** The Contractor and Subcontractor, as applicable, shall comply with the New Jersey Prevailing Wage Act, *N.J.S.A. 34:11-56.25 et seq.* The Owner shall not hire any Contractor or Subcontractor to perform any work for the Owner who is listed or is on record in the Office of the Commissioner of the New Jersey Department of Labor and Workforce Development, as having failed to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Contractor must be registered with the New Jersey Department of Labor and Workforce Development in accordance with *N.J.S.A. 34:11-56.48 et seq.* In the event the Contractor or a subcontractor is not registered, the Board reserves the right to terminate this contract and cause the work to be completed by another contractor.

**§8.7.7** Where in the course of the Work, the Contractor believes that conflicts exist between the Drawings and Specifications, the Architect will interpret the intent thereof. It is expressly stipulated that neither the Drawings nor the Specification shall take precedence over the other.

**§8.7.8** **This Agreement and the General Conditions of the Contract as modified or supplemented (modified AIA Document A201-2007), shall control in the case of conflict between these documents and the Project Specifications or any other exhibits incorporated by reference into this Agreement in Article 9 herein.**

**§ 8.7.9** Waiver –No action or failure to act by the Owner shall constitute a waiver of any right it may have under the terms of this Contract.

**§ 8.7.10** The Contractor is subject to the warranty provisions at Sections 3.5.1, 3.5.2, 3.5.3 and 3.5.4, as well as the indemnification provisions at Section 3.19 of the modified AIA document A201-2007 for this Project, and said provisions are incorporated into this Agreement and made a part hereof as if fully set forth at length herein.



§ 8.7.11 Pursuant to *N.J.A.C. 17:44-2.2*, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 Modified AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Modified AIA Document A101™–2017, Exhibit A, Insurance and Bonds (if attached)
- .3 Modified AIA Document A201™–2017, General Conditions of the Contract for Construction

*(Paragraphs Deleted)*

**.5 Drawings**

Number	Title	Date
--------	-------	------

**.6 Specifications**

Section	Title	Date	Pages
---------	-------	------	-------

**.7 Addenda, if any:**

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

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or*

*proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

1. Equal Employment Opportunity and Americans with Disabilities Act Mandatory Language
  1. Board Resolution of Award
  2. Notice and Instructions to Bidders
  3. The Contractor's bid documents submitted for the bid opening, including any post-bid documentation submitted by the Contractor
  4. Sample forms and other information furnished by the Owner in anticipation of receiving bids
  5. New Jersey Department of Labor and Workforce Development Prevailing Wage Rate Determination.

This Agreement entered into as of the day and year first written above.

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

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

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

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

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017 Exhibit A

## **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

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

**THE OWNER:**  
(Name, legal status and address)

Ewing Township Public Schools  
2099 Pennington Road, Ewing, NJ 08618

**THE CONTRACTOR:**  
(Name, legal status and address)

### **TABLE OF ARTICLES**

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

#### **ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction.

#### **ARTICLE A.2 OWNER'S INSURANCE**

##### **§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### **§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### **ADDITIONS AND DELETIONS:**

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

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

This document is intended to be used in conjunction with AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>™</sup>–2017 contains additional insurance provisions.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
----------------	-----------

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
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**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

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*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach,

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including costs of investigating a potential or actual breach of confidential or private information.  
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] § A.2.5.2 Other Insurance  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### § A.3.2 Contractor's Required Insurance Coverage

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### § A.3.2.2 Commercial General Liability

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million dollars (\$ 2,000,000.00 ) each occurrence, two million dollars (\$ 2,000,000.00 ) general aggregate, and two million dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including Blanket Contractual Liability, Products Liability, Completed Operations and all Broad Form Comprehensive General Liability enhancements including:

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

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User Notes:

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- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- .6 the policy shall name the School District, Architect, Construction Manager and their Consultants, Agents and Employees as additional insured.
- .7 Contractor's insurance to be primary.
- .8 30 day notice of intent to cancel, non-renew, or make material change in coverage.
- .9 Executed Indemnity and Hold Harmless Agreement.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

- .1 30 day notice of intent to cancel, non-renew, or make material change in coverage.

§ A.3.2.6 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000.00 ) each accident, five hundred thousand dollars (\$ 500,000.00 ) each employee, and five hundred thousand dollars (\$ 500,000.00 ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.



§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.3.2.6 Other Insurance  
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

**Builders Risk Insurance/Installation Floater:**  
"All Risk" Coverage for property which is being purchased by the contractor for the project whether in transit, temporary storage and before acceptance by the Owner. It being understood that the proceeds of any such insurance for claims shall be used to repair or replace any such property on behalf of the District.

Coverage	Limits

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Amount equal to the Contract Sum
Performance Bond	Amount equal to the Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Indemnity and Hold Harmless Agreement - (**Contractor, if corporation, also responsible individual of corporation signing individually**) agrees to indemnify and hold harmless **Ewing Township Public School District**, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is 1) for personal or bodily injury, illness or death, or for property damage, including loss of use, and 2) caused in whole or in part by (Name of Contractor) negligent act or omission or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether **Ewing Township Public School District** is made a party to the action or claim or is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

**PART 1 - CONTRACT CONDITIONS AND GENERAL REQUIREMENTS**

**SECTION 00700 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION  
AIA DOCUMENT A201 - 2017**

# AIA<sup>®</sup> Document A201<sup>™</sup> – 2017

## General Conditions of the Contract for Construction

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

**THE OWNER:**  
(Name, and address)

The Ewing Public Schools Board of Education  
2099 Pennington Road, Ewing, NJ 08618

**THE ARCHITECT:**  
(Name, and address)

Fraytak Veisz Hopkins Duthie, P.C. Architects-Planners  
1515 Lower Ferry Road, Trenton, NJ 08618

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503<sup>™</sup>, Guide for Supplementary Conditions.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents shall include the Bidding Requirements, including, but not limited to Advertisement or Invitation to Bid, Instructions to Bidders, the Contractor's Bid Proposal Form and other bidding forms, or portions of the Addenda relating to any Bidding Documents. The Contract Documents shall apply to all Prime Contractors for the Project and each Prime Contractor is responsible for the content of all.

#### **§ 1.1.2 The Contract**

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

§ 1.1.2.1 The Contractor acknowledges and warrants that it has closely examined all of the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances and regulations.

#### **§ 1.1.3 The Work**

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

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the Project before submitting a bid. Such site visit shall be for the purpose of familiarizing the Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas.

§ 1.1.3.2 Nothing in these General Conditions shall be interpreted as imposing on either the Owner or Architect, or their respective agents, employees, officers, directors or consultants, any duty, obligation or authority with respect to any items that are not intended to be incorporated into the completed project, including but not limited to shoring, scaffolding, hoists, temporary weatherproofing, or any temporary facility or temporary activity, since these are the sole responsibility of the Contractor.

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

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§ 1.1.5.1 The Drawings are diagrammatical and show the general arrangement and extent of the Work; exact locations and arrangements of parts shall be determined as the Work progresses and shall be subject to the Architect's approval.

- .1 No extra compensation will be allowed due to discrepancies between actual dimensions and those indicated.
- .2 The right is reserved by the Architect to make any reasonable change in location of equipment, ductwork, and piping prior to roughing in without involving additional expense to the Owner.
- .3 Contractor shall coordinate his/her Work within the Work of others, so that interference between mechanical, electrical and other work and the architectural and structural work does not occur.
- .4 Contractor shall furnish and install supports, hangers, offsets, bends, turns, and the like in connection with this Work to avoid interference with work of other Contractors, to conceal Work where required, and to secure necessary clearance and access for operation and maintenance without involving additional expense to the Owner.

### § 1.1.6 The Specifications

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

### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

## § 1.2 Correlation and Intent of the Contract Documents

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

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§ 1.2.1.1 The general character of the detail work is shown on the drawings, but minor modifications may be made in large scale details. Where the word "similar" occurs on the drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.

- .1 Where on any drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to other like portions of the work.
- .2 Where detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work unless otherwise indicated.
- .3 In case of differences between small and large-scale drawings, the larger scale drawings shall take precedence. Dimensions given shall take precedence over scale measurements.

§ 1.2.1.2 During the course of the work, should any ambiguities or discrepancies be found in the Specifications or on the Drawings; or should there be found any discrepancies between the Drawings and Specifications to which the Contractor has failed to call attention before submitting his/her bid, then the Architect will interpret the intent of the Drawings and Specifications; and the Contractor hereby agrees to abide by the Architect's interpretation and to carry out the work in accordance with the decision of the Architect.

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§ 1.2.1.3 It is expressly stipulated that neither the Drawings nor the Specifications shall take precedence over the other, and it is further stipulated that the Architect may interpret or construe the Drawings and Specifications so as to secure in all cases the result most consistent with the needs and requirements of the work. In the event of such ambiguity or discrepancy, the Contractor shall comply with the more stringent requirement, and supply the better quality or greater quantity of work.

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

§ 1.2.2.1 The various materials and products specified in the Specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable.

- .1 A material or product of lesser quality will not be acceptable.
- .2 Where "Basis of Design" products or manufacturer's names are used, whether or not followed by the words "Or Approved Equal", they shall be subject to approved equals and authorized only by the Architect and/or the Owner.

§ 1.2.2.2 Substitutions lowering performance, quality, method of assembly or installation, or in general not in keeping with details and specifications, will not be permitted. Refer to substitution procedure indicated elsewhere in the Contract Documents.

§ 1.2.2.3 It is understood when a bid for any product or material is submitted, the bidder is aware of specified requirements and all materials or products within his/her bid are equal or better than such specified items.

§ 1.2.2.4 In addition to the Specifications, it shall be understood that details on Drawings shall become part of the Specification in determining the required "Standard of Quality".

§ 1.2.2.5 If a conflict occurs between the Drawing details and Specifications, the bidder during the bidding process and/or Contractor shall bring such conflicts to the attention of the Architect in accordance with applicable requirements indicated elsewhere in other sections of the Contract Documents.

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice,



if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

**§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

**§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 OWNER**

**§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in the Contract Documents, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

**§ 2.2 Evidence of the Owner's Financial Arrangements**

**Refer to Section 00800 – Supplementary General Conditions**

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**§ 2.3 Information and Services Required of the Owner**

**Refer to Section 00800 – Supplementary General Conditions**

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§ 2.3.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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#### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The Owner shall in no way be responsible for any delays or claims arising from delays due to enforcement of this section.

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such default or neglect, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located, and shall maintain as current any approvals or certifications that are required to perform the Work. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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

- .1 If the Contractor requires clarification of the intent of the Contract Documents after award, the Contractor shall be responsible to issue a type written Request for Information (RFI) to the Architect utilizing the Architect's sample form via acceptable methods set forth in Section 4.2.4.

- .2 All RFI's shall clearly identify the Architect's project number, the Construction Company name, author's name, date issued, address, phone number(s), facsimile number and the addressee of the communication.
- .3 RFI's shall be sequentially identified and numbered when issued to the Architect with the following prefix for each trade and shall be logged accordingly:
  - S – Structural Work (ex. S1, S2, etc.)
  - P/FP – Plumbing / Fire Protection Work
  - H – Heating, Ventilating, Air Conditioning, Refrigeration Work (HVACR)
  - E – Electrical / Information Technology Work
  - G – General Construction Work
- .4 RFI's involving Structural, Plumbing / Fire Protection, HVACR or Electrical Work shall be addressed and issued to the Architect and simultaneously issued directly to the respective Consulting Engineer.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.2.1 Conditions Precedent – Notice

- .1 Notice of any alleged Conflict that have been reasonably identified prior to submitting a Bid shall be provided to the Architect immediately in order that the Architect in its discretion, may issue an Addendum.
- .2 A Bidder's failure to do so constitutes an absolute waiver of any Conflict that may thereafter be asserted with respect thereto and shall bar any recovery regard such Conflict.
- .3 If any errors, inconsistencies or omissions appear in the drawings, specifications or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained from the Architect during the Bidding Period, the Contractor shall within ten (10) days after written "Notice of Award", notify the Architect in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, the Contractor and its Surety will indemnify the Owner for the costs of any such errors, inconsistencies or omissions and the cost of rectifying same including attorney's fees. Interpretation of this procedure after the ten-day period will be made by the Architect and his/her decision will be final. By Submission of a Bid, the Contractor acknowledges that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and that the Drawings, the Specifications and all Addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, ordinances, building codes and regulations, and otherwise to fulfill all of its obligations under the Contract Documents.
- .4 Contractor acknowledges, except as to any reported error, inconsistencies or omissions, and to concealed or unknown conditions defined in elsewhere, by executing the Agreement, the Contractor represents the following:
  - .1 The Contract Documents are sufficiently complete and detailed for the Contractor to perform the Work and comply with all requirements of the Contract Documents.
  - .2 The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of products by manufacturers are consistent with:
    - .1 good and sound practices within the construction industry;
    - .2 generally prevailing and accepted industry standards applicable to Work;
    - .3 requirements of any warranties applicable to the Work; and
  - .4 all laws, ordinances, regulations, rules, and orders which bear upon the Contractor's performance of the Work.

- .3 The Contractor has read, understands and accepts the Contract Documents and its Bid was made in accordance with them.
- .4 The Contract Sum is based upon the products, materials, systems and equipment required by the Contract Documents without exception. Where the Contract Documents list one or more manufacturer or brand name products, materials, systems and equipment as acceptable, the Contract Sum is, in each instance, based upon one of the listed manufacturers or brand name products, materials, systems and equipment, or, if the Contract Sum is based upon the substitution of an "or equal" manufacturer or product, material, system or equipment, the Contractor has in each such instance sought and received the Architect's approval for the substitution either:
  - .1 prior to the Bid in accordance with the Architect's Addenda;
  - .2 after commencement of the Work, under in conformance with substitution procedures elsewhere in the Contract Documents.
- .5 The Contract Sum is firm and is all inclusive and no escalation is contemplated for any reason whatsoever.
  - .1 The Contract Sum includes any and all costs associated with completion by those dates and times, including any and all costs associated with out-of-sequence work, come-back work, stand-by work, stacking of Trades, coordination with the schedules and work of separate Contractors, allowing sufficient time, work and storage areas, and site access for separate Contractors to timely progress and complete their work, overtime, expediting and acceleration that may be required to complete the work by those dates and times.
  - .2 The Contractor has reviewed the completion dates and times, and Milestone dates set forth in the Contract Documents, agrees that such dates and times are reasonable and commits to achieve them.
- .6 The Contractor shall satisfy itself as to the accuracy of all dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site, all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to verify all such locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If the Contractor performs any construction activity involving an error, inconsistency or omission in the Contract Documents, that the Contractor recognized or reasonably should have recognized without such notice to the Architect, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction of the Work

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor and/or his/her Surety shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner

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and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. .1 At any time within the construction period, the Owner or Architect shall have the right to require the replacement of the Prime Contractor's Project Manager, Superintendent, or Foreman.

.2 The Owner or Architect shall have the authority to direct the Contractor to assign additional supervisory personnel to ensure compliance with the Contract schedule and quality requirements at no addition to the Contract price.

.3 When more than one major phase is being constructed at different locations on the project site, supervision must be assigned to each phase when work of that contract is being performed. When performing construction work to maintain the progress schedule requires extended hours, multiple shifts, and additional work days, adequate supervision shall be required for each Contractor during these times. The competence level and ability of supervisory personnel must be adequate to perform the construction activities involved and shall be in accordance with requirements indicated elsewhere in the Contract Documents.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall lay out his/her own work and be responsible for all lines, elevations and measurements of the building and other work executed by him under the Contract. He/She must exercise proper precaution to verify the figures shown on the Drawings before laying out the work and will be held responsible for any errors resulting from his/her failure to exercise such precaution.

.1 Contractors whose failure to perform his/her Work or whose negligence in performing his/her Work, negatively impacts other Contractors' work shall be responsible for damages incurred by the other Contractors that are necessary to maintain the project schedules, all as is more fully set forth in the further provisions of the Contract Documents including, without limitation, Section 6.2.5 of the General

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#### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 Standard of Quality: The various materials and products specified in the Specifications by name or description are given to establish a standard of quality and of cost for bid purposes.

.1 It is not the intent to limit the Contractor to any one material or product specified, but rather to describe as the minimum standard.

.2 When proprietary names are used as the "Basis of Design", for specified products or equipment, they shall be followed by the words, "or approved equal in quality necessary to meet the specifications", unless otherwise indicated elsewhere in the Contract Documents.

§ 3.4.2.2 The Architect will evaluate alternatives and substitutions and shall be the sole judge of whether the alternatives (substitutions), are acceptable or not.

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- .1 The burden of proving the alternatives (substitutions), are equal or better to the specified product is that of the Contractor.
- .2 Contractor shall submit request for substitution in accordance with substitution procedures indicated elsewhere in the Contract Documents.
- .3 Any alternative names or products which do not meet the Specifications will not be accepted.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor represents that, to the best of its knowledge, information and belief, none of its employees is engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Law, N.J.S.A. 18A:12-21, et seq., and N.J.A.C. 6A:28-1.1.

**§ 3.4.4** The Contractor shall be responsible for labor peace on the Project and shall at all times make its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided elsewhere in the Contract Documents, Contractor shall be liable to Owner for all damages suffered by Owner occurring as a result of work stoppages, slowdowns, disputes or strikes.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Except as otherwise set forth in the Contract Documents, such warranty shall continue for a period of one (1) year from the date of Substantial Completion of the Work. Under this warranty, the Contractor shall remedy at his expense any such failure for the Work to be conforming to the requirement of the Contract, or any other defect appearing in the Work. In addition, the Contractor shall remedy at his own expense, any damage to Owner's owned, controlled, real or personal property, when that damage is the result of the Contractor's failure to provide any conforming Work as it relates to the Contract Documents or any other defect of equipment, material, workmanship or design. The Contractor shall also restore any Work damaged in fulfilling its obligations under the terms of this provision. The Contractor's warranty with respect to the Work repaired or replaced hereunder will run for a period of one (1) year from the date of repair or replacement.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

**§ 3.5.3** The Contractor shall forward guarantee and warranty registration cards to the manufacturers in the name of the Owner showing date of acceptable Substantial Completion of the Work as the beginning date for guarantee and warranty periods.

- .1 All warranties and guarantees shall be in accordance with requirements indicated in applicable Sections of the Contract Documents.

**§ 3.5.4** Should the Contractor fail to remedy any failure, defect or damage described herein within ten (10) working days after receipt of written notice from the Owner, unless extended in writing by the Owner, the Owner shall have the right to replace, repair or otherwise remedy such failure, defect or damage at the Contractor's expense.

**§ 3.5.5** The Contractor agrees that all warranties in the Contract Documents survive acceptance of, delivery of, and payment for, the goods, whether any defect shall be latent or patent, shall warrant and guarantee all materials, equipment and workmanship installed under its contract to be completely in accordance with the Contract Documents. Title to all work, materials and equipment will pass to the Owner free and clear of all liens, claims, security interests or encumbrances.

§ 3.5.6 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

Schools and school projects are exempt from sales tax. Notwithstanding same, the Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received, or negotiations concluded, whether or not yet effective or merely scheduled to go into effect

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

- .1 It shall be the obligation of the Contractor to review the Contract Documents and to determine and to notify the Owner and Architect of any discrepancy between building codes and regulations of which the Contractor has knowledge or should be reasonably able to determine.
- .2 The Contractor shall not violate any zoning, setback or other requirements of applicable laws, codes and ordinances, building codes, rules or regulations. The Contractor shall promptly notify the Architect in writing, and necessary changes shall be accomplished by appropriate

Modification.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect, after authorization by the Owner, will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

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**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- .4 The unused balance of any allowance shall be deducted from the Contract Sum upon completion and acceptance of the Work by Change Order

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

**§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a full-time competent superintendent and necessary assistants, acceptable to the Owner and the Architect, who shall be in attendance at the Project site during performance of the Work and until Final Completion of all Work including all corrective and punch list items. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

**§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

- .1 Within fifteen (15) days after the date of the Notice to Proceed, the Contractor shall submit to the Architect, on forms supplied by the Architect, a Critical Path Method (CPM) with arrow network diagram Progress Schedule upon which shall be indicated the dates for starting and the dates for completion of all contracts and all divisions of the work in a manner which will coincide with the Time for Completion. Contractor's Construction Schedule shall be in accordance with requirements indicated elsewhere in the Contract Documents.
- .2 The Contractor shall cooperate and consult with other Prime Contractors during the construction of this project. The Contractor shall schedule and execute his/her Work so as to avoid delay to other Prime Contractors. The Contractor is financially responsible to the other Prime Contractors for delay caused by him/her to other Prime Contractors on the Project who are intended to and shall be third party beneficiaries of the Contractor's promise herein above stated in accordance with the further provisions of the Contract Documents, including, without limitation, Section 6.2.5 of the General Conditions. If contrary to the foregoing, another Prime Contractor shall assert a claim or file an action directly against the Owner on account of delay for which the Contractor is allegedly responsible, the Contractor and its Surety shall indemnify and Hold Harmless the Owner and Architect for such claims, losses or delays of any kind made by another Prime Contractor;



provided however, that this indemnity obligation is for the sole and exclusive benefit of the Owner and Architect and shall not be applied to the benefit of any Prime Contractor.

- .3 The Contractor shall immediately, after being awarded the contract, prepare and submit to the Architect, a submittal schedule which will be reviewed by the Architect for the orderliness of the submittals by the Contractor. This schedule shall be provided to the Architect for approval by the Architect within fourteen (14) days of receipt of Contract by the Contractor. The schedule shall be coordinated with the Project's Construction Schedule and shall allow the Architect reasonable time to review submittals.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The General Construction Work Contractor (and/or the assigned lead Contractor) shall be the scheduling Coordinator and shall perform all duties and assume all of the responsibilities of the Scheduling Coordinator as set forth in the Contract Documents and shall in addition to the requirements of other sections of the Contract Documents.

- .1 If the General Construction Work Contractor fails to perform its duties as the Scheduling Coordinator adequately or to the Owner's satisfaction, the Owner may, in addition to its other rights and remedies, appoint a substitute Scheduling Coordinator who shall act in the place and with the authority of the original Scheduling Coordinator. In that event, the Owner may, in its sole discretion, choose one of the Separate Prime Contractors or an Independent Consultant as the substitute Scheduling Coordinator. The cost and expense incurred by the Owner to engage such substitute scheduling Coordinator shall be charged to and borne by the General Construction Work Contractor and its Surety.
- .2 The Contractor's failure to cooperate and participate with the Owner and separate Prime Contractors in the development and review of construction schedules as provided in this Section 3.10 shall be a material breach of its obligations, entitling the Owner to exercise all rights and remedies under the Contract Documents and applicable law.
- .1 In no event shall any revision to any construction schedule constitute the basis for an adjustment in the Contract time or the Contract Sum unless such adjustment is agreed to by the Owner, the Architect and achieved by a Change Order.
- .2 Float shall belong to the Project and all "float time" belongs exclusively to the Owner and may be used as the Owner, if in its sole discretion determines.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

### § 3.13 Use of Site

*(Paragraph Deleted)*

§3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Owner before using any portion of the site.

§3.13.3 The Contractor shall store its apparatuses, materials, supplies and equipment in such orderly fashion at the Site of the Work, if permitted, as will not unduly interfere with the progress of the Work or ongoing operations. The Contractor shall provide protective fencing around designated storage areas.

§3.13.4 The Contractor shall see that stockpiles of materials and storage of equipment are kept to a minimum and neatly stored where directed by the Owners or the Architect.

§3.13.5 If the Work is to be executed in areas occupied by the Owner, the Contractor shall inform the Owner in advance of the areas scheduled to be worked on, so that the Owner's personnel may make proper preparations to protect equipment and records.

§3.13.6 The Contractor understands that some or all of the Work of the Contract may be performed while the facilities are occupied by students and the Owner's personnel, and accordingly shall make all reasonable and necessary provisions to ensure that the contract Work will be of minimal disruption to the educational environment.

§3.13.7 Materials and equipment that are to be used only directly in the Work shall be brought to and stored on the project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project Site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the Contractor's responsibility. The Contractor shall bear the responsibility to replace all such materials that may be lost, damaged or stolen at its expense, whether such materials or equipment have been entirely or partially paid for by the Owner.

§ 3.13.8 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project Site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§3.13.9 The Contractor shall ensure that the Work is performed, at all times, in a manner that affords reasonable access, both vehicular and pedestrian, to the Site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§3.13.10 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project Site, including, without limitation, the lavatories, toilets, entrances and parking areas, other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project Site and the Building(s), as amended from time to time. The Contractor shall immediately notify the Owner in writing, if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable. This notification shall set forth the problems of such compliance and shall suggest alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owners sole discretion, adopt such suggestions, develop new alternative or require compliance with the **existing requirements of** the rules and regulations.

The Contractor shall also comply with all insurance policies and requirements and collective bargaining agreements applicable to use and occupancy of the Project Site and the Building(s).

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents. Any costs incurred by the Owner for defective cutting or patching shall be borne by the Contractor responsible therefor.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

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§3.14.3 The Contractor shall be responsible for all fire safety and prevention work relative to the Work of the Contract and shall complete all such work in a timely manner so as not to delay or damage the work of subsequent trades and other Contractors.

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor, or shall be entitled to reduce the Contract Amount in an amount equal to the Owner's cleaning costs.

§ 3.15.3 The Contractor shall on a daily basis, clean debris resulting from its Work, and protect construction in progress and maintain adjoining materials in place during handling and installation, and provide protective covering where required to assure protection from damage or deterioration until Substantial Completion.

§ 3.15.4 The Contractor shall clean and provide maintenance on completed construction, after installation, as frequently as necessary through the remainder of the construction period.

§ 3.15.5 The Contractor shall supervise its construction operations to assure that no part of the construction, whether completed, or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. The term "clean" shall include the removal of debris from the work area to dumpsters furnished by the Contractor.

§ 3.15.6 Final Clean Up. The Contractor shall perform final clean-up and policing of the entire site after other contractors have removed their own waste materials, rubbish, equipment and tools. In addition, the Contractor, either by himself or through retaining of a professional cleaning company, shall perform the following immediately prior to the Architect's inspection for Substantial Completion:

1. Removal of all manufacturer's temporary labels from materials, equipment and fixtures;
2. Removal of all stains from glass and mirrors, wash, polish, inside and outside;
3. Removal of all marks, stains, fingerprints, other soil, dust and dirt from painted decorated or stained woodwork, plaster or plasterboard, metal, acoustic, tile and equipment surfaces;
4. Removal of spots, paint and soil from resilient flooring;
5. Removal of temporary floor protections, clean, strip and provide three (3) coats of wax on new VCT floors or otherwise treat as directed by the material manufacturer's recommendation, all finished floors and final vacuuming of all carpet;
6. Cleaning of all interior finished surfaces, including doors and window frames, and hardware required to have a polished finish, or oil, stains, dust, dirt, paint and the like; leave without fingerprints and blemishes; and
7. Final site clean-up shall extend beyond the Contract Limit Lines as reasonably required to insure the complete removal of all construction debris from the entire site, including staging areas.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a

copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Architect, and their respective individual members, agents, officers, employees and servants, from any and all claims, demands, suits, damages, costs and expenses, including reasonable attorney's fees, whether or not caused, in part by any party indemnified hereunder, arising out of or in any way related to the project, and including but not limited to the following:

- .1 the acts or omissions of the Contractor, its agents, servants, officers, employees, subcontractors, sub-consultants or any other person working at the Contractor's request, subject to its discretion, or on its behalf;
- .2 the loss of life or property, or injury or damage to the person, body or property of any person or persons whatsoever, that arises or results directly or indirectly from performance of the work or delivery of deliverables by the Contractor, its agents, servants, officers, employees, subcontractors, sub-consultants, or any other person acting at the Contractor's request, subject to its direction, or on its behalf, including any claims arising out of or resulting from the Contractor's payment or nonpayment to subcontractors, sub-subcontractors, suppliers, fabricators, sources of supply, articles, devices, fixtures, pieces of equipment, materials, processes proposed for each item of work (referred to herein and elsewhere in this agreement as "subcontractors and materials suppliers");
- .3 any negligence, default, breach, or errors or omissions of the Contractor, its agents, servants, officers, employees, subcontractors, sub-consultants, or any other person acting at the Contractor's request, subject to its direction, or on its behalf;
- .4 violation or non-compliance, with federal, state, local, municipal laws and regulations, ordinances, building codes (including without limitation the Americans with Disabilities Act, OSHA, Environmental Protection Act) arising from the performance or non-performance of; or arising out of conditions created or caused to be created by, the Contractor, its agents, servants, officers, employees, subcontractors, sub-consultants, or any other person acting at the Contractor's request, subject to its direction, or on its behalf;
- .5 the use, misuse or failure of any equipment, workmanship, and materials; and
- .6 the use of copyrighted or un-copyrighted materials, composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the work.

§3.19.2 The indemnified parties themselves may defend, at the Contractor's expense, from any claim or lawsuit or the indemnified parties may elect to have the Contractor provide the indemnified parties with legal representation at the Contractor's own expense.

§3.19.3 The Indemnification obligations of the Contractor shall be deemed to include the indemnification Obligations of the Contractor's subcontractors and suppliers.

§3.19.4 The indemnification obligations of the Contractor shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Such obligation shall not be construed to negate, abridge or diminish other rights or obligations of indemnity which would otherwise exist as to any party or person indemnified herein. The indemnification obligations hereunder are separate and apart from, and in addition to, any insurance requirements or coverage required by the Contract Documents.

§3.19.5 The provisions of this section entitled "Indemnification" shall survive the termination of the contract documents.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

### § 3.19 Re-Design

§ 3.19.1 If the Contractor makes, or causes to be made, due to approval of substitute equipment or otherwise, any substantial change in the form, type, system and details of construction from those shown on the Drawings, he/she shall pay for all costs arising from such changes. The Contractor shall pay all Architectural and Engineering fees required to check the adequacy of such changes. Any changes or departures from the construction or details shown shall be made only after written approval from the Architect.

§ 3.19.2 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute the Owner-Contractor Agreement, which representations and warranties shall survive the execution and delivery of the Owner-Contractor Agreement and the final completion of the Work.

- .1 that he/she is authorized to do business in the State, County, and/or City where construction will take place at the Project and is properly licensed by all necessary governmental and public authorities having jurisdiction over him/her and over the Work at the site of the Project;
- .2 that he/she is familiar with all Federal, State, Municipal and department laws, ordinances and regulations, which may in any way affect the Work of those employed herein, including but not limited to any special acts relating to the Work or to the Project of which it is a part;
- .3 that such temporary and permanent Work required by the Contract Documents as is to be done by him/her, can be satisfactorily constructed and used for the purposes for which it is intended;
- .4 that he/she is familiar with local trade jurisdictional practices at the site of the Project;
- .5 that he/she has carefully examined the plans; specifications and the site of the Work, and that from his/her own investigations, he/she has satisfied himself/herself as to the nature and location of the Work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, and the general local conditions, and all other materials which may in any way affect the Work or his/her performance;
- .6 that he/she has determined what local ordinances, if any, will affect his/her Work. He/She has checked for any County, City, Borough, or Township rules or regulations applicable to the area in which the Project is being constructed and in addition, for any rules or regulations of other organizations having jurisdiction, such as chambers-of-commerce, planning commission, industries, or utility companies who have jurisdiction over property on which the Work will be performed. Any costs of compliance with local controls are included in the prices/bid, even if documents of such controlling agencies are not listed specifically in the Contract Documents.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment.

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The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

- .1 All project communications shall be in typewritten 8-1/2" x 11" form and shall be transmitted via one of the following methods:
  - .1 First Class mail delivered through the U.S. Postal Service,
  - .2 Electronic facsimile,
  - .3 Overnight or Common Carrier Service (UPS, FedEx, DHL, etc.)
- .2 Electronic mail (E-mail) **shall not be used**. Any information sent via E-mail, to the Architect and Owner **will not** be recognized as valid communication and will be discarded from the project record.
- .3 Notice of proposed changes. The Architect shall notify the Contractor of all proposed changes to the Contract Documents, after award of the Contract via type written Bulletin, or in the case of minor changes in the work, via other written instrument (letter or facsimile). The Contractor shall submit a proposal to increase or decrease the Contract Sum for approval prior to commencing with the Work change unless there is no change in the Contract Sum or

time.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the

accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness, while allowing sufficient time in the Architect's professional judgment to permit adequate review and response. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 Reference in the technical provisions of the Specifications to standard specifications and test methods including those of the American Society for Testing and Materials (ASTM), the American Iron and Steel Institute (AISI), the American National Standards Institute (ANSI), the American Society of Mechanical Engineers (ASME), the American Society of Heating, Refrigeration and Air Conditioning Engineers (SSGREAA), the Factory Mutual System (FM), the National Fire Protection Association (NFPA), Federal Specifications, and other similar nationally recognized technical societies and agencies shall refer to the editions and revisions current with the date of the Contract Documents.

§ 4.2.16 The Architect's decision with respect to proposed substitutions of material or equipment specified by trade name shall be final. The Architect reserves the right to waive Specifications and to accept a proposed substitution which in his/her opinion is superior to the material or product specified, or to limit the Specification to the product or equipment specified.

§ 4.2.17 Approval of substitutions shall not relieve the Contractor of responsibility for adequate fulfillment of all the various parts of the Work, nor from specified guarantees and maintenance. Modification of adjacent or connecting Work required due to any substitution approval shall be provided as part of the substitution.



§ 4.2.18 Insofar as practicable, except as otherwise specified or shown, the material or product of one manufacturer shall be used throughout the Work for each specified purpose.

§ 4.2.19 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in strict accordance with the manufacturer's directions. Should such directions conflict with the Specifications, the Contractor shall request clarification from the Architect before proceeding.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Identification of subcontractors required by N.J.S.A. 18A:18A-18, shall be provided with the bid submission in accordance with the requirements of that statute. Names of persons or entities for any subcontractor not referenced by the above statutes shall be furnished within ten (10) days of notification of the Award of Contract. The Owner will notify the Contractor in writing if the Owner has reasonable objection to any such proposed subcontractor. The list of proposed subcontractors shall include a description of the materials and equipment each proposes to furnish and install in the Work. The description shall be in sufficient detail to allow the Architect to determine general conformance to the Contract requirements. Approval of the submittals as required under this Section shall not relieve the Contractor from complying with the requirements of the Contract Documents.

§ 5.2.2 Subcontractors shall comply with the statutory requirements of N.J.S.A. 34:11-56.25 and N.J.S.A. 34:11-56.48 (prevailing wage and contractor registration). Any subcontractor who fails to comply with these statutory provisions shall be rejected. All subcontractors, including those subcontractors not listed in N.J.S.A. 18A:18A-18, must be classified by the Department of Treasury, Division of Property, Management and Construction.

§ 5.2.3 Written confirmation of award of each subcontractor shall be submitted to the Owner, in form subject to its approval, within seven (7) days after receipt of Owner's approval of proposed subcontractor list as provided under this Section. Every subcontract shall be in writing, shall be submitted to the Owner for review and approval prior to execution, and shall specifically provide that the Owner is an intended third (3<sup>rd</sup>) party beneficiary of such subcontract.

§ 5.2.4 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 The names of all Subcontractors and material suppliers shall be submitted for approval to the Architect and Owner not later than fifteen (15) days after the date of the Award of Contract unless otherwise authorized by the Architect.

- .1 The list of proposed Subcontractors shall include a description of the materials and equipment each proposes to furnish and install in the Work. .2 The description shall be in sufficient detail to allow the Architect to determine general conformance to Contract requirements.
- .3 Approval of the submittals required under this Article shall not relieve the Contractor from conformance to Contract requirements.
- .4 If the Architect and/or the Owner make reasonable objection to a Subcontractor, the Contractor shall substitute a Subcontractor reasonably acceptable to the Architect and the Owner at no additional cost.

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Written confirmation of award of each major subcontract shall be submitted to the Architect, in form subject to his/her approval, within seven (7) days after receipt of Architect's approval of proposed Subcontractor list as provided under Section 5.2.3 (above).

**§ 5.3 Subcontractual Relations**

§ 5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents and the law. No subcontract shall diminish in any way any rights or benefits conferred upon the Owner by these Contract Documents. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 **Where** the Contractor sublets portions of the Work, the entire responsibility for the subdividing of Work rests with the Contractor. The Owner and the Architect are not responsible for the manner of the subdivision of the Work, nor will they enter into or settle disagreements or disputes between the Contractor and subcontractors. The Contractor is, and will be held, responsible for the proper execution of the Work of any and all subcontractors.

**§ 5.4 Contingent Assignment of Subcontracts**

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor.

*(Paragraphs Deleted)*

**ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project, including the performance of Work to correct the Contractor's deficient Work, if any, with the Owner's own forces, and with Separate Contractors retained.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The General Construction Work Contractor, (and/or the assigned lead Contractor), shall act as the scheduling coordinator for all work of the Separate Prime Contractors and any other activities of the Owner's own forces and shall have direct responsibility for scheduling and coordination of all Work, as more specifically set forth in Article 3. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint

review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

*(Paragraph Deleted)*

### **§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

- .1 Should the Contractor cause damage to the work or property of any Separate Contractor on the Project, the Contractor shall, upon due notice, promptly settle with such other Contractor by agreement or otherwise account of any damage alleged to have been so sustained, the Contractor shall defend such proceeding at his/her own expense, and if any judgement against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for any attorney's fees and court costs which the Owner has incurred.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

**§ 6.2.6** Costs caused by delays, improperly timed activities or defective construction, caused by the Contractor, shall be borne by the Contractor.

### **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those whom the Owner, in its sole discretion, deems responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Change Orders and Construction Change Directives shall be subject to and processed in accordance with N.J.A.C. 6A:26-4.9 (Capital Projects only) and N.J.A.C. 6A:23A-21.1, where applicable.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall also be itemized. In no case will a change be approved without such itemization.

## § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such work were originally part of the Contract Documents.

## § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and

- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6.1 For any extra work or portion thereof performed by the Prime Contractor, the cost to the Owner shall include the cost of the extra work plus a maximum allowance of fifteen (15%) percent for overhead and profit.

- .1 For any extra work or portion thereof performed by Subcontractor(s), the cost to the Owner shall include the cost of the extra work to the Subcontractor plus a maximum allowance of ten (10%) percent for overhead and profit, plus the Prime Contractor's overhead and profit not to exceed five (5%) percent of the Subcontractor's cost.
- .2 The cost of bonds and insurance shall be included as part of the overhead and profit.

§ 7.3.6.2 Change Orders shall include all costs, including the cost of preparation of the Change Order, all impact and ripple costs associated with modifications or delays to the work, and all costs associated with modifications to other work.

- .1 The Prime Contractor shall furnish all necessary documentation to support the additional costs, including, but not limited to the following:
  - .1 Copy of the Subcontractor's proposal.
  - .2 Complete breakdown of all costs for labor and materials.
  - .3 Complete breakdown of related costs.
  - .4 Other information as may be requested by the Architect.

§ 7.3.6.3 The overall cost of the Change Order shall be all inclusive and once accepted by the Owner, it shall be considered full and final.

§ 7.3.6.4 No additional time will be granted to the Contractor for minor Change Orders unless each individual Change Order totals more than \$100,000.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.3.11 If the Contractor claims that certain Work constitutes an addition, deletion, or change to the Work, the Contractor shall notify the Owner and Architect at least fourteen (14) days before proceeding with such Work, or else any claim by the Contractor for any adjustment to the Contract Sum or the Contract Time on account thereon shall be deemed waived.

- .1 If the Contractor gives timely notice and the Owner directs the Contractor to proceed with such disputed Work as part of its Work or as a minor change in the Work, the Contractor shall promptly proceed with such disputed Work, subject to later resolution in accord with the requirements of the Contract Documents.
- .2 In that event, the Contractor shall present, at the end of each day that the Contractor performed the disputed Work, a summary of the day's costs attributable to the disputed work, including labor hours and material costs, for verification by the Owner and the Architect.
- .3 Only the costs as verified by the Owner and Architect shall be used in computing any increase in costs for the purposes of the adjustment to the Contract Sum, should it later be determined that the Contractor is entitled to such adjustment.
- .4 Upon request, the Contractor shall provide to the Owner and Architect full supporting documentation for all costs claimed.
- .5 If and to the extent that the Contractor fails to submit such summary each day, its claim for an adjustment to the Contract Sum shall be deemed waived.

§ 7.3.12 Lump sum quotations for changes in the Work will not be accepted. Proposals shall be completely itemized and broken down. The Proposals shall be accompanied by such supporting data as the Architect may require, such as copies of subcontractor's or vendor's quotations, quantity take-off sheets, or other similar information.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for all Work and services as required under the Contract. Substantial Completion of the Work shall be accomplished within a period of consecutive calendar days (or by the date) as stated in the Agreement, plus any authorized extensions of time as approved by written agreement. Final Completion of the Work shall be no later than thirty (30) consecutive calendar days from the date of Substantial Completion of the Work, unless otherwise set forth in Article 3 of the Agreement.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. Contractor agrees to increase manpower, increase work hours, and to increase equipment

necessary to maintain the Project Construction Schedule, and when also requested by the Architect and the Owner, and shall be without additional cost or charge to the Owner.

§ 8.2.4 Work shall commence within ten (10) days of the issuance by Owner of a Notice to Proceed and shall proceed uninterrupted to Final Completion. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of all or part of the completed Work in accordance with the Milestone Dates set forth in other sections of the Contract Documents, as per approved Schedule, and that the Owner has made arrangements to discharge its public obligations based upon the Contractor's achieving Substantial Completion of all of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work, as required by the Project Construction Schedule and/or within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree as set forth (below):

- .1 If the Contractor fails to achieve partial completion within the requirements of the Milestone Dates or the approved Schedule or to achieve Substantial Completion of all or part of the Work when and as required by the Project Construction Schedule, and/or within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor and its Surety, as liquidated damages and not as a penalty, the amounts indicated in other sections of the Contract Documents and commencing upon the first day following expiration of the Project Construction Schedule and/or the Contract Time, as the case may be, and continuing until the actual Date of Substantial Completion.

#### § 8.2.5 Adherence to Schedule

- .1 The Owner reserves the right to withhold monthly progress payments if the Contractor is behind schedule, unless the Contractor documents, in writing, any delays that are not the fault of the Contractor and to which the Owner and Architect agree.
- .2 Monthly progress payments will only be released after the Contractor reaches the status of completion for that month contemplated by the Construction Schedule.

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and litigation; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

- .1 Any direct claim against the Owner for delay costs caused by another Prime Contractor shall be subject to the provisions of Section 8.3.3

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 No payment shall be made by the Owner to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delays are avoidable or unavoidable. The Contractor's sole remedy for delays shall be an extension of time only, pursuant to and only in accordance with Section 8.3. Such extension shall be a period equivalent to the time lost by reason of and all of the aforesaid causes. In no event shall the Owner or Architect be held responsible for any loss or damage or increased costs sustained by the Contractor through any delays caused by the Owner or Architect or any other Prime Contractor. If, contrary to the foregoing provision, the Contractor commences a direct action against the Owner or Architect seeking to recover delay costs and fails to substantially prevail in its claim that the Owner was the cause of the alleged delay, the Contractor shall reimburse the Owner and the Architect as the case may be for any attorneys' fees, professional fees and all other costs and expenses incurred by them associated with analyzing, defending or otherwise opposing any such action; provided, however, that where the delay alleged by the Contractor arises from acts, omissions, or default of another Prime Contractor or another Prime's Subcontractors and Suppliers, then the provisions of Section 8.3.1 shall apply.

- .1 Where the cause of the delay is due to weather conditions, extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term "historical data" as used in the preceding sentence shall be construed according to this formula: Average rainfall

(or snow or low temperature) for the past five years for the month in question, plus 10 percent. Weather shall not be deemed to be unusually severe unless it is more than 10 percent more severe for that month over the last five years.

§ 8.3.4 The Contractor is required to submit at any construction conference considering any claim and at any proceeding considering an extension of time, and in all subsequent administrative proceedings, all files, records, and the documents of whatever kind pertaining to the Contractor's performance of the project work, the job budget, the summary of all supporting data worksheets and other documents prepared in connection with the submittal of the Contractor's successful bid.

§ 8.3.5 Should the Contractor fail to complete fully, and in conformity with all provisions of the Contract within the Contract Time, the Contractor shall, and hereby agrees to pay the Owner liquidated damages in the per-day amount set forth in Article 3 of the Standard Form of Agreement between Owner and Contractor (A101 Document – 2017), or as otherwise set forth in the Contract Documents, for missed milestones, for each consecutive calendar day beyond the number of days allowed by the Contractor or by agreement with the Owner. Said liquidated damages sum is agreed upon as reasonable and a proper measure of damages that the Owner will sustain per diem by failure of Contractor to complete Work within time as stipulated; it being recognized by Owner and Contractor that the injury to Owner that could result from a failure of the Contractor to complete on schedule, is uncertain and cannot be computed exactly. In no way shall costs of Liquidated Damages be construed as a penalty to the Contractor.

§ 8.3.6 It is expressly understood and agreed by and between the Contractor and Owner that the Contract Time prescribed in the Contract Documents is a reasonable time for the completion of the Work.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 Contractor must provide draft copies of the Schedule of Values, within fifteen (15) days from the Notice to Proceed. Submit two (2) copies to the Architect.

.1 Schedule of Values shall include cost of work at the/each Building and for the/each Project and shall include the Architect's Special Project Number. Schedule of Values shall include materials and installation and in accordance with each Specification Section as listed in the Specification Index, as shown on the Drawings and/or as directed by the Architect. Contractor shall include separate line items for the following:

- .1 Bonds,
- .2 Insurance,
- .3 Mobilization,
- .4 General Conditions,
- .5 Contractor's Construction Schedule,
- .6 Submittals (Product Data, Samples, and Shop Drawings),
- .7 As-Built Drawings and similar requirements as per Section for Closeout Documents,
- .8 Punch List items and Closeout Documents per Section for Closeout Documents,



- .9 Final Cleaning,
  - .10 Other items, as directed by the Architect.
- .2 Contractor shall enclose with the Schedule of Values, copies of invoices and/or cancelled checks from Bonding and Insurance Agents for the required cost of the coverage for the project being billed.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers and shall reflect retainage if provided for in the Contract Documents. The application for payment shall be on approved AIA G702 Forms and shall be accompanied by a partial waiver of liens in a form acceptable to the Owner and Architect.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.2.1 To encourage early purchase, Owner may pay for stored materials and equipment. The following procedures must be followed in order to obtain payment.

- .1 A certificate of insurance naming the Owner as loss beneficiary for the full dollar amount representing the materials stored.
- .2 A Consent of Surety in the amount being requisitioned, said Surety being the Bonding Company of the Prime Contractor.
- .3 Materials to be stored in warehouse must be inspected by the Architect/Engineer and the Contractor will not receive extra compensation for storage costs.
- .4 Any time and travelling expenses for the Construction Inspector to visit and inspect equipment stored will be borne by the Contractor making the off-site storage request.
- .5 Payment invoices for materials stored off site shall be so noted.
- .6 After the receipt of the above, the Construction Inspector will endorse same and forward to the Owner for their approval.
- .7 Payment invoices not following the above format will be rejected in total.
- .8 There will be no storage space available in the existing building(s). Space in new building(s) may be used for storage only if approved, in writing, by the Architect/Engineer and all Contractors having work in the area.
- .9 The Contractor will be paid for storage materials no more than the actual or replacement value of the materials. The Contractor will furnish vendors price lists, priced inventories or other documentation to support claims for payment of materials stored on or off site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

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#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 **deliberate delay in the submission for approval of names of Subcontractors, Materialmen, sources of supply, product data, shop drawings and samples; or**
- .9 **otherwise failing to comply with the requirements of the Contract Documents.**

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by

joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

- .1 If the Contractor disputes any determination by the Architect with regard to any Certificate of Payment, the Contractor nevertheless expeditiously shall continue to prosecute the Work.
- .2 The failure of the Owner to retain any percentage payable to the Contractor or any change in or variation of the time, method or condition of payments to the Contractor shall not release or discharge to any extent whatsoever, the Surety upon any bond given by the Contractor hereunder. The Owner shall have the right, but not the duty, to disregard any schedule of items and costs that the Contractor may have furnished and defer or withhold in whole or in part any payment if it appears to the Owner, in its sole discretion, that the balance available in the Contract Sum as adjusted and less retained percentages, may be insufficient to complete the Work.
- .3 Notwithstanding any provision of any law to the contrary, the Contractor agrees that the time and conditions for payment under the Contract for Construction shall be as stated in the Contract for Construction and in the Contract Documents. The Contractor specifically agrees that the Owner's failure to give, or timely give notice of:
  - .1 any error in an invoice or application for payment submitted by the Contractor for payment; or
  - .2 any deficiency or non-compliance with the Contract Documents with respect to any Work for which payment is requested, shall not waive or limit any of the Owner's rights or defenses under the Contract for Construction and the Contract Documents, or require the Owner to make a payment in advance of the time, or in an amount greater than, as provided by the Contract for Construction.
- .4 The Contractor shall make payments to its Subcontractors in accordance with the provisions of any applicable law governing the time, conditions, or requirements for payment to its Subcontractors, and shall comply with the provisions of any such law.
  - .1 The Contractor will pay its Subcontractors no later than fifteen (15) days after receipt of a payment from the Owner which includes payment for the Work of any such Subcontractors.
  - .2 The Contractor shall require its Subcontractors, by appropriate agreement, to pay their Subcontractors and Suppliers (of any tier) within the same time.
  - .3 The Contractor and its Surety shall indemnify and defend the Owner any loss, cost, expenses, or damages, including Attorney's fees arising from or relating to the Contractor's failure to comply with such law.

#### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, if any, upon receipt of payment from the Owner, out of the amount paid to the Contractor the amount to which each subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

If the Owner is entitled to any reimbursement or payment from the Contractor under, or pursuant to, the Contract Documents, such payments shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to: (1) deduct an amount equal to that which the Owner is entitled from any payment then, or thereafter, due the contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

- .1 Owner's beneficial occupancy must be approved by all governing authorities having jurisdiction and by issuance of a temporary or permanent "Certificate of Occupancy" and in accordance with all applicable Codes and Regulations.
- .2 Substantial Completion occurs when each of the following conditions precedent has occurred:
  - .1 the Work has been sufficiently completed in accordance with Contract Documents so that the Owner obtains beneficial use and occupancy of the Work;
  - .2 Certificates of Occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project have been received by the Owner; and
  - .3 the Architect has issued a certificate of Substantial Completion. The date of Substantial Completion is the date certified by the Architect in accord with the Contract Documents and shall follow the Contractor's Notification for Substantial Completion inspection and the Architect's inspection of the Project.

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§ 9.8.2 Unless otherwise indicated in the Contract Documents, no later than thirty (3) calendar days, prior to the date scheduled for Substantial Completion, the Contractor shall prepare and submit to the Architect and Owner, a comprehensive punch list of items remaining to be completed or corrected.

- .1 No later than ten (10) calendar days prior to the date for Substantial Completion, the Architect and/or Owner may add additional items requiring completion or correction.
- .2 The Contractor shall immediately proceed with the Work required by the punch list and shall complete and correct items on or added thereto by the date scheduled for Substantial Completion.

- .3 When the Contractor determines that the Work has reached Substantial Completion, or when the Owner, Architect so determine and direct the Contractor to do so, the Contractor shall request the Architect's final inspection to determine Substantial Completion. In addition, the Contractor shall prepare and submit to the Architect and Owner its final Application for Payment submitted in compliance with the requirements of the Contract Documents and shall thoroughly reinspect the Work; prepare and submit to the Architect and Owner a comprehensive final punch list of any and all items remaining to be completed or corrected (whether or not included on any previous punch list).
  - .1 Within fourteen (14) calendar days after receipt of the Contractor's request and final punch list, the Architect will inspect the Work to determine whether Substantial Completion has occurred.
  - .2 If the Architect determines that Substantial Completion has not occurred, it shall advise the Contractor and the Owner of the reasons for their determination and the Contractor shall continue with the Work and request another inspection for Substantial Completion and submit another final punch list after the concerns of the Architect have been addressed.
    - .1 The fees and expenses incurred by the Owner for services of the Architect as a result of any additional re-inspections of the Work, shall be paid by the Contractor or its Surety.
  - .3 When the Architect determines after an inspection under this Section that Substantial Completion has occurred the Architect shall:
    - .1 add to the Contractor's final punch list any additional items which they discover which also need to be completed or corrected;
    - .2 determine and certify the amount required to complete each item on the punch list, basing such determination upon the amount the Owner would have to expend or incur to complete each item if the Contractor failed to do so; and
    - .3 prepare and issue a certificate of Substantial Completion, which shall establish the date of Substantial Completion.
    - .4 The Contractor shall proceed promptly to complete and correct items on the final punch list within thirty (30) calendar days of the date of Substantial Completion or prior date established for Final Completion in other sections of the Contract Documents.
  - .5 The failure of items to appear on any punch list shall not constitute an acceptance of any Work not in accord with the Contract Documents nor relieve the Contractor or its Surety of responsibility with respect thereto.
  - .6 Warranties required by the Contract Documents shall commence on the approved date of Substantial Completion of the Work for the entire project unless otherwise provided in the Certificate of Substantial Completion.
  - .7 The Architect shall submit the Certificate of Substantial Completion to the Owner and Contractor. If not completed within this time, the Owner may proceed to finish the Work as otherwise provided in this Agreement.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if

any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor who shall obtain all necessary modifications to its insurance coverage to permit such occupancy or use. In addition, the Contractor shall obtain consent of those public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete pursuant to the terms of that Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.9.4 As portions of the Project are completed and occupied, the Contractor shall ensure the continuing construction activity will not unreasonably interfere with the use, occupancy and quiet enjoyment of the completed portions thereof.

- .1 The Contractor agrees to coordinate the Work with the Architect and the Owner in order to minimize disturbance to occupied portions of the structure.
- .2 In the event performances or scheduled events by the Owner are conducted in close proximity to the Work in progress, the Contractor agrees to cease all Work which may disturb the Owner's occupants at the site.

§ 9.9.5 The occupancy of any portion of the Work shall not constitute acceptance of any work, except as hereinafter stated, nor does it waive the Owner's right to Liquidated Damages. Final Acceptance of the Work shall be for the whole Work only and not part.

§ 9.9.6 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims on behalf of the Owner or Contractor against each other.

### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated

by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

- .1 If more than one inspection for Final Completion is required, the Contractor will be billed and responsible for the professional fees and services of the Architect.
- .2 Following Substantial Completion, in the event the Contractor or their Subcontractor fails to complete the list of items of the Work instructed by the Architect to be corrected or completed within fourteen (14) days after the date of receipt of Certificate of Substantial Completion, the Owner may:
  - .1 exercise any available remedies to correct or complete deficient work or retain a third party to correct or complete such work at the cost of the defaulting Contractor; and
  - .2 retain and deduct from any payments or retention otherwise due to the defaulting Contractor any fees and expenses for services required to be provided by the Architect more than twenty-one (21) days after the Date of Substantial Completion.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

- .1 The General Contractor (and/or assigned Lead Contractor) shall provide all necessary temporary enclosures, guardrails, barricades, etc., to adequately protect all workers and public from possible injury subject to Section 10.1.1.2 (below).
- .2 The General Contractor (and/or assigned Lead Contractor) shall be responsible for the general safeguarding of the Project, for gaining compliance with the safety requirements from all other Contractors and parties engaged in operations at the site and shall act as the Project Site Representative with regard to all safety inspections required and shall perform all necessary functions for this purpose.

**§ 10.1.2** The Contractor shall ensure that the Project Site is maintained in a clean and safe condition at all times, based upon Owner's sole discretion. If the Contractor fails to keep the Project Site in a clean and safe condition, such failure shall result in the following:

- .1 All claims resulting from the Contractor's failure shall be the Contractor's responsibility;
- .2 Said failure shall constitute an act of default and a substantial breach of the Contract giving the Owner remedies under the Contract Documents; and
- .3 The Owner shall have the right to withhold any payment until the Contractor cures its failure.

Failure to do so shall authorize the Owner to withhold any Applications for Payment until such time as the Contractor has rectified same. Further, if the Contractor fails to clean up as provided in the Contract Documents, the owner may do so and the cost thereof shall be charged to the Contractor.

## **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

## **§ 10.3 Injury or Damage to Person or Property**

**§ 10.3.1** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party and the Architect within a reasonable time not exceeding 21 days after discovery, unless a different time is required by law. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3.2** The Contractor shall immediately report all accidents, injuries or health hazards to the Owner, or its designated representative, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Administration Act of 1970 ("OSHA").

**§ 10.3.3** The Contractor shall:



- .1 Conduct an orientation session for all employees, subcontractors and other persons who it admits to the work site. This session shall include a thorough review of these general safety guidelines; and
- .2 Conduct a special safety meeting when job conditions change, abnormal working conditions exist or work is being done in a new area to assure that adequate precautions are taken..

#### § 10.4 Lost or Stolen Materials

§ 10.4.1 The Contractor shall protect all materials and equipment and equipment for which he/she is responsible, which is stored at the Project Site for incorporation in the Work, or which has been incorporated into the Work. He/She shall replace at his/her expense all such materials and equipment which may be lost, stolen or damaged, whether or not such materials or equipment have been entirely or partially paid for by the Owner.

#### § 10.5 Hazardous Materials and Substances

§ 10.5.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or PCB, or when such material has been rendered harmless, by written agreement of the Owner and Contractor or by written directive of the Owner. The term "rendered harmless" shall be interpreted to mean that levels of asbestos and/or PCB are less than any applicable exposure standards set forth in OSHA regulations. In no event shall the Owner or the Architect have any responsibility for any substance or material that is brought to the Project Site by the contractor, any Subcontractor, any material-man, or supplier, or any entity from whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work, or to permit same to be brought onto the Project Site that are hazardous, toxic, or comprised of any items that are hazardous or toxic.

§ 10.5.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

*(Paragraph Deleted)*

§ 10.5.3 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.5.4 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.5.6 The Contractor and any Subcontractors shall comply with all regulations and standards pursuant to the Public Employees Occupational Safety and Health Act (“PEOSHA”), N.J.A.C. 12:100-13, et seq., as promulgated by the New Jersey Department of Health and Senior Services, Division of Epidemiology, Environmental and Occupational Health.

§ 10.5.7 The Contractor shall not store explosives or other hazardous material or utilize unusual or non-generally accepted equipment or methods for execution of the Work, without the Owner’s prior written consent.

**§ 10.6 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury, or loss.

**§ 10.7 Other Safety and Property Loss Requirements**

§ 10.7.1 The Contractor shall, at all times, safely guard and protect the property from damage or loss.

§ 10.7.2 The Contractor shall at all times, absolutely prevent water from entering the building as a result of its work, or as a result of damage to the building caused by such work.

§ 10.7.3 The Contractor shall protect its materials and work at the Work Site against damage and injury from weather or other causes. If, in the opinion of the Architect, any material or Work shall have been damaged or injured by reason of failure on the part of the Contractor to protect its Work, such materials and Work shall be removed and replaced at the expense of the Contractor.

§ 10.7.4 In case any direct or indirect injury is done to existing conditions or Work, in consequence of any act or omission on the part of the Contractor, its employees or agents, the Contractor at its own cost and expense shall restore such structures to the satisfaction of the Owner, property and materials to a condition equal or similar to that existing before such damage or injury was done.

§ 10.7.5 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety. Contractor’s ingress and egress shall comply with all standards of care in complying with the law.

§ 10.7.6 The Contractor shall issue all employees and Subcontractors of the Contractor, photo identification or temporary badges that must be worn at all times. The Contractor will immediately provide the most current log of such badges or identification cards to the Architect, and immediately upon each change or addition to the log. The Owner shall have the right to remove any employee found without a badge or identification card.

§ 10.7.7 The Contractor shall ensure Work is completed only during designated hours, set jointly by the Owner and Architect.

§ 10.7.8 All dumpsters and contractor equipment and storage shall be located within the construction fence.

§ 10.7.9 The Contractor will provide temporary plywood barricades, acoustically and thermally improved with rigid insulation and sealed dust tight with a polyethylene membrane, at locations within the existing building as determined by the Owner or Architect. The Contractor shall not install temporary barricades where egress is required.

§ 10.7.10 The use of televisions, AM/FM radios, and all other forms of recorded music on the site is prohibited.

**§ 10.8 Employees/Subcontractors of the Contractor shall:**

- .1 Confine their movements to the contract limits;
- .2 Park within designated areas;
- .3 Wear ID/Temporary badges at all times;
- .4 Work during designated hours only;
- .5 Follow Employer’s safety procedures and protocols;
- .6 Not enter the existing building or venture outside the construction area without an escort authorized by the Owner;

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- .7 Not use products that generate odors during existing building occupying hours;
- .8 Assign a reasonable number of fire-watchers as required by the work in progress. Fire-watchers must not leave the job unprotected. Contractor must train fire-watchers in the proper use and limitations of fire extinguishers and in turning on a fire alarm;
- .9 Never raise or swing loads over people or over occupied buildings; and
- .10 Maintain and protect all material and equipment for which it is responsible, which is stored at the site for incorporation in or that has been incorporated into the Work. The Contractor shall replace all material and equipment that may be lost or stolen at its own expense, regardless of whether it has been entirely or partially paid for by the Owner.

**ARTICLE 11 INSURANCE AND BONDS**

**§ 11.1 Contractor's Insurance and Bonds**

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

- .1 Certificate of insurance shall be submitted within ten (10) days upon notification of award of Contract.
- .2 The Contractor may carry whatever additional insurance he/she deems necessary to protect himself/herself against hazards not covered by the Owner's Property Insurance, including coverage for theft, collapse, water damage, materials and equipment stored on the site, and for materials and equipment stored off site, and against loss of owned or rented capital equipment and tools owned by mechanics or any tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the work. The Owner's "All Risk" Insurance does not cover theft of materials unless installed and made an integral part of the building. This loss must be assumed by the Contractor.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within five (5) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 11.2 Owner's Insurance**

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

- .1 The Property Insurance obtained by the Owner shall include collapse and water damage, only to the extent covered by the Owner's "All Risk" insurance.
- .2 The fact that the Owner is furnishing Property Insurance shall not be interrupted to relieve the Contractor of his/her obligation to complete the work without additional cost to the Owner beyond the Contract amount, except as provided in the Contract Documents (above).

### § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's Consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

### § 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor and, by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in a similar manner.

§ 11.5.2 The Owner as fiduciary shall have the power to adjust and settle a loss with insurers. Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## § 12.2 Correction of Work

### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or the designated portion thereof or after the date for commencement of warranties by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. The Contractor shall bear all costs of correcting any and all Work not complying with this warranty, and the Contractor and its Surety shall indemnify the Owner for all costs, expenses, loses, and/or damages incurred by the Owner, including Attorney's fees, additional testing and inspections and compensation for the services and expenses of the Architect made necessary thereby. This warranty is in addition to any other warranty or remedy provided elsewhere in the Contract Documents and shall survive the expiration of any such other warranty, acceptance of a final payment for the Work, and the termination of the Contract for Construction.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

*(Paragraph Deleted)*

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. However, there shall be no implied or expressed acceptance of Work not in compliance with applicable law.

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§ 12.3.1 The Contractor and its Surety guarantee to make good, repair and/or correct, at no cost or expense to the Owner, any and all latent defects hereafter discovered, provided only that notice in writing, shall be given by the Owner to the Contractor within one (1) year of the discovery of such defects.

- .1 This obligation shall survive the termination of any or all other obligation or obligations under the Contract Documents and it is agreed by the Contractor and its Surety that in the event the Owner is required to bring suit under this provision against the Contractor or its Surety to enforce this obligation, the Contractor and its Surety hereby waive any defense of the status of limitations.

#### ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1.1 The contract shall be governed by the laws of the State of New Jersey. Contractor must comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, utility companies, National Board of Fire Underwriters, and others which bear on performance of Work. Deliver to the Owner, certificates and other required legal evidence and proof of compliance with the above.

§ 13.1.2 Nothing in the Contract Documents shall be construed to permit deviation from the governing law.

§ 13.1.3 In accordance with N.J.S.A. 18A:18A-20, manufactured and farm products of only the United States, wherever available, shall be used in the Work.

#### § 13.2 Rate of Wages

§ 13.2.1 In accordance with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, et seq., the Contractor and any subcontractors are required to do the following:

§ 13.2.1.1 Pay to all workmen engaged in the performance of services, directly upon a public work, the prevailing rate of wages, which shall be those in effect for the Project Site on the Contract Date and such rates shall remain in effect for two (2) years, unless superseded by a subsequent determination.

§ 13.2.1.2 Before final payment, furnish the Owner with an affidavit stating that all workmen have been paid the prevailing rate of wages specified in the contract.

§ 13.2.1.3 Keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by it in connection with any public work. Records shall be preserved for two (2) years from date of payment.

§ 13.2.1.4 Post the prevailing wage rates for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof in prominent and easily accessible places at the site of the Work, and at such place or places as are used by them to pay workmen their wages.

§ 13.2.1.5 Submit to the Owner certified payroll records for each payroll period within ten (10) days of the payment of wages. A certified payroll record is defined as "a payroll record that is attested by the employer, or the owner of the company doing business as the employer, or a corporate officer of such company, or an authorized agent of the employer."

§ 13.2.1.6 In the event the Owner finds that any workers employed by the Contractor or subcontractor, covered by said contract, have been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay required wages, and to prosecute the Work to completion or otherwise. The Contractor and its sureties shall be liable to the Owner for any excess costs occasioned thereby.

#### § 13.3 Safety and Health Regulations (OSHA)

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§ 13.3.1 The Contractor shall comply with laws, rules, regulations and codes dealing with occupational safety and health, including, but not limited to, the latest amendments of the following:

§ 13.3.2 Williams-Steiger Occupational Safety and Health Act of 1970, P.L. 91-595.

§ 13.3.3 Part 1910 – Occupational Safety and Health Standards Chapter XVII of Title 29, Code of Federal Regulations.

§ 13.3.4 Part 126 – Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

§ 13.3.5 N.J.A.C. 8:59-5, 1-50.10 (requirements to properly label any substances stored in containers) of the Worker and Community Right to Know Act, P.L. 1983, c.315.

#### § 13.4 Environmental Regulations

The Contractor shall comply with laws, rules, regulations and codes dealing with the prevention of environmental pollution and the preservation of public natural resources.

#### § 13.5 Equal Employment Opportunity

§ 13.5.1 The Contractor agrees to comply with the terms of the Mandatory Equal Employment Opportunity Language, a copy of which is annexed to the Contract Documents as an Exhibit and incorporated as if fully set forth herein.

§ 13.5.2 Contractor shall submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the Owner and to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance.

§ 13.5.3 Contractor shall complete and submit to the Owner an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award and no later than the execution of this Agreement. Failure to submit this completed form may result in the termination of this Agreement.

#### § 13.6 Mandatory Language – Law Against Discrimination

§ 13.6.1 The parties to this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Contract and are binding upon the parties.

§ 13.6.2 Pursuant to the provisions of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, no Contractor shall discriminate, by reason of race, creed, color, national origin, ancestry, marital status, gender identify or expression, affectional or sexual orientation, or sex, against any person who is qualified and available to perform the Work to which the employment relates, in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract.

§ 13.6.3 No contractor, including, without limitation, the Contractor, subcontractor nor any person acting on its behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such Contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

§ 13.6.4 There may be deducted from the amount payable to the Contractor by the Owner, under this Contract, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of this Contract.

§ 13.6.5 Notwithstanding anything to the contrary in the Contract Documents, this Contract may be canceled or terminated by the Owner, and all money due or to become due hereunder may be forfeited, for any violation of this Section of the Contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this Section of the Contract. § 13.1 Governing Law.

.1 Contractor must comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, utility companies, National Board of Fire Underwriters, and others which bear on performance of Work. Deliver to the Owner, certificates and other required legal evidence and proof of compliance with the above.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

*(Paragraph Deleted)*

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.



§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall in no instance bear interest, except as required by law under N.J.S.A. 2A:30A-1 et seq..

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 Termination by the Contractor

§ 14.1.1 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, their agents or employees, or any other persons performing portions of the Work

*(Paragraph Deleted)*

under contract with the Contractor

*(Paragraphs Deleted)*

because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work or under any order of any Court or other public authority having jurisdiction, the Contractor may, upon thirty (30) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner.

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor, after notice and an opportunity to cure,

- .1 Refuses or fails to supply enough properly skilled workers or proper materials;
- .2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 Disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 Fails to furnish the Owner with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .5 **Fails, after commencement of the Work, to proceed continuously with the construction and completion of the Work, for more than three (3) days, except as permitted by the Contract Documents;**
- .6 Disregards orders of the Owner and/or Architect, if any;
- .7 Fails to maintain the Site in a clean and orderly manner;
- .8 Fails to comply with a Construction Change Directive; or
- .9 **Otherwise is guilty of any breach of a provision of the Contract Documents.**

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the costs of finishing the Work, including compensation for the services of any Consultants and the Architect's and attorney's services and expenses made necessary thereby, and the other costs and expenses identified hereinafter, exceed the unpaid balance of the Contract Sum, the Contractor and its Surety pay the difference to the Owner upon demand. The costs of finishing the Work include, without limitation, all reasonable Attorney's fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect consequential costs, including, without limitation, Liquidated Damages for untimely completion as specified in the Contract Documents, incurred by the Owner by reason of, or arising from, or relating to the termination of the Contractor as stated herein.

**§ 14.3 Suspension by the Owner for Convenience**

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted by Change Order for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 Termination by the Owner for Convenience**

§ 14.4.1 The Owner shall have the right to terminate the Contract without cause after thirty (30) days' written notice to Contractor. Upon such termination, the Contractor shall immediately cease Work and remove from the Site all of its labor forces and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall

take such steps as Owner may require assignment to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- .1 all amounts then otherwise due under the terms of this Agreement that have been duly certified by the Architect;
- .2 amounts due for Work performed in accordance with the Contract Documents subsequent to the latest approved Schedule of Values and Application for Payment through the date of termination; and
- .3 reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.

In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

§ 14.4.3 The Contractor shall, as a condition of receiving any termination payment(s) referred to herein, execute and deliver all such papers, turn over all plans, documents and files of whatsoever nature required by the Owner and take all such steps, including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor. The Contractor warrants that it will enter into no subcontracts or other agreements that would adversely impact the Owner's rights or increase the Owner's obligations under this Section. In no event shall the Owner be liable to the Contractor for lost or anticipated profits or consequential damages, or for any amount in excess of the compensation due to the Contractor in accord with the Contract Documents for the Work performed as of the date of termination. The warranty and indemnity obligations of the Contractor and Surety shall survive and continue, notwithstanding and termination pursuant to this Section, with respect to the Work performed as of the date of termination.

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## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition of Claim

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. Any Contractor Claim seeking the payment of money shall not include consequential damages, which Contractor hereby waives, and shall be calculated in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement Claims by either the Owner or Contractor must be initiated by written notice to the other party and the Architect. Claims made by the Contractor must be made within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty-one (21) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. There shall be no time limitation on Claims made by the Owner. Once an initial Claim is implemented by Change Order, an additional Claim made after changes relating to the initial Claim has been implemented by Change Order will not be considered unless submitted pursuant to the requirements of this Section. Notice shall be deemed effective upon the Owner's receipt of the Notice.

- .1 No act or omission by the Owner or Architect, or by anyone acting on behalf of either shall be deemed or construed as a waiver or limitation of any right or remedy under the Contract Documents, or as an admission, acceptance, or approval with respect to any breach of the Contract for Construction or failure to comply with the Contract Documents by the Contractor, unless the Owner expressly agrees, in writing.
- .2 The Owner's exercise, or failure to exercise any rights, claims or remedies it may have arising out of or relating to the Contract Documents shall not release, prejudice, or discharge the Owner's other rights and remedies, nor shall it give rise to any right, claim, remedy or defense by any other person, including the Contractor, its Surety, any Subcontractor, or any other person or entity.
- .3 Whenever possible, each provision of the Contract Documents shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of the Contract Documents, or portion thereof, is prohibited or found invalid by law, only such invalid provision or portion thereof shall be ineffective and shall not invalidate or affect the remaining provision of the Contract Documents or valid portions of such provision, which shall be deemed severable.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.5 Claims for Sealed or Unknown Conditions**

If conditions are encountered at the Site which are; (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Owner and Contractor mutually agree to give written notice to each other, including the Architect, if any, and any affected contractor or subcontractor, upon the observation of the condition within twenty-four (24) hours of first observation of the condition. The Architect will investigate such conditions within seventy-two (72) hours and will diligently proceed and render a recommendation within twenty-one (21) days unless otherwise agreed to in writing. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within seven (7) days after the Architect has given notice of the condition.

**§ 15.1.6 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.7 Claims for Additional Time**

**§ 15.1.7.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.7.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.  
*(Paragraph Deleted)*

The term "abnormal" as used here shall be construed according to the following formula: average rainfall (or snow, low temperature, etc.) for the past five (5) years for the month in question, plus ten percent (10%). Accordingly, weather is not deemed to be abnormal unless it is ten percent (10%) worse than the average for the month over the last five (5) years. Claims relating to weather must be submitted within five (5) calendar days of the occurrence of any such delays.

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**15.1.7.3** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party, including the Architect, if any, within a reasonable time not exceeding fourteen (14) days after first occurrence, unless another time period is required by law. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time for such damage is to be asserted, it shall be filed as provided for in Section 15.

**§ 15.1.7.4** The Owner is not required to institute a Claim under this Section in order to terminate this Agreement.

**§ 15.2 Resolution of Claims and Disputes**

**§ 15.2.1** The Owner will review Claims made by the Contractor and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the Claimant; (2) reject the Claim in whole or in part, stating reasons for rejection; (3) approve the claim; or (4) suggest a compromise.

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15.2.2 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Decision Maker, in instances where the services of an Architect or independent evaluator are retained, the

decision of the Architect or evaluator shall be final, including any change in the Contract Sum or Contract Time.

When the services of an Architect or independent evaluator have not been retained, the parties may institute action in an appropriate forum to address the issue. The parties may retain the services of the Architect or evaluator at any time in the Claims resolution process.

*(Paragraphs Deleted)*

**§ 15.3 Mediation**

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 15.4 Arbitration/Court of Competent Jurisdiction**

Unless otherwise required under N.J.S.A. 2A:30A-1 et seq. ("Prompt Payment Act"), claims disputes or other matters in question between the parties to this Contract arising out of or relating to the project or to this Contract, or the alleged breach thereof, shall be subject to, and decided in, a Court of competent jurisdiction venued in the New Jersey jurisdiction where the Project is located. The Owner may not be compelled to submit any dispute concerning the Project to arbitration. By accepting award of the Contract and executing the Agreement, the Contractor consents to its joinder as a party in any litigation, mediation, arbitration or any other legal proceeding involving the Project.

**ARTICLE 16 INTERPRETATIONS IN WRITING**

§ 16.1 Neither the price bid for the work of any Contract, nor the Contract Sum, shall be based in any manner upon oral opinions, or real or alleged instructions of an oral nature, regardless of whether such opinions or instructions are expressed by the Owner, the Architect, if any, the Contractor or any of their agents or representatives, and no such oral communications shall form the basis of a Claim.

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16.2 These provisions do not intend to deny, on an oral basis, normal discussion, recommendations, explanations, suggestions, approvals, rejections and similar activity in  
*(Paragraph Deleted)*

pursuit of the work of the Project, such as at job conferences and otherwise at the Site. In such instances, the written minutes, correspondences, shop drawing records, written field orders and other written data shall govern over personal claims regarding statements made contrary to the written data

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## **PROJECT LABOR AGREEMENT**

### **2018 Ewing Schools Referendum projects**

#### **ARTICLE 1 - PREAMBLE**

**WHEREAS**, Dennis J. Nettleton, School Business Administrator/Board Secretary on behalf of and reflecting the objectives of Ewing Township Board of Education, 2099 Pennington Road, Ewing NJ 08618, as the Owner, desires to provide for the efficient, safe, quality, and timely completion of the 2018 Ewing School Referendum projects (“Project”) located in the Township of Ewing, New Jersey, in a manner designed to afford lower reasonable costs to the project, and the advancement of public policy objectives;

**WHEREAS**, this Project Labor Agreement will foster the achievement of these goals, inter alia, by:

- (1) ensuring a reliable source of skilled and experienced labor;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times; from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promoting labor harmony and peace for the duration of the Project;
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry; and

(8) expediting the construction process; and

**WHEREAS**, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement; and

**WHEREAS**, the Parties desire to maximize Project safety conditions for both workers and the public,

**NOW, THEREFORE**, the Parties enter into this Agreement:

## **SECTION 1. PARTIES TO THE AGREEMENT**

This is a Project Labor Agreement ("Agreement") entered into by and/or between [Name of General Contractor] ("General Contractor"), ( Name of Construction Manager) Construction Manager Firm and its successors and assigns, and the Mercer/Burlington County Building and Construction Trades Council, AFL-CIO ("BTC"), on behalf of itself and its affiliates and members, in connection with the Project. For the sake of clarity, this Agreement shall pertain only to the above referenced project.

## **ARTICLE 2 - GENERAL CONDITIONS**

### **SECTION 1. DEFINITIONS**

Throughout this Agreement, the signatory Unions and the BTC are referred to singularly and collectively as "the Union(s)" where specific reference is made to "Local Unions" as that phrase is sometimes used; the term "Contractor(s)" shall include the General Contractor and its subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as further defined in Article 3; Ewing Township Board of Education is referenced as Owner; the Mercer/Burlington County Building and Construction Trades Council, AFL-CIO is referenced as the BTC, and the work covered by this Agreement (as defined in Article III) is referred to as the "Project".



## **SECTION 2. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT**

This Agreement shall be binding on all Unions and the General Contractor and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3. Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. This Agreement shall be administered by the General Contractor on behalf of all Contractors.

## **SECTION 3. SUPREMACY CLAUSE**

This Agreement, together with the local collective bargaining agreements (CBAs) appended hereto as Schedule A represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part, except for all work performed under the National Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VII, IX and X of this Project Agreement, which shall apply to such work. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a CBA, the provisions of this Agreement shall prevail. It is further understood that no Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the General Contractor.

## **SECTION 4. LIABILITY**

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. A Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for

any violations of this Agreement by any other Local Union. A Contractor shall not be liable in damages or otherwise for any other Contractor's assignment or mis-assignment of work.

**SECTION 5. THE GENERAL CONTRACTOR**

The General Contractor shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. Ewing Township Board of Education is not a party to and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the Ewing Township Board of Education in determining which Contractor shall be awarded Project work. It is further understood that the Ewing Township Board of Education has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

**SECTION 6. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS**

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor, which is performed at any location other than the Project site, as defined in Article 3, Section 1.

**ARTICLE 3 - SCOPE OF THE AGREEMENT**

The Project work covered by this Agreement shall be defined and limited by the following sections of this Article.

**SECTION 1: THE WORK**

This Agreement shall apply to the following on-site construction work and shall be binding on all persons (subject to the "Excluded Employees" listed below) performing on-site

Project work, defined to include that work performed within the area of disturbance delineation as depicted on the bid documents line of the Project, as is further delineated in Exhibit “B”.

The scope of work is confined to the on-site Project work contained in the scope of each General Contractor’s final construction contract.

## **SECTION 2. EXCLUDED EMPLOYEES**

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

- A. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's CBA), engineers, inspectors and testers (excluding divers specifically covered by a craft’s CBA), quality control/assurance personnel, timekeepers, mail carriers, delivery drivers, clerks, office workers, messengers, guards, non-manual employees, architects; Construction Manager, commissioning agents; individuals performing balancing and all professional, engineering, administrative and management persons;
- B. Employees of Owner or any State agency, authority or entity or employees of any municipality or other public employer;
- C. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite operations are covered by the New Jersey Prevailing Wage Act (for example, by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work), or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, concrete and cement, asphalt and other items which are covered by this Agreement.
- D. Employees of any Contractor, excepting those performing manual, on-site construction labor who will be covered by this Agreement;

- E. Employees engaged in on-site equipment warranty.
- F. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- G. Employees engaged in laboratory or specialty testing or inspections;
- H. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads;
- I. Employees of “Artisans”, understood to mean individuals or entities whom Owner may (or may not) employ directly to create unique, one-of-a-kind decorative elements, including architectural finishes, for incorporation into the Project. The design, illustration, and detailing of these one-of-a-kind decorative elements can only be fully completed in the field and can only be performed by that individual or entity. The duties of Artisans shall be to direct tradespeople, as well as provide assistance in the unloading, assembly, installation, and distribution of unique, one-of-a-kind decorative elements as defined above. Artisans shall perform all design, illustration, and detailing work and all final adjustments, finishing touches, and final painting of such one-of-a-kind decorative elements, provided they are assisted by a trade person.
- J. Maintenance personnel employed by Owner or employees of any vendor or contractor employed or engaged by Owner in maintenance activities related to the Owner’s permanent occupancy and operation of any of the facilities covered by this Agreement in its capacity as Owner.
- K. Employees engaged in the delivery and installation of Non-Fixture Lab Equipment, including all loose equipment on countertops and floors, air/gas tanks strapped to walls, scientific equipment, microscopes, etc.

- L. Employees engaged in the delivery and installation of all owner-supplied loose equipment/furniture, including but not limited to desks, chairs, file cabinets, bookcases, tables, computers, tack boards, cork boards, and loose (plug and play) equipment.

The Unions recognize Owner and its Vendors will be actively involved in supervisory roles in the installation/setup, checkout, startup, testing, inspection and training on telephone, video, audio, computer, and other proprietary systems and equipment including signs, graphics and unique project amenities, both interior and exterior to be installed in the Project and in connection with such Construction Work. Owner, its Tenants and Vendors and their respective employees will be working in close proximity to union members who will not consider the presence of these employees to be a violation of this Agreement. The Unions agree that employees or representatives of Owner and its Vendors or manufacturers' representatives may train and/or orient their operation employees on equipment, even if the equipment or system has not been formally turned over to them. Individuals performing the tasks as related to the items set forth in this paragraph will notify Owner and the Contractor's job foreman in the vicinity prior to undertaking such tasks.

### **SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES**

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor that do not perform work on this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status between the Owner and/or any Contractor. The Agreement shall further not apply to the Owner or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees of any other state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs,

modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the General Contractor for performance under the terms of this Agreement.

## **ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT**

### **SECTION 1. PRE-HIRE RECOGNITION**

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

### **SECTION 2. UNION REFERRAL**

A. The Contractors agree to hire Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2, and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements. Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to pile driving); the selection of employees to be laid-off (subject to the applicable procedures in the CBA for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable CBA. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by a Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

B. A Contractor may request by name, and the Local Union will honor, referral of persons who have applied to the Local Union for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable

Local Union, the General Contractor and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

- (1.)possess any license required by New Jersey law for the Project work to be performed;
- (2.)have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3.)were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4.)have demonstrated ability to safely perform the basic function of the applicable trade.

No more than 12 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).

C. A certified MBE/WBE Contractor may request from the Workforce Coordinator, through the General Contractor, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provisions of Section 2.B above. This exception is based upon hardship and demonstration by the Contractor that the Project work would be the Contractor's only job and that it would be obliged to lay off qualified minority and female employees in their current workforce moving from the last job if they were not permitted to perform work on the Project. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

### **SECTION 3. NON-DISCRIMINATION IN REFERRALS**

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other

aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

#### **SECTION 4. MINORITY AND FEMALE REFERRALS**

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals that may be required by law, Contractors may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a Department of Labor-approved training program, applied to take a construction Apprenticeship test, and will be paid at not less than the applicable equivalent Apprentice rate. With the approval of the Local Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

#### **SECTION 5. CROSS AND QUALIFIED REFERRALS**

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

#### **SECTION 6. UNION DUES / WORKING ASSESSMENTS**

All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable CBA, but only for the period of time during which they are performing on-site Project work and only to the extent of rendering payment of the applicable union dues and assessments uniformly required for union membership in the Local Unions signatory to this Agreement, which represents the craft in which the employee is performing Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees, the dues payment can be received by the Unions as a working assessment fee.



## **SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS**

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractors except where otherwise provided by specific provisions of an applicable CBA. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractor, except when an existing local CBA prohibits a foreperson from working when the craftsperson he/she are leading exceed a specified number.

## **ARTICLE 5 - UNION REPRESENTATION**

### **SECTION 1. LOCAL UNION REPRESENTATIVE**

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to General Contractor) names of representatives, including the Business Manager, who shall be afforded access to the Project.

### **SECTION 2. STEWARDS**

(a) Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the General Contractor of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a CBA provision providing procedures for the equitable distribution of overtime.

### **SECTION 3. LAYOFF OF A STEWARD**

Contractors agree to notify the appropriate Union 24 hours unless otherwise noted in the CBA, prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a CBA, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

## **ARTICLE 6 - MANAGEMENT'S RIGHTS**

### **SECTION 1. RESERVATION OF RIGHTS**

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefor; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the General Contractor, and/or joint working efforts with other employees, shall be permitted or observed.

### **SECTION 2. MATERIALS, METHODS & EQUIPMENT**

There shall be no limitations or restriction upon the Contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may,

without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable CBA. There shall be no restrictions as to work, which is performed off-site for the Project, except for 1) offsite operations work covered under the New Jersey Prevailing Wage Act or 2) done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the “site of work”.

## **ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS**

### **SECTION 1. NO STRIKES-NO LOCKOUT**

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the project area. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement.

### **SECTION 2. DISCHARGE FOR VIOLATION**

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

### **SECTION 3. NOTIFICATION**

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC. The district or area council, and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

### **SECTION 4. EXPEDITED ARBITRATION**

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- a. A party invoking this procedure shall notify J.J. Pierson Jr, Esq., at 51 JFK Parkway, First Floor West, Short Hills, New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161, who shall serve as arbitrator under this expedited arbitration procedure. In the event that J.J. Pierson is unable to serve, a party invoking this procedure shall notify Andy Douglas, Esq. or Richard K. Hanft, Esq., who shall serve as arbitrator under this expedited procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation of its International, the BTC, and the General Contractor.
- b. The arbitrator shall thereupon, after notice as to time and place to the Contractor, the General Contractor the Local Union involved, and the BTC, hold a hearing within 48 hours of receipt of the notice invoking the procedure it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above. Hearings shall be held at the jobsite or at the office of the Mercer/Burlington Building Trades, located at 670 Whitehead Road, Lawrenceville, NJ 08648. If both are not available

then the Newark office of the New Jersey State Board of Mediation, as directed by the arbitrator.

- c. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the arbitrator shall issue a cease and desist award (“Award”) restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of the Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such

agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.

- f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.
- g. The fees and expenses of the arbitrator shall be equally divided between the involved Contractor and Union.

## **SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION**

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

## **ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE (LAC)**

### **SECTION 1. MEETINGS**

The Local Administrative Committee (LAC) will meet on a regular basis to 1) implement and oversee the Agreement procedures and initiatives; 2) monitor the effectiveness of the Agreement; and 3) identify opportunities to improve efficiency and work execution.

### **SECTION 2. COMPOSITION**

The LAC will be co-chaired by the President of the Council or his designee, and designated official of the General Contractor. It will be comprised of representatives of the signatory Unions and Contractors on the Project.

## **ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE**

### **SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES**

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

#### Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the General Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing, by the General Contractor, as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BTC, the involved Contractor, and the General Contractor shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants), to the next available arbitrator of the panel of arbitrators consisting of J.J. Pierson Jr., Esq., Andy Douglas, Esq. and Richard K. Hanft, Esq., who shall serve as arbitrator under this expedited procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the arbitrator. The decision of the arbitrator shall be final and binding on the involved Contractor, Local Union and employees, and the fees and expenses of such arbitrator shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the General Contractor, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

## **SECTION 2. LIMITATION AS TO RETROACTIVITY**



No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the General Contractor and the involved Contractor and Local Union.

### **SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR**

The General Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at the General Contractor's election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

## **ARTICLE 10 - JURISDICTIONAL DISPUTES**

### **SECTION 1. NO DISRUPTIONS**

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractors. No jurisdictional dispute shall excuse a violation of Article 7.

### **SECTION 2. ASSIGNMENT**

A. There shall be a mandatory pre-job markup / assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the General Contractor and/or the CM, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued but not later than 30 days prior to the start of the Project.

B. All Project construction work assignments shall be made by the Contractor according to the criteria set forth in Section 3, Subsection D 1-3.

C. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved. Claims of a change of original assignment shall be processed in accordance with Article I of the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan").

D. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator Andy Douglas or Arbitrator Richard K. Hanft and submit the dispute directly to the selected arbitrator. The selected arbitrator shall determine whether the case requires a hearing or may be decided upon written submissions. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:

1. The Contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular Union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Agreement for the Contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

2. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.

a. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible Contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

b. Starting of work by a trade without a specific assignment by an authorized representative of the responsible Contractor shall not be considered an original assignment to that trade, provided that the responsible Contractor, or his authorized representative, promptly, and, in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

### **SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES**

A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International the dispute in writing to the Administrator of the Plan within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules of the Plan.

B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated arbitrators: Arbitrator J.J. Pierson, Arbitrator Richard Hanft or Arbitrator Andy Douglas to hear all unresolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three arbitrators is available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator.

D. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan as described in paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator Richard Hanft or Arbitrator Andy Douglas to hear the dispute and shall submit the dispute directly to the selected arbitrator. The time limits for submission and processing disputes shall be the same as provided elsewhere in this Section. The selected arbitrator shall schedule the hearing within seven business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven day time limit. In rendering his decision, the arbitrator shall determine:

1. First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;

2. Only if the arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.

3. Only if none of the above criteria is found to exist, the arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The arbitrator's decision shall only apply to the job in dispute.

Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the arbitrator shall be borne by the losing party or parties as determined by the arbitrator.

E. The arbitrator shall render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.

F. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.

G. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

#### **SECTION 4. AWARD**

Any award rendered pursuant to this Article and the Plan shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only and may be enforced in accordance with the provisions of Article VII of the Plan. Any award rendered pursuant to the alternate procedures of this Article shall be final and binding on the disputing Local Unions and the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

#### **SECTION 5. LIMITATIONS**

The arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

#### **SECTION 6. NO INTERFERENCE WITH WORK**

A. There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractors until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. Any claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.

B. In the event a Union alleged to have engaged in an impediment to job progress is

an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute shall mutually select one of the three arbitrators designated in this Article to hear the dispute. The selected arbitrator shall schedule the hearing within two business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other arbitrators shall be selected by the parties to hear the case unless all parties to the dispute agree to waive the two day time limit. The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The arbitrator may order cessation of the violation of this Section and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the arbitrator shall be borne by the losing party or parties as determined by the arbitrator.

## **ARTICLE 11 - WAGES AND BENEFITS**

### **SECTION 1. CLASSIFICATION AND BASE HOURLY RATE**

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached CBAs. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from the CBAs. Parties to such agreements shall be the General Contractor, the Contractor involved, the involved Local Unions and the BTC. As Owner is a New Jersey public entity, the parties agree and understand that all work performed on the project is subject to the then-current Prevailing Wage rates established by the State of New Jersey, Department of Labor and Workforce Development.

## **SECTION 2. EMPLOYEE BENEFIT FUNDS**

A. Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate CBA. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.

B. Contractors agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.

C. Should any contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the subcontractor such disputed amount from the next advance, or installment payment for work performed and the amount claimed and owed will be paid within thirty (30) days after receipt of the notification by the General Contractor, if not paid prior to said date by the delinquent contractor/subcontractor.

## **ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS**

### **SECTION 1. WORK WEEK AND WORK DAY**

A. The standard work week shall consist of 40 hours of work at straight time rates on the following schedule:

1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.

If workers on the Project are unable to perform assigned tasks during the normal work week as a result of severe weather or other factor outside the control of the Parties, Contractors may designate a Saturday "make up day" for the performance of such tasks, subject to the prevailing wage rate designated by the New Jersey Commissioner of Labor.

B. The Day Shift shall commence between the hours of 7:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 7:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractors.

C. Scheduling - Contractors shall schedule a five-day work week. Contractors shall also have the option to set the work day hours consistent with Project requirements, the Project schedule, and minimization of interference with school operations traffic flow. When conditions beyond the control of the Contractors, such as severe weather, power failure, fire or natural disaster, prevent the performance of Project work on a regularly scheduled work day, Contractors may, with mutual agreement of the Local Union on a craft-by-craft basis, schedule alternate work schedules and days, subject to the terms of this Agreement, the established project schedule and any applicable CBA; providing the employees involved work a total of 40 hours or less during that work week.

D. Notice – Contractor shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

## **SECTION 2. OVERTIME**

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable CBA. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. Contractors shall have the right to schedule work so as to minimize overtime.



**SECTION 3. SHIFTS**

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with school operations. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior approval of the General Contractor and must be scheduled with not less than five work days notice to the Local Union.

B. Second/Shift - The second shift (starting between 2 p.m. and 8p.m.) shall consist of 8 hours work (or 10 hours of work) for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.

C. Flexible Starting Times – Shift starting times will be adjusted by Contractors as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.

D. It is agreed that when project circumstances require a deviation from the above shifts, the involved Unions and Contractors shall adjust the starting times of the above shifts or establish shifts which meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

**SECTION 4. HOLIDAYS**

A. Schedule - There shall be 8 recognized holidays on the Project:

- |                |                  |
|----------------|------------------|
| New Years Day  | Labor Day        |
| Presidents Day | Veterans Day     |
| Memorial Day   | Thanksgiving Day |
| Fourth of July | Christmas Day    |

\*Work shall be scheduled on Good Friday pursuant to the craft's

CBA.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable CBA.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed except in Presidential Election years when Election Day is a recognized holiday.

## **SECTION 5. REPORTING PAY**

A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A. The Parties agree that the payment of "show up" time is not applicable if an employee refuses to perform his or her assigned tasks, except when TCNJ and the union mutually agree that a condition exists that would prevent the employee from safely performing such tasks.

B. When an employee, who has completed their scheduled shift and left the Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable CBA.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of a Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement and except where an applicable CBA requires a full weeks pay for forepersons.

## **SECTION 6. PAYMENT OF WAGES**

A. Payday - Payment shall be made by check, drawn on an FDIC-regulated and insured bank with branches located within commuting distance of the job site. Paychecks shall be issued by Contractors at the job site by 10 a.m. on Thursdays unless stated in the local CBA. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

B. Termination-Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

## **SECTION 7. EMERGENCY WORK SUSPENSION**

A Contractor may, if considered necessary for the protection of life and /or safety of employees or others, or as directed by the Owner in accordance with the Project Documents, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor request that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

## **SECTION 8. INJURY/DISABILITY**

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall received no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

## **SECTION 9. TIME KEEPING**

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

## **SECTION 10. MEAL PERIOD**

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3<sup>rd</sup> and 5<sup>th</sup> hour of the scheduled shift. A Contractor may, for efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable CBA.

## **SECTION 11. BREAK PERIODS**

There may be rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Local area practice will prevail for coffee breaks that are not organized.

## **ARTICLE 13 - APPRENTICES**

### **SECTION 1. RATIOS**

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Subject to the prevailing wage rate designated by the New Jersey Department of Labor and Workforce Development, Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed

the local CBA of the work force by craft. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate CBA.

## **SECTION 2. DEPARTMENT OF LABOR**

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New Jersey State and Federal Departments of Labor to ensure that minorities, women, or economically disadvantaged are afforded opportunities to participate in apprenticeship programs which result in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, a goal of 25% of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor request for minority, women or economically disadvantaged referrals to meet this Contractor effort.

## **ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY**

### **SECTION 1. SAFETY REQUIREMENTS**

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

### **SECTION 2. CONTRACTOR RULES**

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by Contractors for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

**SECTION 3. INSPECTIONS**

Contractors retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

**ARTICLE 15 - NO DISCRIMINATION**

**SECTION 1. COOPERATIVE EFFORTS**

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures maybe established by Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

**SECTION 2. LANGUAGE OF AGREEMENT**

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

**ARTICLE 16 - GENERAL TERMS**

**SECTION 1. PROJECT RULES**

Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

## **SECTION 2. TOOLS OF THE TRADES**

The welding/cutting torch and chain fall, are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

## **SECTION 3. SUPERVISION**

Employees shall work under the supervision of the craft foreperson or general foreperson.

## **SECTION 4. TEMPORARY SERVICES**

Unless there is active work ongoing at the Project, there shall be no requirement to man any aspect of the Project solely because: (a) safety lights, temporary heat, temporary ground heaters and pumps are left on during off-hours; or (b) equipment is charging during off-hours. Where there is active work ongoing at the Project during off-hours, temporary services shall be performed by trades employees assigned to other construction duties on the shift, within their trade jurisdiction.

If it is found that OSHA or New Jersey State regulations require a different manning of temporary or permanent heat, light, or power, those regulations will be complied with.

## **SECTION 5. FULL WORK DAY**

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

## **SECTION 6. COOPERATION**

The Contractor and the Unions will cooperate in seeking any NJS Department of Labor approvals that may be required for implementation of any terms of this Agreement.

## **ARTICLE 17 - SAVINGS AND SEPARABILITY**

### **SECTION 1. THIS AGREEMENT**

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

### **SECTION 2. THE BID SPECIFICATIONS**

In the event that the General Contractor's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in constructions where the Contractor voluntarily accepts the Agreement. The parties will enter in to negotiations as to modifications to the Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.



### **SECTION 3. NON-LIABILITY**

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, any Contractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

### **SECTION 4. NON-WAIVER**

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

### **SECTION 5. GOVERNING LAW**

A. The parties to this Agreement shall comply with all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal laws, rules, ordinances, regulations and codes and all Board policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. Contractors and Employees specifically agree and understand that all work on the Project is subject to established and approved Owner policies and procedures, including, but not limited to, the Board of Education Harassment, Intimidation and Bullying Policy, #5512. All policies are available on the Owner's website. The parties to this Agreement shall, without limitation of the aforementioned, comply with: (a) the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA); (b) the confidentiality requirements of N.J.A.C. 6A:32-7.1 et seq., and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and implementing regulations at 34 CFR Part 99; (c) the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990; and (d) the Equal Employment directives of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq. and N.J.A.C. 6A:7-1 et seq.

B. **Pursuant to P.L. 2018, c.5, the parties warrant that to the best of its/their knowledge, no Employee working under this Agreement which is, or could be, assigned to the District's schools or have regular contact with students have ever been the**

**subject of a substantiated complaint of child abuse or sexual misconduct in any prior school district in which the employee or staff member was assigned or employed. The Parties further warrants that, as required by P.L. 2018, c.5, it has collected from its employees all documentation required by law, including a list of the staff member's prior places of employment and an affirmative statement from the employee/applicant that he/she has never been the subject of a substantiated complaint of child abuse or sexual misconduct.**

## **ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS**

### **SECTION 1. CHANGES TO AREA CONTRACTS**

A. CBAs shall continue to be in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for the CBAs notify the General Contractor in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into the CBAs will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into CBAs of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

### **SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS**

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there be any lock-out affecting the Project by any Local Unions during the course of such renegotiations.

**ARTICLE 19 HELMETS TO HARDHATS**

The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Employers and Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed and effective as of the 14th day of January 2019, .

**Ewing Township Board of Education**

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Dennis J. Nettleton, CPA, RSBA,SFO  
School Board Administrator/Board Secretary

**MERCER/BURLINGTON BUILDING & CONSTRUCTION TRADES COUNCIL**

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Wayne P. DeAngelo, President  
Mercer/Burlington Building & Construction Trades Council

**General Contractor or Project Management Firm**

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## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. The following Supplementary General Conditions supplement, modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, 2017 ("**General Conditions**"). Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect. These Supplementary General Conditions take precedence over any conflicting provisions in the General Conditions.
- B. Refer to other Sections in Division 1 "General Requirements" for additional modifications, deletions and additions to the "General Conditions of the Contract for Construction."

#### 1.2 ARTICLE 2 OWNER

- A. Supplement Paragraph 2.2 "Evidence of the Owner's Financial Arrangements", as follows:

2.2.1 The Architect will furnish the successful Contractor, the following number of sets of drawings and specifications, signed and sealed for purposes of obtaining NJ Uniform Construction Plan Review by the Municipal Construction Official having jurisdiction over the project to obtain Construction Permits.

##### **Single Overall Contract          6 Sets**

- .1 Additional copies can be provided upon request in writing to the Architect at the Architect's reproduction costs.

#### 1.3 ARTICLE 3 CONTRACTOR

- A. Supplement Paragraph 3.3.1 "Supervision and Construction Document Procedures", as follows:

.4 The Contractor shall provide a qualified full-time staff member or members to manage the project. THIS PROJECT MANAGER shall coordinate, organize and manage the project from the Contractor's main office and oversee the shop drawing process signing off for quality assurance and conformance with the Contract Documents on each shop drawing. The Project Manager shall be subject to the approval of the Owner and Architect who at all times have the right to require the Contractor to replace this Project Manager if they fail to perform in the Owner's sole opinion.

- .1 The Project Manager shall conduct an onsite meeting at least once a week with the construction superintendent and all other Prime and/or

Subcontractors in attendance to coordinate the project and review the schedule. The Project Manager shall provide a meeting agenda and issue minutes within four (4) working days of each meeting.

.5 The Contractor shall provide a qualified full-time staff member or members to manage the project on site. THIS CONSTRUCTION SUPERINTENDENT shall coordinate, organize and manage the project from the Contractor's on-site field office and oversee their own work and the work of their Subcontractors. Should the Prime Contractor be responsible for multiple projects at different sites, or multiple locations on one large site, then the Contractor shall provide a separate qualified Superintendent for each of the projects or locations. This determination shall be made by and subject to the approval of the Owner and Architect who at all times may require additional manpower. The Superintendent shall be responsible for onsite safety, quality assurance, conformance with the Contract Documents and perform coordination with all on site construction personnel and/or Subcontractors. The Construction Superintendent shall be subject to the approval of the Owner and Architect who at all times have the right to require the Contractor to replace this Construction Superintendent if they fail to perform.

.6 The other Subcontractor's shall also have a designated Superintendent and/or Foreman who will at all times be subject to the approval of the Owner and Architect. The Owner and Architect reserves the right to require the Contractor to replace the Superintendent and/or Foreman if, in the opinion of the Owner and Architect, the Superintendent and/or Foreman is not performing satisfactorily.

B. Supplement Paragraph 3.4 "Labor and Materials", as follows:

3.4.4 The Contractor must provide suitable storage facilities at the site for the proper protection and safe storage of his/her materials. Such storage facilities must be approved in advance in writing by the Architect.

.1 All materials delivered to the premises which are to form a part of the work are to be considered the property of the Owner and must not be removed without the Architect's consent; but the Contractor shall remove all surplus materials upon completion of each phase of the work and as directed by the Architect.

.2 When any room is used as a shop, storeroom, etc., during the progress of the work, the Contractor making use of the space will be responsible for any repairs, patching, or cleaning arising from such use. Prior approval of Architect for use of such areas is mandatory.

.3 Not later than seven (7) days from the Notice to Proceed, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the Specifications Divisions 1-16, and if applicable, the installing Subcontractor's name.

.4 The Owner has a Visitor Management System (e.g. LobbyGuard or T-Pass). All employees of the Contractor and any Subcontractor will be required to schedule an appointment and obtain a photo ID issued by the Visitor Management system

prior to work in or on any district building. There will be no exceptions and zero tolerance to this requirement. Please note that the Contractor must provide a badge holder that to which the Visitor Management ID can be applied for each person.

C. Supplement Paragraph 3.12 "Shop Drawings, Product Data and Samples", as follows:

3.12.11 Contractor shall provide separate submittals for each Project with reference to Architect's Project Number. Contractor shall, within ten (10) working days from the issue date of the Notice of Award, forward to the Architect a written submittal log including all of the following information:

- .1 A list of all required submission items grouped by technical section division number as set forth in the specifications,
- .2 If in variance with the Milestone Dates Specified in Section 1:01800, the dates upon which each submission will be made by the contractor and the date by which the contractor expects same to be returned to him/her by the Architect, allowing a reasonable time for review,
- .3 Critical items and long lead items shall be so noted on the log,
- .4 A sequence of submissions reasonably based upon the expected progress of the Project.
- .5 Submittals will be mandatory and shall meet time requirements established in other sections of the Contract Documents.
- .6 The Contractor shall complete the entire submission process as soon as possible but in no event later than the time set forth in Section 1:01800 after the Notice of Award. Exceptions may be made if so noted on the submission log, with good reason, and subject to the Architect's approval.
- .7 Omission of any required submittal item from the log does not relieve the Contractor of his/her obligation to make timely submissions of same. The Contractor shall keep their his/her submission log up to date at all times. He/She will provide an updated copy to the Architect, at any time, upon request.

3.12.12 All project submittals are to be complete and provide all information required by the Contract Documents including, but not limited to, model numbers, applicable technical requirements, selected features, color, finish, and other options. Improperly prepared submittals sent to the Architect will be returned without action. The Contractor is responsible to field verify all dimension and conditions effecting the preparation of submittals and the Work.

3.12.13 Submittals provided by the Contractor on behalf of subcontractors and suppliers must be reviewed for completeness and approved by the Contractor prior to

submitting same to the Architect. The Contractor will be solely responsible for improperly prepared submittals.

3.12.14 Submittals are to be provided to the Architect consistent with the sequence of the proposed Work.

3.12.15 All fabricated work shall require shop drawings.

3.12.16 Submittal Procedures: The Contractor's failure to follow proper procedures for submittals constitutes grounds for withholding of payments until such time as the Contractor is in compliance. Proper submittal procedures include all of those set forth elsewhere in this specification including the following:

- .1 Failure to adhere to deadlines for completion of submittals and record/resubmittals.
- .2 Failure to provide submittals in good order as required by the Contract Documents.
- .3 Failure to provide submittals in relationship to the progress of the work.
- .4 Performance of work or part of the work, without complete approved submittals.

3.12.17 Architect / Engineer's actions for submittals shall be as follows:

- .1 Submittals returned to the Contractor marked "Approved" allow the Contractor to proceed with the work.
- .2 Submittals returned to the Contractor "Approved As Noted; "Resubmit For Record:"
  - .1 The Contractor may proceed with work, however noted items by the Architect / Engineer (or any affected portion of the submittal), must be corrected and resubmitted to the Architect's office within ten (10) working days of Contractor's receipt of the original submittal. Final acceptance of all work is subject to the Contractor's compliance with requirements of the Contract Documents.
  - .3 Submittals returned marked "Returned for Corrections" require the Contractor to resubmit corrected or alternate data in accordance with the corrections indicated.
    - .1 The originals of the reproducible transparencies marked "Returned for Corrections" shall be corrected until approval is obtained. The Contractor shall provide such number of prints of transparencies marked "Approved" as required for the expeditious execution of the work.
- .4 Submittals returned marked "No Action Taken:"



- .1 The Contractor may not proceed with the work. The Architect / Engineer will not review submittals so marked until the Contractor has properly completed the submittal or corrected the reasons stated thereon.
- .2 Reasons for "No Action Taken" on a submittal include, but are not limited to the Contractor's failure to:
  - .1 Submit an approved sub-contractor or supplier.
  - .2 Indicate job specific product data such as catalog number, size, type or material on each submittal.
  - .3 Submit complete data, test reports or similar information, as required by the Contract Documents.
  - .4 Obtain prior approval for substitution.
  - .5 Submit documents in a legible or orderly fashion.
  - .6 Adhere to any submittal requirements set forth in the Contract Documents.
  - .7 Submit only submittals which are called for in the Contract Documents, other submittals will not be reviewed by the Architect / Engineer.
- .5 Shop drawing submittals and color selection approvals by the Architect:
  - .1 The Contractor shall submit all shop drawing submittals within the specified time stipulated in contract documents.
  - .2 The Architect / Engineer shall release/ return to the Contractor the approved color selections to coincide with the approved Milestone Schedule/ Project Phasing if more than one construction phase is identified in Section 01800.
- .6 Long Lead Items:
  - .1 In addition to and concurrent with the submission of the "Schedule of Values", Contractor shall submit a list of all materials, equipment or components which are anticipated to require more than four weeks delivery, together with scheduled ordering and delivery time table.
  - .2 This will be discussed and reviewed regularly at the job meetings.
  - .3 Upon request by the Architect / Engineer, the Contractor shall be prepared to produce evidence of having placed orders for specific materials, equipment and components.
- .7 The Contractor will not be entitled to receive payment or Work performed by the Contractor for which submittals were required to be submitted for review

and approval by the Architect. All Work installed in variance with the Contract Documents will be rejected.

### 3.12.18 Request for Substitutions:

- .1 Unless otherwise indicated in the Contract Documents, substitutions may be considered after the award of Contracts. Subsequent requests will be considered only when, through no fault of the Contractor, none of the specified products are available.
- .2 Submission of request for substitution shall constitute a representation by the Contractor that he/she:
  - .1 Has investigated the proposed product and determined that it is equal to or better than the specified product.
  - .2 Will provide the same variety for the proposed product as for the specified product.
  - .3 Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including:
    - .1 Re-design.
    - .2 Additional components and capacity required by other work affected by the change.
    - .3 Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
- .3 Substitutions will not be considered when acceptance would require substantial revision of the contract documents.
- .4 Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without separate written request.
- .5 Substitution requests will not be considered when submitted directly by subcontractor or supplier.
- .6 When the proposed substitution is not accepted, Contractor(s) must provide the product (or one of the products, as the case may be) specified.
- .7 The Contractor will be notified in writing within a reasonable time, verbal acceptance will not be valid.
- .8 Acceptable substitutions will be added to the contract documents by appropriate modifications.

- .9 Requests for substitution will be reviewed by the Architect upon receipt of all the information requested in the following paragraph. Failure to provide the required information shall be cause for rejection of substitution request.
- .10 Submittal for Substitutions:
  - .1 The Contractor shall begin the submission process as soon as possible after the Notice to Proceed, but in no event later than fifteen (15) working days after Notice to Proceed.
  - .2 The Contractor shall sequence and time his/her submissions in a reasonable and orderly fashion. He/She will allow for sufficient time for the Architect's review as well as the transmission of same amongst all project participants.
  - .3 In the case of color selections, the Contractor is responsible for the completion of all required and related submissions, including samples, prior to the Owner's selection of colors. Exceptions can be made for certain long lead items so identified on the submittal log.
  - .4 The Contractor shall complete the entire submission process as soon as possible but in no event later than thirty (30) calendar days after Notice to Proceed.
    - .1 Exceptions may be made if so noted on the submission log, with good reason, and subject to the Architect's / Engineer's approval.
    - .2 Upon receipt by the Architect, he/she will review same and advise the Contractor if the log is acceptable.
    - .3 At no time will the Contractor unduly burden the Architect / Engineer with excessive or unreasonable submittals made at one time.
    - .4 An advertent omission of any required submittal item from the log does not relieve the Contractor of his/her obligation to make timely submissions of same. The Contractor shall keep his/her submission log up to date at all times. He/She will provide an updated copy to the Architect, at any time, upon request.
  - .5 Submit three (3) copies of requests for substitutions, fully identified for product, material or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Submit the following:
    - .1 Complete product data, drawings, and descriptions of materials and methods where applicable. Provide manufacturer's name and address, trade name, and model number of product (if applicable), and name of fabricator or supplier (if applicable).
    - .2 Samples where applicable or requested.

- .3 Detailed comparison of significant qualities (size, weight, durability, performance and similar characteristics, and including visual effect where applicable) for proposed substitution in comparison with original requirements.
- .4 List, with addresses, of three (3) projects where proposed substitution has been used previously and successfully in a similar application.
- .5 Coordination information indicating every required change in every other element of the work which is affected by substitution, extended to include work by Owner and separate contractors.
- .6 A complete statement of effect substitution will have upon schedule of the work, including its effect (if any) on Contract Time (in comparison with compliance with requirements without approval of proposed substitution).
- .7 Cost information, including a proposal of net change in Contract Sum (if any).
- .8 Certification by Contractor to the effect that, in his/her opinion and after his/her thorough evaluation, proposed substitution will result in total work which is equal to or better than the work originally required by contract documents, in every respect of significance except as specifically stated in certification; and that it will perform adequately in application indicated, regardless of equality and exceptions thereto.
- .9 Include in certification, Contractor's waiver of rights to additional payment and time which may subsequently be necessitated, by failure of substitution to perform adequately and for required work to make corrections thereof.

3.12.19 Approval of Substitutions:

- .1 Requests for substitution(s) will be reviewed for compliance with the specifications based upon the data provided by the Contractor. Approval or rejection will be based on samples, technical data and other items submitted and will be reviewed once and only once for each such request.
- .2 Change Order Form: Submit requests for substitution(s) which propose a change in either the Contract Sum or Contract Time by procedures required for change order proposals.

D. Supplement Paragraph 3.13 "Use of Site", as follows:

3.13.1 Protective fencing shall be at least 6 feet high. Fencing must have lockable gates. Owner will provide their locks to be "daisy chained" to Contractor's locks. Fencing must be labeled at minimum hundred foot increments "CONSTRUCTION SITE - KEEP OUT".

E. Supplement Paragraph 3.16 "Access to Work", as follows:

3.16.1 The Contractor shall promptly notify the Architect/Engineer/Construction Manger and Owner of the presence of hazardous conditions at the site, including the start of hazardous operations or the discovery or exposure of hazardous substances.

.1 Contractor shall be responsible for snow plowing and snow removal as required to maintain access/egress to construction area.

.2 Contractor shall keep only necessary equipment on site and shall cooperate with the Owner regarding location of stored material. Space is at a premium for this project and Contractor must plan accordingly.

.3 The Contractor is to maintain reasonable access to site for structural steel erection including crane, steel deliveries, etc. Structural Steel Contractor will be responsible to coordinate requirements with the Contractor a minimum of 21 days prior to deliveries."

#### **1.4 ARTICLE 4 ARCHITECT**

A. Supplement Paragraph 4.2.1 "Administration of the Contract" as follows:

.1 The Owner has hired a Construction Manager to provide onsite Project Management services. The Construction Manager will be the Owner's Representative for this Project. The Construction Manager and the Architect will share administration duties, which will be delineated at the Pre-construction meeting. The Construction Manager will essentially be the single point of contact, defer to the Contractors for means and methods and will defer to the Architect for final clarifications and determinations of disputes, design issues, and aesthetics."

#### **1.5 ARTICLE 5 SUBCONTRACTORS**

A. 5.2.1 In Line 2, delete: "within 30 days after award of the Contract,"

#### **1.6 ARTICLE 9 PAYMENTS AND COMPLETION**

A. Supplement Paragraph 9.2.1 "Schedule of Values" as follows:

.1.8.1 The Punch List Value must be at least 1% of the Contract Value.

.1.11 Value for any Specified Testing or Contractor Provided Inspection Services,

.1.12 Daily Cleanup Value,

.1.13 Value for Equipment Startup and Testing,

.1.14 Value for Owner's Attic Stock,

.1.15 Safety Protections.

B. Supplement Paragraph 9.2 "Schedule of Values" as follows:

9.2.2 Immediately after Award of Contract, the Contractor shall prepare and submit a Schedule of Values, breaking down all Work by type and Trade. Each scheduled value line item shall be for material and labor for each entity of Work.

9.2.3 Project soft costs including, but not limited to, bond, insurance, mobilization, supervision, submittals, punch-list, training, as-built drawings and close-out documents, shall be indicated in separate line items.

9.2.4. Project Allowances: Include all project allowance(s) at the end of the schedule of values to allow subsequent draw-down when authorized in writing by the Architect.

9.2.5 When an advertisement for bid has included multiple buildings in a single project, the Contractor shall submit separate Schedule of Values for each building.

9.2.6 Unless printed invoices are provided by the Contractor from Insurance and Bonding Companies for which payment is being requested, a maximum of one and one half (1-1/2%) of the total cost of the awarded Contract Amount will be allowed.

C. Supplement Paragraph 9.6 "Progress Payments" as follows:

9.6.9 Unless indicated otherwise in the contract documents, pursuant to N.J.S.A.18A:18-40.3, If the contractor does have a performance bond, 2% of the amount due on each partial payment shall be withheld by the board of education when the outstanding balance of the contract exceeds \$500,000, and 5% of the amount due on each partial payment shall be withheld by the board of education when the outstanding balance of the contract is \$500,000 or less, until final completion and acceptance of all work covered by the Contract, including the completion of all corrective or punch list items.

9.6.10 Final payment will be made provided the work has been completed, the contract fully performed and a final certificate for payment has been issued by the Architect.

9.6.11 As required by N.J.S.A. 2A:30A-1, this is to inform you that as a governmental entity, the School District may require longer to make payment than 30 calendar days after receipt of your billing. Payment will be made within 30 days of receipt of the application for payment unless a vote of authorization by the Board is required. As provided by law, payments that require a vote of authorization may be certified at the next scheduled public meeting and paid during the next subsequent payment cycle.

9.6.12 The Architect shall review applications and certifications for payment submitted by the Contractor which have been signed and certified as required by the Contract Documents. By submitting an application and certification for payment, the Contractor is representing that it has verified that all Work for which payment is being requested, has been completed in accordance with all the requirements of the Contract Documents.

9.6.13 The Architect's approval of the Contractor's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Contractor's Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, and, based on periodic on-site observations, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The Architect is not responsible to provide continuous observation of the Work.

D. Supplement Paragraph 9.8.1.2 "Substantial Completion", as follows:

.4 Substantial Completion also requires the following: That all systems and equipment included in the Work are operational as designed and scheduled; that preliminary air balancing reports (where applicable) have been submitted and reviewed by the Architect / Engineer and, if required, by the Authority Having Jurisdiction; completion of Owner Training.

## **1.7 ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

A. Supplement Paragraph 10.1 "Safety Precautions and Programs", as follows:

10.1.1 The proper execution of the required safety provisions is directly related to the general condition safety line item on the schedule of values. The failure to provide a competent person on site to properly identify and take immediate corrective action may result in deductions to the general condition safety line item of the schedule of values.

10.1.2 Contractor shall supply proper equipment and crew sizes as necessary to safely complete the work.

10.1.3 Contractor shall provide documented safety training for each of their employees and subcontractor's employees no later than the first day they arrive on site. The training shall be documented and signed by the trainer and employee.

10.1.4 The Contractor shall be responsible for providing and maintaining all temporary emergency egress routes. The Contractor shall obtain the approval of the Building and Fire Departments for all temporary emergency egress routes. General Contractor to provide for fire separation walls between occupied areas as required by local officials.

10.1.5 Contractor shall provide, relocate and /or maintain barricades, signage, provide flagmen etc. as necessary to ensure public safety and safe egress. Contractor to provide, maintain, relocate and remove in coordination with Construction Manager, the perimeter security fence.

10.1.6 Contractor shall submit to Construction Manager, all MSDS sheets and shall cooperate in the posting of all required notifications relative to the use of hazardous substances on the property. Contractor to comply with NJ Law regarding the use or storage of hazardous substances in Schools. MSDS sheets shall be posted prior to product being delivered to site.

10.1.7 For the safety of occupants, staff, and the public, the steel erection must be scheduled and coordinated with the Owner and Construction Manager. Swinging of steel and crane boom over occupied space will not be allowed. Steel contractor shall provide additional barricades and fencing around his crane and steel at all times.

10.1.8 Contractor shall maintain and submit a complete copy of the written safety plan, logs, diaries, plans and programs on site for the project files.

10.1.9 The Contractor shall provide a third-party Insurance Safety Site Inspection Report monthly and remedy all issues promptly.

10.1.10 The speed limit within the project property is 5MPH. Contractor employees operating vehicles in excess of the speed limit or in any otherwise unsafe manner will be directed to leave the site and will not be permitted to return.

10.1.11 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits under the Contractor's control shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site. Contractor will comply with all reasonable requests of the Owner and Construction Manager with respect to additional security and protections required for work interfacing with School Operations. Safety is of utmost importance on this project and all issues relative to safety and protection of the School, Staff and Students will be treated as emergency needs and will not be subject to the 7-day notice requirements of Article 14.

10.1.12 The Contractor shall remove snow or ice which may accumulate on the site within areas under his control which might result in damage or delay.

B. Supplement Paragraph 10.2 "Safety of Persons and Property", as follows:

10.2.1.5 The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner and Contractor, whether forming part of the Work, located within those areas of the Project to which the Contractor has access. Whenever unattended, including nights and weekends, mobile equipment and operable machinery shall be kept locked and made inoperable and immovable.

10.2.1.6 Neither the Owner, Architect or Construction Manager shall be responsible for providing a safe working place for the Contractor, the Subcontractors or their employees, or any individual responsible to them for the work.

10.2.1.7 When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Work as necessary from injury or any cause.

10.2.2.1 The Contractor must fully comply with the job safety requirements in addition to all Federal, State and Local safety guidelines. All cost associated with complying with



all safety requirements shall be included in each contractor's base bid.

10.2.2.2 Contractor's safety representative shall perform a daily safety inspection walk through to ensure that all requirements of the OSHA Standards, Fire Protection Standards and Safe Work Practices are being with and/or corrected. The responsibility of the Contractor is to provide a safe and healthy work environment for construction personnel, Owner's personnel and representative, and the public.

10.2.2.3 Upon written receipt of safety concerns and /or issues, the Contractor shall respond in writing addressing how the safety concerns or issues were resolved. The Construction Manager shall be copied on all safety-related correspondence.

10.2.2.4 The Contractor's response and compliance with correction of deficiencies noted in the safety concerns notice issued by the Authority having jurisdiction is mandatory. Failure to comply will be grounds for withholding of progress payments until the conditions are acceptable to O.S.H.A or Authority having local jurisdiction.

10.2.2.5 The Contractor shall submit to Construction Manager, a copy of all licenses (welding, power nailer, asbestos, etc.) as required by applicable agencies.

10.2.2.6 Contractor shall have all required personal protective equipment and materials available for use by each employee as required by Federal, State and Local guidelines.

10.2.2.7 The Contractor shall supply (2) two OSHA approved means of access/egress to each floor and roof for the course of the entire project for use by all applicable parties. The Contractor shall erect and maintain OSHA approved pedestrian walking bridges, for emergency access/egress and as necessary to protect personnel from overhead work.

10.2.2.8 Contractor shall provide OSHA approved pedestrian walking bridges as necessary (determined by CONSTRUCTION MANAGER) to protect against overhead hazards.

10.2.2.9 Notify Construction Manager, immediately upon arrival of OSHA to the site.

10.2.2.10 Contractor must submit an acceptable OSHA compliant site specific written safety plan to Construction Manager, for the project files within fourteen (14) days from the notice to proceed or prior to mobilizing on site, which ever comes first. The written safety plan shall include (as applicable to their work) but is not limited to the following:

- .1 Full time no smoking policy or alcohol use is allowed on the project. Any worker found violating these restrictions, or being belligerent, will be subject to removal from the site. (Contractors shall post required signs).
- .2 Full time hard hat policy (identifying hard hats shall be worn at all times).
- .3 Site specific emergency action plan with contractor phone numbers, active 24 hours a day, 7 days a week.
- .4 Competent on site safety representative, named and active (Provide alternate)
- .5 Scaffold erection plan, including a log of daily inspections.
- .6 Full time fall protection plan for exposures over 6'-0".

- .7 Job site signage plan (Perimeter fence warning signs posted 50'-0" o/c.
- .8 First aid and CPR provisions.
- .9 OSHA 200 log and Job Safety and Health Protection poster.
- .10 Daily clean up.
- .11 Hazard Communication Program with MSDS logged and maintained.
- .12 Hazard Communication program.
- .13 Daily diary of work, issues, and incident, etc.
- .14 Sheeting, shoring and excavations protection line.
- .15 GFI safety program.
- .16 Hazardous Energy Control Lock out tag out program.
- .17 Required safety clothes; Eye & ear protection, respirators, boots, belts, gloves etc. as appropriate to their work requirement.
- .18 Fire Extinguishers.
- .19 Removal guard rail and protection at material loading areas, 200lb force minimum requirement.
- .20 All stairs and platforms must have railings, 200lb force minimum requirement. Stair pains and landings must be filled prior to their use.
- .21 Daily inspection of tools and equipment; verify safety devises are operational.
- .22 Ladder usage plan.
- .23 Weekly tool box meetings, documented and signed by each employee
- .24 Temporary heat procedures.

10.2.2.11 The Contractor shall conform to requirements of OSHA, the Construction Safety Code of the State Department of Labor and those of the AGC Manual. The requirements of the New Jersey and Local Building Construction Codes shall apply where there are equal to or more restrictive than the requirements of the Federal Act.

10.2.3.1 Contractor will comply with all reasonable requests of the Owner and Construction Manager with respect to additional security and protections required for work interfacing with Facility Operations. Safety is of utmost importance on this project and all issues relative to safety and protection of the Facility, Staff and Occupants will be treated as emergency needs and will not be subject to the 7-day notice requirements of Article 14.

- .1 The Contractor to provide, maintain, relocate and remove in coordination with Construction Manager, a 6' high, perimeter security fence. Fence will surround the building and proposed parking areas and will have signage attached at 100' intervals advising "Construction Area - Please Keep Out". General Contractor to be responsible for opening and securing site each day.
- .2 Orange safety fencing will be installed around the entire area of any and all earthwork, excavations, etc. and will be maintained until the work is complete.
- .3 This is a hard hat job. Identifying hard hats shall be worn at all times.
- .4 Hot work permits will be issued by foreman for all activities involving open flames.

10.2.3.2 Contractor shall maintain all egress routes throughout building. Contractor shall post exit signs as coordinated with Construction Manager. Contractor shall

provide wall hung fire extinguishers throughout building as deemed necessary by Construction Manager and Fire Officials.

10.2.3.3 Contractor, Subcontractor, Vender, etc. should enforce a full time no smoking or alcohol use policy for all employees during the entire course of the project. Any worker found violating these reflections, or being belligerent, will be subject to removal from the site.

.1 Contractor is required to follow and enforce the work rules set forth below. Failure to comply with or enforce any of these rules will be grounds for suspension and/or termination of this Contract:

.1 No use of alcoholic beverages prior to or during working hours. Anyone found impaired will be escorted from the Project site.

.2 No use of illegal drugs or prescription medications which could induce drowsiness or otherwise impair perception or performance. Use of illegal drugs may result in prosecution to the fullest extent of the law. Any warning associated with use of prescription drugs must be complied with, particularly warning against operation of machinery and equipment.

.3 No horseplay or rough-housing will be allowed.

.4 No sexual, racial, or ethnic harassment, or similar conduct will be tolerated.

.5 All employees shall use proper sanitation habits including use of toilet facilities and garbage cans.

.6 All employees shall dress in clothing appropriate for the work they are to perform. All personnel are to wear hardhats, safety shoes, glasses, gloves, masks or respirators, noise protection devices, and other protective clothing and equipment as required by OSHA Standards.

.7 All equipment is to be property stored and/or secured at the end of the work day or if it is to remain idle for greater than one hour.

.8 All personnel are to be made aware of the availability of Material Safety Data Sheets for materials used at the Project site. This information is available from the Contractor using the product. The Contractor shall maintain a copy of all MSDS forms at the construction site office for all personnel to review.

10.2.3.4 Contractor shall be responsible to secure the site at the end of each workday by an effective means and maintain until all parties determine no longer required.

10.2.6.1 The Contractor will serve as the overall Project Safety Coordinator and shall be responsible for all issues of safety and protection. The Contractor shall designate a safety person at the job site while the Contractor is working on the project site. The designated safety person shall be responsible for the safety of their work and for their workers and to make continuous inspections for all safety issues relating to his/her work. The Construction Manager is not responsible for safety on this project but will endeavor to promote safety. Each Contractor must comply with job Safety Requirements in addition to OSHA and local agency requirements. Failure to comply with safety issues will be grounds for withholding of payments. Failure to comply with safety requirements shall constitute grounds for withholding of payment.

10.2.6.2 The Contractor shall be responsible for the immediate investigation and resolution of all safety and environmental complaints / issues generated by Contractor Employees, Owners, Owner's Representatives or members of the public.

10.2.6.3 The Contractor shall promptly report in writing to the Owner, Architect and Construction Manager all accidents arising out of or in connection with the Work which caused death, personal injury or property damage giving full details and statements of any witnesses. In addition, if death, serious personal injury or serious property damage is caused, the accident shall be reported immediately by telephone or messenger to the Owner, Construction Manager and Architect.

## **1.8 ARTICLE 11 INSURANCE AND BONDS**

A. Supplement Paragraph 11.1 "Contractor's Insurance and Bonds", as follows:

11.1.5 Contractor's liability insurance must be maintained until the final Certificate of Payment is issued pursuant to Paragraph 9.10.1 and Completed Operations Insurance is in effect.

11.1.6 Insurance specified to be provided by the Contractor under Paragraph 11.1 shall be on an occurrence basis, as follows:

- .1 The Contractor shall take out and maintain during the life of this Contract commercial general liability insurance, covering any and all bodily injury, including accidental death, as well as claims for property damage arising out of or in connection with the Work performed hereunder, whether such Work be performed by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.
  - .1 The policy shall name the Owner, the Architect, and their consultants and agents and employees as additional insureds.
  - .2 The Contractor shall take out and maintain comprehensive automobile liability insurance, including coverage for all owned, non-owned and hired vehicles, covering bodily injury and property damage.
    - .1 The policy shall name the Owner, the Architect, and their consultants and agents and employees as additional insureds.
  - .3 Contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.18 of the AIA General Conditions.
  - .4 Completed Operations Insurance written to the limits specified for liability insurance specified AIA A101 - 2017, Exhibit A, Article A.3 - Contractor's Insurance and Bonds. Coverage shall be required from the date of the start of Beneficial Occupancy until one (1) year after the issuance date of Final Certificate for Payment.
  - .5 Certificates of insurance must be submitted on the ACORD Form, Certificate of Insurance.

.6 The Contractor shall either:

- .1 require each of his/her subcontractors to procure and to maintain during the life of their subcontracts, Subcontractor's Public Liability and Property Damage, of the type and in the same amounts as specified in the preceding paragraph; **or**
- .2 insure the activities of their subcontractors under their respective policies.

B. Paragraph 11.3 WAIVERS OF SUBROGATION

Delete Paragraph 11.3.2, in its entirety.

C. Supplement Article 11 "INSURANCE AND BONDS", as follows:

Paragraph 11.6 "Performance Bond and Payment Bond"

11.6.1 Contractor shall furnish each of the performance bond and payment bond meeting all statutory requirements of the State of New Jersey in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

- .1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;
- .2 The bonds shall be executed by an approved surety company authorized to do business in the State of New Jersey and in accordance P.L. 1995, c.384 (amending N.J.S.A. 2A:44-143 and 2A:44-144, effective January 10, 1996) and with the three highest rating categories of rating companies nationally recognized and listed as per Appendix A, (go to [www.nj.gov/dobi/surety.htm](http://www.nj.gov/dobi/surety.htm)), and shall remain in effect for a period of not less than two years following the date of substantial completion or the time required to resolve any items of incomplete or inadequate work and the payment of any disputed amounts, whichever time period is longer;
- .3 The performance bond and the labor and material payment bond shall each be in an amount equal to the Contract Sum;
- .4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney indicating the monetary limit of such power;
- .5 Any bond under this Paragraph 11.4.1 must display the surety's bond number. A rider including the following provisions shall be attached to each bond:
  - .1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Any other alterations, change, extension of time or other modification of the Contract Documents or a forbearance on the part of either the Owner or the Contractor to the other shall not release the surety

of its obligations hereunder and notice to surety of such matter is hereby waived.

- .2 Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or surety shall cause written notice of such default (specifying said default in writing) to be given to the Owner, and the Owner shall have thirty (30) calendar days after receipt of such notice within which to cure such default or such additional reasonable time as may be required if the nature of such default is such that it cannot be cured within thirty (30) calendar days. Such notice of default shall be sent by certified or registered U.S. mail, return receipt requested, first class postage, prepaid to the Owner.

## **1.9 ARTICLE 13 MISCELLANEOUS PROVISIONS**

- A. Delete Paragraph 13.5 "Interest", in its entirety.

**END OF SECTION 00800**

## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. The following Supplementary General Conditions supplement, modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, 2017 ("**General Conditions**"). Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect. These Supplementary General Conditions take precedence over any conflicting provisions in the General Conditions.
- B. Refer to other Sections in Division 1 "General Requirements" for additional modifications, deletions and additions to the "General Conditions of the Contract for Construction."

#### 1.2 ARTICLE 2 OWNER

- A. PARAGRAPH 2.2 - INFORMATION AND SERVICES REQUIRED OF THE OWNER:

Insert the following paragraph:

2.2.1 The Architect will furnish the successful contractor, the following number of sets of drawings and specifications, signed and sealed for purposes of obtaining NJ Uniform Construction Plan Review by the Municipal Construction Official having jurisdiction over the project to obtain Construction Permits.

**Single Overall Contract          6 Sets**

- B. Additional copies can be provided upon request in writing to the Architect at the Architect's reproduction costs.

#### 1.3 SUBMITTALS

- A. Supplement Paragraph 3.12 "Shop Drawings, Product Data and Samples", as follows:

3.12.11 Contractor shall provide separate submittals for each Project with reference to Architect's Project Number. Contractor shall, within ten (10) working days from the issue date of the Notice of Award, forward to the Architect a written submittal log including all of the following information:

- .1 A list of all required submission items grouped by technical section division number as set forth in the specifications,
- .2 If in variance with the Milestone Dates Specified in Section 1:01800, the dates upon which each submission will be made by the contractor and the date by

which the contractor expects same to be returned to him/her by the Architect, allowing a reasonable time for review,

- .3 Critical items and long lead items shall be so noted on the log,
- .4 A sequence of submissions reasonably based upon the expected progress of the Project.
- .5 Submittals will be mandatory and shall meet time requirements established in other sections of the Contract Documents.
- .6 The Contractor shall complete the entire submission process as soon as possible but in no event later than the time set forth in Section 1:01800 after the Notice of Award. Exceptions may be made if so noted on the submission log, with good reason, and subject to the Architect's approval.
- .7 Omission of any required submittal item from the log does not relieve the Contractor of his/her obligation to make timely submissions of same. The Contractor shall keep their his/her submission log up to date at all times. He/She will provide an updated copy to the Architect, at any time, upon request.

3.12.12 All project submittals are to be complete and provide all information required by the Contract Documents including, but not limited to, model numbers, applicable technical requirements, selected features, color, finish, and other options. Improperly prepared submittals sent to the Architect will be returned without action. The Contractor is responsible to field verify all dimension and conditions effecting the preparation of submittals and the Work.

3.12.13 Submittals provided by the Contractor on behalf of subcontractors and suppliers must be reviewed for completeness and approved by the Contractor prior to submitting same to the Architect. The Contractor will be solely responsible for improperly prepared submittals.

3.12.14 Submittals are to be provided to the Architect consistent with the sequence of the proposed Work.

3.12.15 All fabricated work shall require shop drawings.

3.12.16 Submittal Procedures: The Contractor's failure to follow proper procedures for submittals constitutes grounds for withholding of payments until such time as the Contractor is in compliance. Proper submittal procedures include all of those set forth elsewhere in this specification including the following:

- .1 Failure to adhere to deadlines for completion of submittals and record/resubmittals.
- .2 Failure to provide submittals in good order as required by the Contract Documents.



- .3 Failure to provide submittals in relationship to the progress of the work.
- .4 Performance of work or part of the work, without complete approved submittals.

3.12.17 Architect / Engineer's actions for submittals shall be as follows:

- .1 Submittals returned to the Contractor marked "Approved" allow the Contractor to proceed with the work.
- .2 Submittals returned to the Contractor "Approved As Noted; "Resubmit For Record:"
  - .1 The Contractor may proceed with work, however noted items by the Architect / Engineer (or any affected portion of the submittal), must be corrected and resubmitted to the Architect's office within ten (10) working days of Contractor's receipt of the original submittal. Final acceptance of all work is subject to the Contractor's compliance with requirements of the Contract Documents.
- .3 Submittals returned marked "Returned for Corrections" require the Contractor to resubmit corrected or alternate data in accordance with the corrections indicated.
  - .1 The originals of the reproducible transparencies marked "Returned for Corrections" shall be corrected until approval is obtained. The Contractor shall provide such number of prints of transparencies marked "Approved" as required for the expeditious execution of the work.
- .4 Submittals returned marked "No Action Taken:"
  - .1 The Contractor may not proceed with the work. The Architect / Engineer will not review submittals so marked until the Contractor has properly completed the submittal or corrected the reasons stated thereon.
  - .2 Reasons for "No Action Taken" on a submittal include, but are not limited to the Contractor's failure to:
    - .1 Submit an approved sub-contractor or supplier.
    - .2 Indicate job specific product data such as catalog number, size, type or material on each submittal.
    - .3 Submit complete data, test reports or similar information, as required by the Contract Documents.
    - .4 Obtain prior approval for substitution.

- .5 Submit documents in a legible or orderly fashion.
  - .6 Adhere to any submittal requirements set forth in the Contract Documents.
  - .7 Submit only submittals which are called for in the Contract Documents, other submittals will not be reviewed by the Architect / Engineer.
- .5 Shop drawing submittals and color selection approvals by the Architect:
- .1 The Contractor shall submit all shop drawing submittals within the specified time stipulated in contract documents.
  - .2 The Architect / Engineer shall release/ return to the Contractor the approved color selections to coincide with the approved Milestone Schedule/ Project Phasing if more than one construction phase is identified in Section 01800.
- .6 Long Lead Items:
- .1 In addition to and concurrent with the submission of the "Schedule of Values", Contractor shall submit a list of all materials, equipment or components which are anticipated to require more than four weeks delivery, together with scheduled ordering and delivery time table.
  - .2 This will be discussed and reviewed regularly at the job meetings.
  - .3 Upon request by the Architect / Engineer, the Contractor shall be prepared to produce evidence of having placed orders for specific materials, equipment and components.
  - .7 The Contractor will not be entitled to receive payment or Work performed by the Contractor for which submittals were required to be submitted for review and approval by the Architect. All Work installed in variance with the Contract Documents will be rejected.

3.12.18 Request for Substitutions:

- .1 Unless otherwise indicated in the Contract Documents, substitutions may be considered after the award of Contracts. Subsequent requests will be considered only when, through no fault of the Contractor, none of the specified products are available.
- .2 Submission of request for substitution shall constitute a representation by the Contractor that he/she:
  - .1 Has investigated the proposed product and determined that it is equal to or better than the specified product.

- .2 Will provide the same variety for the proposed product as for the specified product.
- .3 Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including:
  - .1 Re-design.
  - .2 Additional components and capacity required by other work affected by the change.
  - .3 Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
- .3 Substitutions will not be considered when acceptance would require substantial revision of the contract documents.
- .4 Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without separate written request.
- .5 Substitution requests will not be considered when submitted directly by subcontractor or supplier.
- .6 When the proposed substitution is not accepted, Contractor(s) must provide the product (or one of the products, as the case may be) specified.
- .7 The Contractor will be notified in writing within a reasonable time, verbal acceptance will not be valid.
- .8 Acceptable substitutions will be added to the contract documents by appropriate modifications.
- .9 Requests for substitution will be reviewed by the Architect upon receipt of all the information requested in the following paragraph. Failure to provide the required information shall be cause for rejection of substitution request.
- .10 Submittal for Substitutions:
  - .1 The Contractor shall begin the submission process as soon as possible after the Notice to Proceed, but in no event later than fifteen (15) working days after Notice to Proceed.
  - .2 The Contractor shall sequence and time his/her submissions in a reasonable and orderly fashion. He/She will allow for sufficient time for the Architect's review as well as the transmission of same amongst all project participants.
  - .3 In the case of color selections, the Contractor is responsible for the completion of all required and related submissions, including samples, prior

to the Owner's selection of colors. Exceptions can be made for certain long lead items so identified on the submittal log.

- .4 The Contractor shall complete the entire submission process as soon as possible but in no event later than thirty (30) calendar days after Notice to Proceed.
  - .1 Exceptions may be made if so noted on the submission log, with good reason, and subject to the Architect's / Engineer's approval.
  - .2 Upon receipt by the Architect, he/she will review same and advise the Contractor if the log is acceptable.
  - .3 At no time will the Contractor unduly burden the Architect / Engineer with excessive or unreasonable submittals made at one time.
  - .4 An advertent omission of any required submittal item from the log does not relieve the Contractor of his/her obligation to make timely submissions of same. The Contractor shall keep his/her submission log up to date at all times. He/She will provide an updated copy to the Architect, at any time, upon request.
- .5 Submit three (3) copies of requests for substitutions, fully identified for product, material or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Submit the following:
  - .1 Complete product data, drawings, and descriptions of materials and methods where applicable. Provide manufacturer's name and address, trade name, and model number of product (if applicable), and name of fabricator or supplier (if applicable).
  - .2 Samples where applicable or requested.
  - .3 Detailed comparison of significant qualities (size, weight, durability, performance and similar characteristics, and including visual effect where applicable) for proposed substitution in comparison with original requirements.
  - .4 List, with addresses, of three (3) projects where proposed substitution has been used previously and successfully in a similar application.
  - .5 Coordination information indicating every required change in every other element of the work which is affected by substitution, extended to include work by Owner and separate contractors.
  - .6 A complete statement of effect substitution will have upon schedule of the work, including its effect (if any) on Contract Time (in comparison

with compliance with requirements without approval of proposed substitution).

- .7 Cost information, including a proposal of net change in Contract Sum (if any).
- .8 Certification by Contractor to the effect that, in his/her opinion and after his/her thorough evaluation, proposed substitution will result in total work which is equal to or better than the work originally required by contract documents, in every respect of significance except as specifically stated in certification; and that it will perform adequately in application indicated, regardless of equality and exceptions thereto.
- .9 Include in certification, Contractor's waiver of rights to additional payment and time which may subsequently be necessitated, by failure of substitution to perform adequately and for required work to make corrections thereof.

#### 3.12.19 Approval of Substitutions:

- .1 Requests for substitution(s) will be reviewed for compliance with the specifications based upon the data provided by the Contractor. Approval or rejection will be based on samples, technical data and other items submitted and will be reviewed once and only once for each such request.
- .2 Change Order Form: Submit requests for substitution(s) which propose a change in either the Contract Sum or Contract Time by procedures required for change order proposals.

### **1.4 ARTICLE 5 SUBCONTRACTORS**

- A. 5.2.1 In Line 2, delete: "within 30 days after award of the Contract,"

### **1.5 ARTICLE 9 PAYMENTS AND COMPLETION**

- A. Supplement subparagraph 9.2 "SCHEDULE OF VALUES" as follows:

9.2.2 Immediately after Award of Contract, the Contractor shall prepare and submit a Schedule of Values, breaking down all Work by type and Trade. Each scheduled value line item shall be for material and labor for each entity of Work.

9.2.3 Project soft costs including, but not limited to, bond, insurance, mobilization, supervision, submittals, punch-list, training, as-built drawings and close-out documents, shall be indicated in separate line items.

9.2.4. Project Allowances: Include all project allowance(s) at the end of the schedule of values to allow subsequent draw-down when authorized in writing by the Architect.

9.2.5 When an advertisement for bid has included multiple buildings in a single project, the Contractor shall submit separate Schedule of Values for each building.

9.2.6 Unless printed invoices are provided by the Contractor from Insurance and Bonding Companies for which payment is being requested, a maximum of one and one half (1-1/2%) of the total cost of the awarded Contract Amount will be allowed.

B. Supplement subparagraph 9.6 "PROGRESS PAYMENTS" as follows:

9.6.9 Unless indicated otherwise in the contract documents, pursuant to N.J.S.A.18A:18-40.3, If the contractor does have a performance bond, 2% of the amount due on each partial payment shall be withheld by the board of education when the outstanding balance of the contract exceeds \$500,000, and 5% of the amount due on each partial payment shall be withheld by the board of education when the outstanding balance of the contract is \$500,000 or less, until final completion and acceptance of all work covered by the Contract, including the completion of all corrective or punch list items.

9.6.10 Final payment will be made provided the work has been completed, the contract fully performed and a final certificate for payment has been issued by the Architect.

9.6.11 As required by N.J.S.A. 2A:30A-1, this is to inform you that as a governmental entity, the School District may require longer to make payment than 30 calendar days after receipt of your billing. Payment will be made within 30 days of receipt of the application for payment unless a vote of authorization by the Board is required. As provided by law, payments that require a vote of authorization may be certified at the next scheduled public meeting and paid during the next subsequent payment cycle.

9.6.12 The Architect shall review applications and certifications for payment submitted by the Contractor which have been signed and certified as required by the Contract Documents. By submitting an application and certification for payment, the Contractor is representing that it has verified that all Work for which payment is being requested, has been completed in accordance with all the requirements of the Contract Documents.

9.6.13 The Architect's approval of the Contractor's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Contractor's Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, and, based on periodic on-site observations, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The Architect is not responsible to provide continuous observation of the Work.

## **1.6 ARTICLE 11 INSURANCE AND BONDS**

A. Supplement Paragraph 11.1 CONTRACTOR'S INSURANCE AND BONDS as follows:

11.1.5 Contractor's liability insurance must be maintained until the final Certificate of Payment is issued pursuant to Paragraph 9.10.1 and Completed Operations Insurance is in effect.

11.1.6 Insurance specified to be provided by the Contractor under Paragraph 11.1 shall be on an occurrence basis, as follows:

- .1 The Contractor shall take out and maintain during the life of this Contract commercial general liability insurance, covering any and all bodily injury, including accidental death, as well as claims for property damage arising out of or in connection with the Work performed hereunder, whether such Work be performed by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.
  - .1 The policy shall name the Owner, the Architect, and their consultants and agents and employees as additional insureds.
- .2 The Contractor shall take out and maintain comprehensive automobile liability insurance, including coverage for all owned, non-owned and hired vehicles, covering bodily injury and property damage.
  - .1 The policy shall name the Owner, the Architect, and their consultants and agents and employees as additional insureds.
- .3 Contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.18 of the AIA General Conditions.
- .4 Completed Operations Insurance written to the limits specified for liability insurance specified AIA A101 - 2017, Exhibit A, Article A.3 - Contractor's Insurance and Bonds. Coverage shall be required from the date of the start of Beneficial Occupancy until one (1) year after the issuance date of Final Certificate for Payment.
- .5 Certificates of insurance must be submitted on the ACORD Form, Certificate of Insurance.
- .6 The Contractor shall either:
  - .1 require each of his/her subcontractors to procure and to maintain during the life of their subcontracts, Subcontractor's Public Liability and Property Damage, of the type and in the same amounts as specified in the preceding paragraph; **or**
  - .2 insure the activities of their subcontractors under their respective policies.

B. Paragraph 11.3 WAIVERS OF SUBROGATION

Delete subparagraph 11.3.2 in its entirety.

C. Supplement Article 11 INSURANCE AND BONDS as follows:

Paragraph 11.6 PERFORMANCE BOND AND PAYMENT BOND

11.6.1 Contractor shall furnish each of the performance bond and payment bond meeting all statutory requirements of the State of New Jersey in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

- .1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;
- .2 The bonds shall be executed by an approved surety company authorized to do business in the State of New Jersey and in accordance P.L. 1995, c.384 (amending N.J.S.A. 2A:44-143 and 2A:44-144, effective January 10, 1996) and shall remain in effect for a period of not less than two years following the date of substantial completion or the time required to resolve any items of incomplete or inadequate work and the payment of any disputed amounts, whichever time period is longer;
- .3 The performance bond and the labor and material payment bond shall each be in an amount equal to the Contract Sum;
- .4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney indicating the monetary limit of such power;
- .5 Any bond under this Paragraph 11.4.1 must display the surety's bond number. A rider including the following provisions shall be attached to each bond:
  - .1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Any other alterations, change, extension of time or other modification of the Contract Documents or a forbearance on the part of either the Owner or the Contractor to the other shall not release the surety of its obligations hereunder and notice to surety of such matter is hereby waived.
  - .2 Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or surety shall cause written notice of such default (specifying said default in writing) to be given to the Owner, and the Owner shall have thirty (30) calendar days after receipt of such notice within which to cure such default or such additional reasonable time as may be required if the nature of such default is such that it cannot be cured within thirty (30) calendar days. Such notice of default shall be sent by certified or registered U.S. mail, return receipt requested, first class postage, prepaid to the Owner.

## **1.7 ARTICLE 13 MISCELLANEOUS PROVISIONS**

- A. Delete Paragraph 13.5 "INTEREST" in its entirety.

**END OF SECTION 00800**



## **SECTION 00850 - CONTRACT DRAWINGS**

### **1.1 Antheil Elementary School, FVHD-5015A2A**

All Drawings listed on drawing No. G001, "Title Sheet, General Information and Drawing Index," dated February 8, 2019, unless otherwise revised or amended (via Addenda, Bulletin, etc.), shall form a part of the Contract Documents.

### **1.2 Lore Elementary School, FVHD-5015L2**

All Drawings listed on drawing No. G001, "Title Sheet, General Information and Drawing Index," dated February 8, 2019, unless otherwise revised or amended (via Addenda, Bulletin, etc.), shall form a part of the Contract Documents.

**END OF SECTION 00850**

## SECTION 00860 - LAWS GOVERNING PUBLIC WORK

### PART 1 - GENERAL

#### 1.1 GENERAL REQUIREMENTS

- A. The paragraphs below supplement the General Conditions. Attention is called, but not limited, to the following Laws Governing Public Work.

#### 1.2 STATE SALES AND USE TAX EXEMPTION

- A. Supplement paragraph 3.6 "Taxes" as follows:

3.6.2 In accordance with Section 9 (a) (1) of the New Jersey Sales and Use Tax Act, The Owner is an exempt organization. Bidders and their subcontractors and material suppliers shall not include in their bids New Jersey State Sales and Use Taxes relative to the performance of the work.

#### 1.3 MUNICIPAL REQUIREMENTS

- A. Supplement paragraph 3.7 "Permits, Fees and Notices" as follows:

3.7.1.1 N.J.S.A. 52:27D-123.1 (P.L. 1983, c.496) (formerly S-1934) effective April 17, 1984, provides that local Municipal Construction Enforcing Agency issue required construction permit, perform required inspections during construction, and issue required certificate of occupancy upon completion of Project.

3.7.1.2 N.J.S.A. 52:27D-126C (P.L. 1985, c.409), effective January 13, 1986, amended 1989. "No county, municipality, or any agency or instrumentality thereof shall be required to pay any municipal fee or charge in order to secure a construction permit for the erection or alteration of any public building or part thereof from the municipality wherein the building may be located. No erection or alteration of any public building or part thereof by a county, municipality, school board, or any agency or instrumentality thereof shall be subject to any fee, including any surcharge or training fee, imposed by an department or agency of State government pursuant to any law, or rule or regulation, except that nothing contained in this section shall be interpreted as preventing the imposition of a fee upon a board of education by either the Department of Education for plan review or by a municipality for the review of plans submitted to it pursuant to the provisions of section 12 of N.J.S.A. 52:27D-130 (P.L. 1975, c.217) (C.52:27D-130)".

3.7.1.3 N.J.S.A. 40:55D-3 (P.L. 1975, c.291, Section 4), amended, effective July 2, 1988. A municipality shall exempt a board of education from the payment of any fee.

- B. Utility Connection Fees: Contractors shall pay utility connection fees and shall be reimbursed by Owner upon presentation of receipt for same.
- C. Certificates of Occupancy: Contractors shall be responsible for obtaining all Certificates of Occupancy.

## **1.4 TIME INCLUDING COMPLETION**

### **A. Supplement Article 8 "Time" as follows:**

8.1.7 The term "completed" in N.J.S.A. 18A:18A-19 shall mean substantial completion as defined in this Article 8.

8.1.8 The term "Working Days" as used to compute the time of completion shall mean Mondays through Fridays, exclusive of the twelve major yearly holidays, as listed on the official State of New Jersey website, <http://www.state.nj.us/infobank/holidays.html/>

### **B. Supplement Article 8.3 "Delays and Extension of Time" as follows:**

8.3.4 The Contractor agrees that the Owner can deduct from the Contract Price, any wages paid by the Owner to any Inspector or Inspectors necessarily employed by the Owner for any number of days in excess of the number of days allowed in the specifications for completion of the work.

## **1.5 NONDISCRIMINATION AND MISCELLANEOUS LABOR PROVISIONS**

### **A. Attention is called to the following which supplement paragraph 13.1 "Governing Law" as follows:**

13.1.3 N.J.S.A. 10:2-1 through 10:2-4 Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- .1 In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- .2 No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- .3 There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- .4 This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to N.J.S.A. 18A:18A-51 et. seq. (P.L.1985, c. 490).

Pursuant to N.J.A.C. 17:27 (P.L. 1975, c.127), as amended and supplemented, the following Affirmative Action Against Discrimination on the Project will be a condition of the Contract. An Initial Project Work Report will be required form (AA-201).

During the performance of this contract, the contractor agrees to Mandatory Equal Employment Opportunity Language as shown Exhibit B.

13.1.3 N.J.S.A. 34:11-56.25 et seq., in accordance with which the Contractor(s) and subcontractor(s) are required to do the following:

- .1 Pay to all workers engaged in the performance of services directly upon the work not less than the prevailing rate of wages. In the event that it is found that any worker employed by the Contractor(s) or any subcontractor(s) has been paid a rate of wage less than the prevailing wage required to be paid by such contract, the Owner may terminate the contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.
- .2 Before final payment, furnish Owner with an Affidavit stating that all workers have been paid in accordance with the New Jersey Prevailing Wage Act.
- .3 Keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by him/her in connection with his/her work. Preserve records for 2 years from date of payment.
- .4 Upon request, the Contractor(s) and each Subcontractor shall file written statements certifying to the amounts then due and owing to any and all workers for wages due on account of the work. The statement shall set forth the names of the persons whose wages are unpaid and the amount due to each. These statements shall be verified by the oaths of the Contractor(s) or subcontractor(s), as the case may be.
- .5 Post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof in prominent and easily accessible places at the site of the work and at such place or places as are used to pay workers their wages. The prevailing wage rates as determined by the State Department of Labor and Industry shall apply, and shall be deemed incorporated by reference as part of the contract. A copy of the current prevailing wage rates as applicable for this Project are on file at the Architect's office.

## **1.6 DOMESTIC MATERIALS**

- A. Supplement Paragraph 13.1 "Governing Law" as follows:

13.1.4 N.J.S.A. 18A:18A-20 et seq., providing each Board of Education shall provide, in the specifications for all contracts for work for which it will pay any part of the cost or work which by contract it will ultimately own and maintain, that only manufactured and farm products of the United States, wherever available, be used in such work.

## **1.7 REQUIREMENTS FOR PUBLIC SCHOOLS**

A. Supplement Paragraph 13.1 "Governing Law" as follows:

13.1.5 N.J.S.A.18A:18A et seq., providing for certain requirements concerning contracts, plans, specifications, etc., for public schoolhouse construction.

## **1.8 PAYMENTS TO LISTED SUBCONTRACTORS UNDER SINGLE OVERALL CONTRACT**

A. Supplement Paragraph 13.1 "Governing Law" as follows:

13.1.6 N.J.S.A. 18A:18A-18, providing that under a single overall contract, all payment required to be made for work and materials supplied by the various subcontractors shall, upon certification by the Prime Contractor of the amount due to the subcontractor(s), be paid directly to the subcontractor(s).

## **1.9 POLITICAL CONTRIBUTION DISCLOSURE FORM**

A. In accordance with N.J.S.A. 19:44A-20.26 "pay to play," Contracts exceeding \$17,500.00 are not to be entered into with business entities unless certain disclosures are made about political contributions.

1. In accordance with N.J.S.A. 19:44A-20.26 Contractor shall be required to disclose political contributions made, if any, ten (10) days before entering into Contract in accordance with C.271 form. All bidders must complete this form and submitted with Bid Proposal Forms.

## **1.10 PROMPT PAYMENT ACT**

A. The Owner will issue timely payments to Contractors in accordance with the requirements of the Prompt Payment Act, N.J.S.A. 2A:30A-1, et seq. The bidders are hereby notified that the Owner as a public entity requires all payments to be approved at scheduled public board meetings. The vote on authorization for payments will be made at the first public meeting of the Board following the Board's receipt of the architect's authorization for payment and paid during the subsequent payment cycle.

## **1.11 COMPREHENSIVE IRAN SANCTIONS, ACCOUNTABILITY, AND DIVESTMENT ACT OF 2010**

A. In accordance with N.J.S.A. 52:32-57 (P.L. 2012, c.25), as amended and supplemented, the following Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 will be a condition of the Contract as follows:

1. 3.a. A person or entity that, at the time of bid or proposal for a new contract or renewal of an existing contract, is identified on a list created pursuant to subsection b. of this section as a person or entity engaging in investment activities in Iran as

described in subsection f. of section 2 of this act, shall be ineligible to, and shall not, bid on, submit a proposal for, or enter into or renew, a contract with a State agency for goods or services.

B. In accordance with P.L.2012, Chapter 25, C.52:32-58, as amended and supplemented, the following Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 will be a condition of the Contract as follows:

1. 4.a. A State agency shall require a person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract to certify, at the time the bid is submitted or the contract renewed, that the person or entity is not identified on a list created pursuant to subsection b. of section 3 of this act as a person or entity engaging in investment activities in Iran described in subsection f. of this act.

C. N.J.S.A. 18A:18A-49.4 Civil action brought on behalf of board of education.

1. 8.a. A board of education as defined in and subject to the provisions of the "Public Schools Contracts Law," N.J.S.A. 18A:18A-1 et seq. (P.L. 1977, c.114), shall implement and comply with the provisions of N.J.S.A. 52:32-55 et seq. (P.L. 2012, c.25), except that the board shall rely on the list developed by the State Department of the Treasury pursuant to section 3 of N.J.S.A. 52:32-57 (P.L. 2012, c.25).

2. 8.b. If the board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of N.J.S.A. 52:32- (P.L. 2012, c.25), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of N.J.S.A. 52:32-59 (P.L. 2012, c.25). The board may also report to the board's attorney the name of that person, together with its information as to false certification, and the board's attorney may determine to bring such civil action against the person to collect such penalty.

## **1.12 EQUAL EMPLOYMENT OPPORTUNITIES AND AFFIRMATIVE ACTION**

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

B. Initial Project Workforce Report - Construction (AA201)

1. In accordance with the requirements of the New Jersey Department of Labor & Workforce Development Construction EEO Compliance Monitoring Unit, the Initial Project Workforce Report-Construction(AA201)document, must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development Construction EEO Compliance Monitoring Program after notification of award, but prior to signing the contract.

[www.state.nj.us/treasury/contract\\_compliance/pdf/aa201.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201.pdf)

### **1.13 OFFICE OF THE STATE COMPTROLLER**

- A. N.J.A.C 17:44-2.2: Authority to Audit or Review Contract Records
  - 1. Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the Office of the State Comptroller (OSC) pursuant to N.J.S.A. 52:15C-14(d).
    - a. (The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of **five (5) years** from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### **1.14 ANTI-BULLYING BILL OF RIGHTS ACT (P.L. 2010.C.122)**

- A. Section 4 of P.L.2002, c.83 (C.18A:37-16) is amended to read as follows:
  - 1. C.18A:37-16 Reprisal, retaliation, false accusation prohibited.
    - 4.a. A member of a board of education, school employee, student or volunteer shall not engage in reprisal, retaliation or false accusation against a victim, witness or one with reliable information about an act of harassment, intimidation or bullying.
    - b. A member of a board of education, school employee, contracted service provider, student or volunteer who has witnessed, or has reliable information that a student has been subject to, harassment, intimidation or bullying shall report the incident to the appropriate school official designated by the school district's policy, or to any school administrator or safe schools resource officer, who shall immediately initiate the school district's procedures concerning school bullying.
    - c. A member of a board of education or a school employee who promptly reports an incident of harassment, intimidation or bullying, to the appropriate school official designated by the school district's policy, or to any school administrator or safe schools resource officer, and who makes this report in compliance with the procedures in the district's policy, is immune from a cause of action for damages arising from any failure to remedy the reported incident.
    - d. A school administrator who receives a report of harassment, intimidation, or bullying from a district employee, and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action.

### **1.15 CONTROLLING SILICA EXPOSURES IN CONSTRUCTION**

- A. Occupational Safety and Health Administration (OSHA) - U.S. Department of Labor: OSHA 29 CFR 1926.1153, 2017.
  - 1. The above referenced guidance document is not a standard or regulation, and it creates no new legal obligations. The document is advisory in nature, informational in content, and is intended to assist employers in providing a safe and healthful workplace. The Occupational Safety and Health Act requires employers to comply with safety and health standards promulgated by OSHA or by a state with an

OSHA approved state plan. In addition, pursuant to Section 5(a)(1), the General Duty Clause of the Act, employers must provide their employees with a workplace free from recognized hazards likely to cause death or serious physical harm. Employers can be cited for violating the General Duty Clause if there is a recognized hazard and they do not take reasonable steps to prevent or abate the hazard. However, failure to implement any specific recommendations contained within this document is not, in itself, a violation of the General Duty Clause. Citations can only be based on standards, regulations, and the General Duty Clause.

- a. This guidance document addresses the control of employee exposures to respirable dust containing crystalline silica, which is known to cause silicosis, a serious lung disease, as well as increase the risk of lung cancer and other systemic diseases.
  - b. This document provides information on the effectiveness of various engineering control approaches for several kinds of construction operations and equipment, and contains recommendations for work practices and respiratory protection, as appropriate.
  - c. OSHA encourages employers to conduct periodic exposure monitoring to confirm that engineering and work practice controls are effective and that appropriate respiratory protection is being used where necessary.
2. The above referenced document can be found at:  
<https://www.osha.gov/dsg/topics/silicacrystalline/>

**END OF SECTION 00860**



## **SECTION 00870 - MISCELLANEOUS REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 JOB SITE MEETINGS**

- A. Regularly scheduled job meetings shall be held at a location and time convenient to the Owner's representatives, the Architect and the Contractor. The Prime Contractor shall attend such meetings, or be represented by a person in authority who can speak for and/or make decisions for the Contractor.
- B. Attendance by the Contractor is mandatory, whether the meetings are weekly, bi-weekly or at whatever interval is determined by the Architect.
  - 1. Unless given prior approval by the Architect, the Prime Contractor will be fined \$250.00 for each regularly scheduled meeting for which he/she is not presented by a person in authority who can speak for and/or make decisions for the Contractor. Fine amounts shall be withheld and deducted from the Contract Sum.

#### **1.2 STRUCTURAL SAFETY STANDARDS AND CODES**

- A. The standards, codes and design data referred to in the New Jersey "State Uniform Construction Code", apply to the work of the Contract, where applicable.
- B. Contractor shall comply with all applicable requirements of the Uniform Fire Safety Act, N.J.S.A. 2:27D-192 et seq. (P.L. 1983, c. 383).

#### **1.3 OWNER'S RIGHT TO OCCUPY**

- A. The Owner reserves the right to occupy any portion of the Project which is ready for occupancy prior to completion and acceptance of the Project, after Local Municipal Construction Enforcing Agency approval.
- B. The occupancy of any portion of the Project does not constitute an acceptance of any work nor does it waive the Owner's right to liquidated damages or constitute an acceptance of any work as the Project will be accepted as a whole and not in units. Prior to such occupancy, however, the Architect, a representative of the Owner, and the Contractor shall fully inspect the portions of the Project to be occupied, preparing a complete list of omissions of materials, faulty workmanship, or any items to be repaired, torn out or replaced. The Owner will assume responsibility for damage to premises so occupied of any items not on this list when such damage is due to greater than normal wear and tear, but does not assume responsibility for improper or defective workmanship or materials.

## **1.4 OWNER'S GENERAL REQUIREMENTS**

- A. The Owner requires that the Contractor demonstrate a safety and health program/plan, which includes, but is not limited to first aid, fire protection, housekeeping, illumination, sanitation, personal protective equipment, medical, exit, emergency action plans and all other issues required by government agencies having jurisdiction over the work of this project.
- B. The following Owner's General Requirements shall be enforced during construction and until final completion of the work:
  - 1. No deliveries of construction materials or equipment is to take place during the arrival and departure of students from their respective schools. Verify and coordinate arrival and departure time with the principals.
  - 2. All construction materials and equipment shall be stored behind the construction fence.
  - 3. No smoking on any of the School's Property.
  - 4. All workers must wear shirts at all time.
  - 5. Use of profanity will not be tolerated.
  - 6. The Prime Contractor shall provide identification cards for his/her subcontractors, employees, etc.
  - 7. The Contractor shall comply with the requirements of all local ordinances including for noise.
  - 8. The Contractor and his/her subcontractors shall not interact with students or staff, other than those identified by the Owner as a representative of the Owner.

## **1.5 ENVIRONMENTAL PROTECTION**

- A. Conform to New Jersey Department of Environmental Protection Regulations N.J.A.C. 7:27, sub-chapters 5 and 7 and all other applicable standards.
- B. Conform to New Jersey Statute N.J.S.A. 26:2C-9.2 which requires that no person shall construct, install, alter or operate any equipment capable of causing the emission of air contaminants into the open air or control apparatus which prevents or controls the emission of air contaminants until an application has been filed with and approved by the Department of Environmental Protection.

## **1.6 SOIL EROSION AND SEDIMENT CONTROL**

- A. Compliance with soil erosion and sediment control will be strictly enforced. Failure to conform to specified sequence of soil erosion and sediment control will result in

imposition of penalties as levied by local soil conservation district, and withholding of payments for work not performed in accordance with soil erosion sequence.

## **1.7 CERTIFIED PAYROLLS**

- A. Contractor shall furnish to the Owner certified payroll records each payroll period within ten (10) working days of the payment of wages, indicating name, craft, social security number and actual hourly rate of wages paid to each worker employed on the project. A certified payroll record is defined as "a payroll record which is attested to by the employer, or a corporate officer of such company, or an authorized agent of the employer."

## **1.8 OPERATION AND MAINTENANCE**

- A. Contractor shall furnish to the Owner all required operation and maintenance manuals for all included materials and equipment as well as assistance and training to the Owner's personnel for contract's special systems and equipment in accordance with Contract Documents.
  - 1. Contractor shall submit electronic version of the MEPFP O&M Manuals for review by the MEP/FP Consultant. Paper copies should not be submitted as part of the MEP/FP review process.

## **1.9 BUSINESS REGISTRATIONS FOR CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS**

- A. Contractor and all subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract must comply with all requirements under N.J.S.A. 52:32-44.

A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

c. A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration. For bids and requests for proposals, the contracting agency must retain the proof of business registration in the file where documents relating to the contract are maintained. For all other contracts, proofs of business registration shall be maintained in an alphabetical file.

d. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection.

e. The Department of the Treasury shall provide each contracting agency with appropriate language reflecting the obligations of contractors and subcontractors under this section that the contracting agency shall include in any contract document, bid specification, requests for proposals, or other documents notifying potential contractors of contract opportunities with a contracting agency.

f. Nothing in this section shall in any way alter the provisions or change the responsibilities or obligations of casino industry licensees as set forth in section 92 of N.J.S.A. 5:12-92 (P.L. 1977, c.110).

g. (1) A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A. 54:32B-1 et seq. (P.L. 1966, c.30), on all their taxable sales of tangible personal property delivered into this State.

(2) A contracting agency entering into a contract with a contractor, or a contractor with a subcontractor, shall include in its contract with that contractor, or a contractor with a subcontractor, for the term of the contract, a requirement that the contractor or subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A. 54:32B-1 et seq. (P.L. 1966, c.30), on all their sales of tangible personal property delivered into this State.

(3) For the purposes of this subsection, "affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this subsection an entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

h. The State Treasurer may adopt regulations pursuant to the "Administrative Procedure Act", N.J.S.A. 52:14B-1 et seq. (P.L. 1968, c.410), as are necessary to administer the provisions of this act.

i. If a contractor fails to provide proof of business registration upon request by the contracting agency for a contract that does not require bidding or a request for proposals, and the contracting agency determines that the purpose of that contract is of a proprietary nature with a contractor that does not have a business presence in New Jersey, the contracting agency shall provide the Division of Revenue, within 10 days of executing the contract, a copy of the contract, evidence of the contractor's taxpayer identification number, and a signed certification attesting to the proprietary nature of the contract and representing that the contracting agency made a diligent effort to obtain proof of a business registration from the contractor.

j. When a contracting agency enters into a contract with a contractor under a contract issued by the State of New Jersey Cooperative Purchasing Program, or any other authorized cooperative purchasing system, the contracting agency awarding the initial contract shall receive and file the proof of business registration. Contract documents issued under a cooperative purchasing agreement shall identify the

contract and the contracting agency awarding the contract.

k. In situations of an emergent nature, a contracting agency may enter into a contract with a business organization, provided that the contractor agrees to provide a business registration within two weeks of the execution of the contract. The contracting agency shall not pay the business organization for goods or services provided until such time as the organization provides proof of business registration as set forth in this section. Failure to pay the business organization until proof of business registration is received shall not be grounds for the agency being liable for payment. N.J.S.A. 52:32-44

- B. A Contractor, subcontractor or a supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

**END OF SECTION 00870**

## **SECTION 01010 - SUMMARY OF WORK**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. The work of this Section applies to all Construction Contract Documents including drawings, Division 1 - Miscellaneous Requirements Sections, and Specifications sections included in Part-2 through Part-6.

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Project description.
  - 2. Contract scope description.
  - 3. Contractor's use of the premises.
  - 4. Preconstruction meeting.
  - 5. Security procedures.

#### **1.3 PROJECT DESCRIPTION**

- A. The project consists of the Toilet Room, Classroom Renovations, Doors - Phase 1 at: Antheil Elementary School, FVHD-5015A2A, and Lore Elementary School, FVHD-5015L2, for the Ewing Public Schools, Board of Education, Mercer County, New Jersey.
- B. Contract Documents prepared by Fraytak Veisz Hopkins Duthie, P.C. Architects / Planners, (Project Number: FVHD-5015A2A / 5015L2) and their Consulting Engineers:
  - 1. Consulting Mechanical/Electrical Engineer: Pennoni Associates Inc., Philadelphia, PA.

#### **1.4 CONTRACT SCOPE DESCRIPTION**

- A. The work consists of but is not limited to the following:
  - 1. Antheil Elementary School, FVHD-5015A2A - Base Bid:
    - a. Renovate the Girl's Toilet #06A, Boy's Toilet #06B and Unisex Toilet #06D, as indicated on the drawings.
    - b. Renovate the Men's Faculty Toilet #13, and Women's Faculty Toilet #15, as indicated on the drawings.
    - c. Remove and replace the suspended acoustic tile ceilings in the indicated rooms as referenced on the drawings.

- d. Remove the existing Instrumental Room carpet, clean substrate, patch and prep existing concrete slab. Provide and install new carpet tile and new rubber base, as indicated on the drawings.
  - e. Repair limited area of wood flooring at the Stage, to match adjacent surface and finish, as indicated on the drawings.
  - f. Repair section of water damaged wall surface between the Vocal and Instrumental Music Rooms, as indicated on the drawings.
  - g. At the Main Lobby Vestibule and Lobby Vestibule remove and replace the suspended acoustic tile ceiling in addition to providing and installing carpet entry mat, as indicated on the drawings.
  - h. Remove and replace existing doors, glazing and associated door hardware as indicated on the drawings. Provide and install security window film on indicated glazing locations, as indicated on the drawings.
  - i. In the referenced rooms perform the abatement of existing vinyl asbestos tile, prep and patch existing substrate, provide and install new vinyl composition tile and rubber base, as indicated on the drawings.
  - j. All plumbing, mechanical and electrical system work as indicated on the drawings.
  - k. All other indicated work.
  - l. Alternate Bid(s):
    - 1) **Alternate Bid #1AES**: Security Glazing.
2. Lore Elementary School, FVHD-5015L2 - Base Bid:
- a. Renovate the Girl's Toilet #44, and Boy's Toilet #43, as indicated on the drawings.
  - b. Remove and replace the suspended acoustic tile ceilings in Classrooms #5, 6, 9 and 10, as indicated on the drawings.
  - c. Remove and replace existing doors, glazing and associated door hardware as indicated on the drawings. Provide and install security window film on indicated glazing locations, as indicated on the drawings.
  - d. In the referenced rooms perform the abatement of existing vinyl asbestos tile, prep and patch existing substrate, provide and install new vinyl composition tile and rubber base, as indicated on the drawings.
  - e. All plumbing, and electrical system work as indicated on the drawings.

- f. All other indicated work.
- g. Alternate Bid(s):
  - 1) **Alternate Bid #1LES**: Security Glazing.

B. Single Overall Contract: This contract includes:

1. All work in accordance with drawings, Parts 2, 4, and 6 specification sections and in accordance with Contract Documents.
2. General Construction Work includes:
  - a. Work that is primarily architectural in nature plus work traditionally recognized as general construction in accordance with drawings and as listed as a part of Part 2 specification sections, unless otherwise indicated below:
    - 1) Also includes both administrative and coordination responsibilities.
      - a) General Construction Contractor is responsible for all coordination between his work and work of all Subcontractors.
    - 2) All initial excavation inside the building, and the preparation of the subbase under the concrete slab.
    - 3) All Concrete work in accordance with Part 2 specification.
    - 4) Provide and install the metal fabrications, in accordance with Division 2 Sections.
3. Plumbing, and Drainage System Work includes:
  - a. Piping servicing domestic water piping and drainage systems and connection of equipment tied into the above types of systems and including all work in accordance with drawings and Part-4 specification sections.
    - 1) Work shall include demolition and removals as indicated or required to allow for new construction.
    - 2) Work shall include reinstallation, cutting, patching, finishing and repair work associated with Plumbing, and Drainage system work and as indicated or required including cutting, alterations, replacement work where indicated or required.
  - b. Subsequent excavation, backfill and compaction of trenches after the work of the General Construction Work and as required by the installation of plumbing utilities inside the building. Work shall be performed in accordance with requirements of Part-2 Specification sections.
4. Electrical Work includes:
  - a. The work necessary for electrical power distribution, lighting, and the connections to equipment tied into such systems and including all work in accordance with drawings and Part-6 specification sections.



- 1) **Work shall include power distribution and wiring for all indicated electrically operated equipment and fixtures, (in Parts 2, 4, and 6), whether shown or not on drawings.**
  - 2) Work shall include demolition and removals as indicated or required to allow for new construction.
  - 3) Work shall include reinstallation, cutting, patching, finishing and repair work associate with Electrical work and as indicated or required.
- b. Subsequent excavation, backfill and compaction of trenches after the work of the General Construction, above, as required by the installation of electrical utilities inside the building. Work shall be performed in accordance with requirements of Part-2 Specification sections.

## **1.5 CONTRACTOR'S USE OF THE PREMISES**

- A. The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is shown on the drawings.
1. Other areas are off limits to all construction personnel.
- B. The following building facilities may not be used by construction personnel:
1. Toilet facilities.
  2. Food service facilities, including dining areas.
  3. Elevator.
- C. The Owner may partially occupy the buildings during the construction period.
1. The Owner will endeavor to cooperate with the Contractor's operations when the Contractor has notified the Owner in advance of need for changes in operations in order to accommodate construction operations.
  2. Conduct the work so as to cause the least interference with the Owner's operations.
- D. Coordinate with Local Authorities as to which routes are capable of handling heavy truck traffic.
- E. Signs: Provide signs adequate to direct visitors.
1. Do not install, or allow to be installed, signs other than specified sign(s) and signs identifying the principal entities involved in the project.
- F. All deliveries by the Contractor shall be coordinated with the Owner's Representative/ Construction Manager, prior to the delivery date.

## **1.7 PRECONSTRUCTION MEETING**

- A. A preconstruction meeting will be held at a time and place designated by the Architect/ Construction Manager for the purpose of identifying responsibilities of the Owner's/ Architect's/ Construction Manager's personnel and explanation of administrative procedures.
- B. The Contractor shall also use this meeting for the following minimum agenda:
  - 1. Construction schedule.
  - 2. Use of areas of the site.
  - 3. Delivery and storage.
  - 4. Safety.
  - 5. Security.
  - 6. Cleaning up.
  - 7. Subcontractor procedures relating to:
    - a. Submittals.
    - b. Change orders.
    - c. Applications for payment.
    - d. Record documents.
- C. Attendees shall include:
  - 1. The Owner / Owner's representative.
  - 2. The Architect, and any Consultants.
  - 3. Construction Manager.
  - 4. The Prime Contractor and his / her / superintendent(s).
  - 5. Major Subcontractors, suppliers, and fabricators.
  - 6. Others interested in the work.

## **1.8 SECURITY PROCEDURES**

- A. Limit access to the sites and buildings to persons involved in the work.
- B. Provide secure storage for materials for which the Owner has made payment and which are stored on site.
- C. Secure completed work as required to prevent loss.
- D. The Contractor, Subcontractors and employees, will be required to be registered with the Owner's Representative / School's Main Office / Construction Manager Office.
  - 1. All of the Contractor's personnel will be required to wear identification badges at all times on the site.

**END OF SECTION 01010**

## SECTION 01020 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF REQUIREMENTS

- A. Definitions and Explanations: Certain requirements of the work related to each allowance are shown and specified in the contract documents. The allowance has been established in lieu of additional requirements for that work, and further requirements thereof (if any) will be issued by change order.
- B. The type of allowance(s) scheduled herein for the work includes the following:
1. Lump sum allowances.
- C. Selection and Purchase: At the earliest feasible date after the award of the Contract, advise the Architect of the scheduled date when the final selection and purchase of each product or system described by each Allowance must be accomplished in order to avoid delays in the performance of the work. Obtain and submit proposals for the work of each Allowance, as required by the Architect for use in making the final selections; include whatever recommendations for selection may be relevant to the proper performance of the work. Purchase products and systems as specifically selected (in writing) by the Architect.
1. Submit proposals and recommendations, for the purchase of the products or systems of Allowances, in the form specified for change orders.
- D. Change Order Data: Where applicable, include in each change order proposal both the quantity of the products being purchased and the unit cost, along with the total amount of the purchase to be made. Where requested, furnish survey-of-requirements data to substantiate the quantity. Indicate applicable taxes, delivery charges, and amounts of applicable trade discounts.
- E. Lump-Sum Allowances: The amounts herein specified are the net amounts available for purchase of the materials specified, including taxes (if any), and each change order amount shall be based thereon. **All other costs associated with the performance of the work under the Allowance, including but not limited to insurance, storage, handling, overhead, profit, etc., are not a part of the allowance, and shall be included in the lump sum bid / or base bid Contract amount.**
1. In the event the actual purchase amount of materials, plus taxes (if any) exceeds the specified allowance, the Owner will pay the excess; should the actual purchase amount, plus taxes (if any) be less than the specified Allowance, the Contractor shall credit the Owner with the difference.
  2. The actual purchase amount, plus taxes (if any) shall be substantiated by certified bills of sale to be submitted with the change order.

- F. Change Order Mark-Up: Except as otherwise indicated, comply with the provisions of the General Conditions and the Supplementary General Conditions.
- G. Excess Materials: Submit invoices or delivery slips to indicate the actual quantities of materials delivered to the site for use in fulfillment of each allowance. Where economically feasible, and so requested by the Architect, return unused materials to the manufacturer/supplier for credit to the Owner, after the installation has been completed and accepted. Where not economically feasible to return for credit, and so requested by the Architect, prepare unused materials for the Owner's storage, and delivery to the Owner's storage space as directed. Otherwise, disposal of excess materials is the Contractor's responsibility.

## **1.2 SCHEDULE OF ALLOWANCE(S)**

- A. General: The following allowance amount is included in the Contract Sum, for the corresponding units of work as described.
  - 1. Construction Work
    - a. A sum of **\$25,000.00** for work not specifically shown on the drawings, the work shall be performed as directed in the field.

**END OF SECTION 01020**

## **SECTION 01030 - ALTERNATE BIDS**

### **PART 1 - GENERAL**

#### **1.1 PROCEDURE FOR ALTERNATE BIDS**

- A. Each Bidder shall submit on the Proposal Form, all Alternate Bids applicable to the work under his/her bid. Alternate Bids shall state the difference in price as "additions to" or "deductions from" the Base Bid, unless otherwise noted, for the substitution, omission, or addition of the following materials, items or construction from that shown and specified.
- B. The Alternate Bids, when accepted, become part of the Contract.
- C. Each Bidder shall carefully check the Drawings and Specifications to determine the extent of each Alternate Bid required.
- D. Alternate Bids shall include all overhead and profit applicable thereto.
- E. Alternate Bids shall reflect the increase or decrease in cost of all work of every name and nature which may be affected thereby and no subsequent claims for extras by reason of the Contractor's failure to observe this requirement will be considered.
- F. The description herein for each Alternate Bid is recognized to be incomplete and abbreviated, but implies that each change must be complete for the scope of work affected. Refer to applicable specification sections and to applicable drawings, for specific requirements of the work, regardless of whether references are so noted in description of each Alternate Bid. Coordinate related work and modify surrounding work as required to properly integrate with the work of each Alternate Bid. It is recognized that descriptions of Alternate Bids are primarily scope definitions, and do not necessarily detail full range of materials and processes needed to complete the work as required.
- G. Except as otherwise described or approved, materials and workmanship of the Alternate Bids shall conform to the requirements specified under the various sections of the Specifications for similar items of work.
- H. Where methods of construction, materials, finishes or details of installation required by the various Alternate Bids differ from the requirements shown on the drawings or specified for corresponding items, the alternate construction, materials, etc. will be subject to approval by the Architect.
- I. The Contractor shall submit shop drawings and samples for the work under each accepted Alternate Bid for approval in conformance with requirements specified for submittals in both Part 1, AIA Document A201 and Section 00800 - Supplementary General Conditions.
- J. The following Alternate Bids shall apply to single overall bids, and must be included in the Bidder's Proposal(s).

## 1.2 ALTERNATE BIDS - GENERAL CONSTRUCTION WORK

### A. **Alternate Bid No. 1AES: Security Glazing / Fire Rated Security Glazing @ Antheil Elementary School**

State the amount to be added to the base bid to provide and install:

1. Security glazing in lieu of security window film (SWF) on laminated glass (LG) at designated locations,
2. Fire rated security glazing in lieu of security window film (SWF) on fire rated impact glazing (FRIG-1) glazing at designated locations, as shown on various drawings and as indicated in various specification sections.

### B. **Alternate Bid No. 2AES: Additional Doors, Glazing, Security Film and Hardware Replacement @ Antheil Elementary School**

State the amount to be added to the base bid to provide and install additional doors, glazing, security film and hardware replacement, as shown on various drawings and as indicated in various specification sections.

### C. **Alternate Bid No. 3AES: Additional Security Glazing / Fire Rated Security Glazing @ Antheil Elementary School**

State the amount to be added to the base bid to provide and install the additional door's glazing with security glazing in lieu of security film, as shown on various drawings, as indicated in various specification sections.

**Note:** This Alternate Bid may be accepted if Alternate Bid No. 2AES is awarded.

### D. **Alternate Bid No. 1LES: Security Glazing / Fire Rated Security Glazing @ Lore Elementary School**

State the amount to be added to the base bid to provide and install:

1. Security glazing in lieu of security window film (SWF) on laminated glass (LG) at designated locations,
2. Fire rated security glazing in lieu of security window film (SWF) on fire rated impact glazing (FRIG-1) glazing at designated locations, as shown on various drawings and as indicated in various specification sections.

### E. **Alternate Bid No. 2LES: Additional Doors, Glazing, Security Film and Hardware Replacement @ Lore Elementary School**

State the amount to be added to the base bid to provide and install additional doors, glazing, security film and hardware replacement, as shown on various drawings and as indicated in various specification sections.

F. **Alternate Bid No. 3LES: Additional Security Glazing / Fire Rated Security Glazing @ Lore Elementary School**

State the amount to be added to the base bid to provide and install the additional door's glazing with security glazing in lieu of security film, as shown on various drawings, as indicated in various specification sections.

**Note:** This Alternate Bid may be accepted if Alternate Bid No. 2LES is awarded.

**END OF SECTION 01030**

## **SECTION 01040 - COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. The work of this Section applies to all Construction Contract Documents including drawings, Division 1 - Miscellaneous Requirements Sections, and Specifications Sections included in Part-2 through Part-6.

#### **1.2 REQUIREMENTS INCLUDED**

- A. Coordination of submittals.
- B. Coordination meetings.
- C. Coordination drawings.
- D. Coordination of project closeout.
- E. Administrative/supervisory personnel.
- F. Coordination of trades.
- G. Coordination of space.
- H. Coordination of field measurements and field conditions.

#### **1.3 GENERAL REQUIREMENTS**

- A. The Prime Contractor shall coordinate his/her activities with the activities of the Prime Subcontractors and work performed by others.
- B. If necessary, inform each party involved, in writing, of procedures required for coordination; include requirements for giving notice, submitting reports, and attending meetings.
  - 1. Inform the Architect when coordination of his/her work is required.

#### **1.4 COORDINATION OF SUBMITTALS**

- A. Coordinate and correlate the submittals on each work item and on interrelated work items to ensure their timeliness, completeness, consistency, compatibility and compliance with the Contract Documents.
- B. Prepare and submit special coordination drawings where close and careful coordination of information is required for proper fabrication or installation of materials, products or equipment by separate entities. Coordination drawings may



also be required where limited space availability necessitates close and careful coordination for efficient and proper installation of different components.

1. Show interrelationships of components shown on separate shop drawings.
  2. Indicate required installation sequences.
  3. (See also the requirements for the general coordination drawings under paragraph 1.7 below).
- C. Coordinate any request for substitution to ensure compatibility of its space requirements, its operating characteristics and elements and its effects on other work. Prior to proposing a substitution for any item, verify that its size, configuration, supports and connections will coordinate with all other work and that it will fit within the allotted space while allowing for proper operating, maintenance and circulation space.
- D. Comply with requirements for requests for submittal of substitution indicated in AIA A201 and Section 00800.

#### **1.5 COORDINATION MEETINGS**

- A. The Prime General Construction Work Contractor shall hold additional coordination meetings and conferences with Prime Work Subcontractors, and others involved in the Work as needed to ensure coordination of work.
1. Notify the Architect and Construction Manager of such coordination meetings.
- B. Regular project site meetings shall be in accordance with Sections 00870 and 01200.

#### **1.6 COORDINATION OF TRADES**

- A. Coordinate construction activities included under various sections of these Specifications to ensure efficient and orderly installation of each part of the Work and to prevent interferences among parts of the Work. Coordinate work items and construction operations included under different sections of the Specifications that are dependent upon one another for proper installation, connection and operation.
1. Where installation of one part of the Work is interrelated with installation of other components, schedule construction activities in the sequence required to obtain the best results.
  2. Where availability of space is limited, coordinate installation of different components to prevent interferences and to ensure proper accessibility for required maintenance, service and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Where necessary, prepare memoranda outlining special procedures required for coordination. Include such items as required notices, reports and attendance at meetings. Distribute these coordination memoranda to all parties involved in the work being coordinated.
  - 1. Prepare similar memoranda for the Owner and other Contractor(s) where coordination with construction or operations by them is required.
  - 2. Provide copies of such coordination memoranda to the Architect.
- C. Coordinate the scheduling and timing of required administrative activities with other construction activities to avoid conflicts and ensure orderly progress of the Work. Administrative activities include:
  - 1. Preparation and updating of schedules.
  - 2. Preparation and processing of submittals.
  - 3. Preparation and processing of requests for information.
  - 4. Project meetings.
  - 5. Testing and inspection activities.
  - 6. Project close-out activities.

## **1.7 COORDINATION DRAWINGS**

- A. General Requirements: Prepare coordination drawings where limited space available may cause conflicts in the locations of installed products, and where required to coordinate installation of products.
  - 1. In preparing the coordination drawings, large scale details as well as cross and longitudinal sections shall be developed as required to fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items, shafts and similar features.
  - 2. In preparing the coordination drawings, minor changes in pipe or conduit routing that do not affect the intended functions may be made as required to avoid space conflicts, when mutually agreed, but items may not be resized or exposed items relocated or other features affecting the function or aesthetic effect of the building changed without the Architect's prior review and acceptance. It should be assumed that no changes shall be made in any wall or chase locations, ceiling heights, door swings or locations, or window or other openings. If conflicts or interferences cannot be satisfactorily resolved, then the Architect shall be notified and their determinations obtained. Any conflicts or design deviations shall be specifically identified on drawings submitted to them.
  - 3. The coordination drawings shall be submitted, in all cases, in ample time to avoid construction delay. The coordination drawings submitted may lack complete data in certain instances pending receipt of shop drawings, but sufficient space shall be allotted for the items missing, as evidenced by the sign-off of the party responsible for the missing items. When the missing information is available, it shall be promptly incorporated in the composite drawings.

4. Cost and time impacts of relocating any pipe, conduit, or other material that has been installed without proper coordination between all trades involved will be charged to the responsible party. If any improperly coordinated work or work installed that is not in conformance with the approved coordination composites necessitates additional work, the cost and time impacts of all such additional work shall likewise be the responsibility of the affective party. The Architect shall be the sole judge in determining all responsibilities.
5. All changes in the scope of work due to revisions formally issued and approved shall be shown on the composite drawings.
6. All work on the coordination drawings shall be performed by a competent draftsmen and shall be clear and fully legible. The Architect shall be the judge of the legibility of the composite drawings.
7. In particular, prepare the following coordination drawings:
  - a. Drawings showing all piping, cabletrays, electrical ductbanks, and similar items, but not electrical conduit less than 4 inches in diameter.
  - b. Complete architectural, plumbing, mechanical and electrical reflected ceiling layouts, (including conduits, piping, lighting, etc.).
  - c. Special coordination drawings are to be provided for the following:
    - 1) Where space is limited, show plan and cross-section dimensions of space available, including structural obstructions and ceilings as applicable.
- B. The Prime Contractor shall prepare the coordination drawings required for his/her work.
- C. The Prime Contractor for General Construction Work, shall prepare the coordination drawings.
- D. Layout Drawings: As soon as practical, but in no case starting later than thirty (30) days after the HVACR Work Subcontractor has received the notice to proceed, the HVACR Work Subcontractor shall prepare layout drawings of all duct work and piping at not less than 3/8" scale.
  1. These drawings shall show registers, grilles, diffusers and similar features, as well as locations of all units, valves, dampers and other items requiring access for service and maintenance.
  2. The drawings shall also show roof, floor and wall openings, reflected ceiling layouts, structural beams, framing and miscellaneous structural steel supports, ceiling heights, walls, floor to floor dimensions, structural columns, doors and

other major architectural and structural features as shown on the architectural and structural drawings and as per approved shop drawings.

E. Composite Drawings:

1. The HVACR Work Subcontractor shall, as scheduled by the Prime General Contractor, produce a mylar, two (2) prints and one (1) sepia of each layout drawing as described.
2. The sepia will be retained for his/her records while the mylar and two (2) prints will be formally transmitted to the Plumbing Subcontractor, with copies of the transmittal to the Architect.
3. These drawings must be hand delivered or sent via a reliable mailing service that provides receipts and guarantees 24-48 hour delivery.
  - a. Common carrier mailing will not be acceptable.
4. The Plumbing Work Subcontractor, upon receipt of these mylars, will transfer the work from his/her shop drawings to the mylars, at the same time indicating where conflicts exist between his/her work and the work already shown on the mylars.
  - a. The Plumbing Work Subcontractor will utilize a green colored pencil for the layout of his/her work.
  - b. After completion, the Plumbing Subcontractor will forward the mylars and two (2) prints to the Electrical Subcontractor while retaining a sepia for his/her records.
  - c. The same mailing procedures will pertain.
5. The Electrical Work Subcontractor will duplicate the procedure outlined above, utilizing orange colored pencil for his/her layout.
  - a. After completion the Electrical Subcontractor will forward the drawings to the General Contractor, retaining a sepia for his/her records.
6. The Prime General Construction Work Contractor shall then have the HVACR's instrumentation (ATC) Work Subcontractor review the completed composite drawings and attest to his/her concurrence that his/her work can be installed without conflict.
7. The General Construction Work Contractor will schedule coordination meetings on the job site to review the coordination drawings.
  - a. These meetings will be attended by a representative from each of the Subcontractors involved in the coordination process.

- b. At these meetings, these Subcontractors or Prime Contractors will indicate where conflicts exist and resolve the conflicts through mutual agreement.
  - c. Should an impasse occur, the Architect will determine the resolution.
8. When all conflicts are resolved, the Subcontractors will indicate their agreement by signing these final composite drawings.
9. The drawings shall be signed-off by each of the involved Subcontractors, indicating their awareness of and agreement with the indicated routings and layouts and their interrelationship with the adjoining or contiguous work. The General Contractor shall then sign these final composite drawings.
10. The final composite drawings shall be completed and signed-off by all parties no later than ninety (90) calendar days after the General Construction Work Contractor has received the Notice to Proceed.
- a. After the final composite drawings have been agreed upon and signed by the Subcontractors and by the General Construction Work Contractor, the General Construction Work Contractor shall provide and distribute prints to each of the Subcontractors, and four (4) sets of prints to the Architect for reference and record purposes.
  - b. The record copies of the signed-off final composite drawings shall be retained by the General Construction Work Contractor and each Subcontractor as working reference documents.
  - c. All shop drawings, prior to their submittal to the Architect / Construction Manager, shall be compared with these composite drawings and developed accordingly.
    - 1) Any revisions to the composite drawings which may become necessary during the progress of the work shall be noted by the General Construction Work Contractor and by each affected Subcontractor and shall be neatly and accurately recorded on their record copies.
11. The General Construction Work Contractor and each Subcontractor shall be responsible for the up-to-date maintenance of his/her record copies of the composite drawings and for having one up-to-date copy available at the site.
12. The composite drawings, incorporating any subsequent changes thereto, shall be utilized by the General Construction Work Contractor in the development of his/her record drawings.
13. Following sign-off of the final composite drawings, no deviations will be permitted without prior review and acceptance by the Architect.

- a. Unauthorized deviations will be subject to removal and correction at no additional cost to the Owner.

## **1.8 COORDINATION OF PROJECT CLOSEOUT**

- A. Coordinate completion and clean-up work and administrative activities in preparation for Substantial Completion and occupancy of the Work or of designated portions of the Work.
- B. After Owner occupancy, coordinate access for completion or correction of the work not in conformance with the Contract Documents to minimize disruption of Owner's activities.
- C. Assemble and coordinate closeout submittals specified in Section 01700.

## **1.9 REQUIRED ADMINISTRATIVE / SUPERVISORY PERSONNEL**

- A. General: In addition to the other administrative and supervisory personnel required for the performance of the Work, the Prime General Contractor shall provide specific coordinating personnel as specified herein.
- B. Project Manager / Superintendent: A full time on site Project Manager, with a recommended minimum of eight (8) years experience, including project management experience on a similar type of projects.

- 1. The Prime Contractor for General Construction Work shall provide a full-time staff member or members, (Project Manager/Superintendent), experienced in coordination of plumbing and electrical work on projects of this type and scale, including administration and supervision.

- a. Responsibilities:
  - 1) Coordinate all plumbing, mechanical and electrical work, and coordinate that work with the other work of the project.
  - 2) Where space is limited, coordinate arrangement of plumbing, mechanical and electrical, and other work to fit.
  - 3) Coordinate cutting and patching activities and sequencing.
  - 4) Coordinate use of temporary facilities.
- b. Prepare coordination drawings where required and where indicated.
- c. Provide information to the entity preparing the progress schedule.
- d. Participate in progress meetings; report progress, changes required in schedules, and unresolved problems.
- e. Review submittals for compliance with the contract documents and for coordination with other work.

- f. Check field dimensions, clearances, relationships to available space, and anchors.
  - g. Check compatibility with equipment, other work, electrical characteristics, and operational control requirements.
  - h. Coordinate controls, interlocks, wiring of switches, and relays.
  - i. Coordinate wiring and control diagrams.
  - j. Review the effect of changes on other work.
  - k. Obtain and distribute installation data on each item of equipment requiring mechanical or electrical connections; include:
    - 1) Electrical power characteristics.
    - 2) Control wiring requirements.
  - l. Observe and maintain record of tests and inspections.
  - m. Observe work for compliance with contract documents and notify the applicable contractor in writing of observed defects in the work.
  - n. Coordinate and observe startup and demonstration of equipment and systems.
  - o. Coordinate maintenance of record documents.
  - p. Assist the Architect / Construction Manager with final inspections.
2. Prime Contractor / Subcontractor(s) shall provide staff for coordination between trades. Staff requirements noted above represent the minimum full-time on site staff required.
  3. Staffing is subject to Owner / Architect / Construction Manager's approvals.
  4. Staff members may not be removed or replaced without Owner/Architect's approvals.
  5. Staff name(s), duties and resumes are to be submitted to the Architect for approval within fifteen (15) days of the Notice to Proceed.

#### **1.10 COORDINATION OF TRADES**

- A. Coordinate work with other trades to eliminate any possible interference before any piping, conduit, equipment, devices, controls, supports, and fixtures are installed.
- B. Where multiple items of plumbing, mechanical and electrical equipment, devices, piping, conduits, supporting metal work, hangers, pull boxes, outlets, or controls are

shown on any of the Contract Documents of the various trades in the same location, coordinate and adjust items to fit within designated location(s).

- C. Provide and install necessary offsets, bends, turns and modifications in piping, ductwork, conduit and devices required to install the work without interference with that of other trades or structure, without additional cost to the Owner.
- D. For products specified to be furnished by one Contractor and installed by another Contractor:
  - 1. Contractor specified to furnish (or remove) product shall be responsible for delivery to (or return from) the project site, and shall pay transportation costs.
  - 2. Contractor specified to install product shall be responsible for coordinating product delivery, loading or unloading, storing, protecting and installing product as required.

### **1.11 COORDINATION OF SPACE**

- A. Coordinate use of available space and sequence of installation for work (e.g., plumbing and electrical work) which is indicated diagrammatically or schematically on the drawings. Prevent physical interference of components. Follow routing shown for pipes, and conduits, taking into account the limitations of available space; make runs parallel with lines of building. Utilize space efficiently to ensure proper installations (including installation of other work) and accessibility for maintenance, service and repairs.
- B. Detailed drawings of proposed departures from spatial arrangements or locations indicated in the Contract Documents, due to field conditions or other causes, shall be submitted to the Architect for review. No such departures shall be made without prior review by the Architect.
- C. Where required for coordination, the Architect will have the authority to order, as changes in the Work, changes in locations and sizes of piping, ductwork conduit, raceways and ducts. Such changes shall be made without adjustment to the Contract Sum or Contract Time.
- D. Field verify measurements of existing items and work which precedes each sequence. Ensure proper fit and location.
- E. In finished areas, conceal pipes, and wiring in the construction.
- F. Coordinate locations of fixtures and outlets with finish elements.

### **1.12 COORDINATION OF FIELD MEASUREMENTS AND FIELD CONDITIONS**

- A. Prior to ordering materials or equipment or performing work, the Contractor and/or Subcontractors shall verify Contract Document and submittal of dimensions and



weights affecting their work and other Prime Contractor's work associated with field measurements and field conditions at the project site, and shall be responsible for their accuracy and correctness.

- B. Differences discovered from dimensions or weights indicated in the Contract Documents or submittals shall be submitted in writing to the Architect for review, before proceeding with the work.
- C. Commencing work implies acceptance of surfaces, areas, preceding work and other field conditions, and verification of dimensions, by the Contractor.
- D. No Change Order will be issued in cases where discrepancies in dimensions are discovered after work has been commenced or where the Contractor has failed to properly investigate and take into account field measurements and existing field conditions.
- E. Inspection of Conditions: Require the Installer of each major component to inspect both substrate and conditions under which his/her work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- F. Recheck measurements and dimensions, before starting each installation.
  - 1. Submit to the Architect for review any change in dimensions shown on the Contract Documents or submittals affecting physical size, shape or location of any part of the work, whether due to field conditions or other causes.
- G. Passage of equipment:
  - 1. If any structure, equipment or system must be altered to allow passage of equipment, the person or entity responsible for providing that structure, equipment, or system shall restore it to its original condition, without additional cost to the Owner.
  - 2. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- H. Verify the size of shafts and chases, the adequacy of partition thickness and the clearance in double partitions and hung ceilings for proper installation of work.
  - 1. (Sub)Contractors shall cooperate in arranging their work with other (Sub)Contractors whose work is in the same spaces.
  - 2. The amount of space occupied by each trade's work shall be kept to the minimum required.
  - 3. Arrange for chases, slots and openings in other building components during progress of construction, to allow for timely installation of work.

- I. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- J. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.
- K. Provide all appropriate structural supports, hangers, and associated assemblies which include but are not limited to materials, finishes, equipment, fixtures, piping, raceways, plumbing and electrical components. This work shall be in conformance with requirements of the Contract Documents whether or not indicated by a reference in specification or as may be in detail shown on drawings and schedules.
- L. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- M. Install each component during weather conditions and construction status that will ensure best possible results. Isolate each part of completed construction from incompatible material as necessary to prevent deterioration.
- N. Coordinate temporary enclosures with required inspections and tests, to minimize necessity of uncovering completed construction for that purpose.
- O. Where mounting heights are not indicated:
  - 1. Install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.
  - 2. Install plumbing and electrical systems, materials and equipment to provide maximum possible headroom. Maintain maximum headroom and space conditions. Where headroom or space conditions (less than 8'-0") appear inadequate, the Architect shall be notified before proceeding with the work.

**END OF SECTION 01040**

## **SECTION 01050 - ALTERATIONS, CUTTING, PATCHING AND REFINISHING WORK**

### **PART 1 - PRODUCTS**

#### **1.1 RELATED DOCUMENTS**

- A. The work of this Section applies to all Construction Contract Documents including drawings, Division 1 - Miscellaneous Requirements Sections, and Specifications Sections included in Part-2 through Part-6.

#### **1.2 DESCRIPTION**

- A. Work included: Alterations, removals and demolition required for this work include, but are not necessarily limited to:
  - 1. Alterations, cutting, patching, removal and preparation work to be done as noted on drawings and as required to complete construction.
  - 2. Patching and refinishing of existing surfaces damaged or left unfinished as a result of this work, including site work and existing ground surfaces; concrete surfaces, etc.
  - 3. Protection.
  - 4. Asbestos.
    - a. The General Contractor's Hazardous Material Abatement Subcontractor will be performing asbestos abatement under this contract. No work may commence until the area of abatement has been cleared by the Environmental Consultant.
    - b. The/Each Contractor shall review and familiarize themselves with the Owners Asbestos Hazard Emergency Response Act (AHERA) report prior to the commencement of any demolition activity. Also, the/all Contractor(s) will be provided with an inventory of all ACM (Asbestos Containing Materials) in the buildings where they are working, and will be required to sign a form (provided by the Owner) that they are in receipt of the inventory.
    - c. Contractor(s) is/are herein cautioned that asbestos may be within concealed spaces where work will be taking place. The Contractor shall immediately notify the Owner if any concerns or conditions arise in regards to potential asbestos containing building materials (ACBM's) in order that the owner may verify same and take appropriate action. The Contractor shall not proceed with the work until the material has been abated and air sampling clearance levels have been achieved as set forth by the Owner's Environmental Consultant.

- d. The Contractor shall employ personnel who are trained in accordance with OSHA workplace standards as they pertain to asbestos.
- e. **The Architect has no authority or professional involvement relative to the hazardous material/asbestos removal or disposal phase for this project and are not available for questions and/or direction in this regard. The hazardous material/ asbestos reference is included as a convenience for the Owner, and the Architect accepts no responsibility nor liability for the accuracy of information, bidders conclusions, methods to be used, nor for any aspect of approvals required by the Contractor in undertaking and completing this project insofar as hazardous material/asbestos is concerned. The Contractor shall direct any/all questions and concerns to the to the Construction Manager / FVHD Architects who in return will forward any and all the questions / concerns to Pennoni Associates (Owner's Hazardous Material Abatement Consultant).**
- f. Worker and Community Right to Know Act Requirements
  - 1) It is required that the Contractor and/or Subcontractors comply with all of the requirements of HAZCOM 2012 and New Jersey Right To Know (RTK) program. General Contractor is responsible for ensuring that containers of substances belonging to the Contractor and/or Subcontractors that are stored at the Owner's facility are properly RTK labeled. Refer to N.J.A.C. 8:59-5.10.
  - 2) Surveys of hazardous substances stored at the Owner's facility by the Contractor and/or Subcontractor are to be provided to the Owner of the facility. Refer to N.J.A.C. 8:59-2.2(h).
  - 3) Material Safety Data Sheets (MSDS) and/or Safety Data Sheets (SDS) from manufacturers must be provided to the Owner for all products present at, purchased for, and brought on site by Contractors and/or Subcontractors to the Owner's facility. Refer to N.J.A.C. 8:59-2.2(1).
  - 4) Contractor and/or all Subcontractors must submit, prior to starting any work, a copy of their approved Hazard Communication Plan - 29 CFR 1910.1200.
- 5. This project shall be subject to the requirements of the EPA "Renovation, Repair and Painting" rule including the following:
  - a. The Contractor must be lead safe trained and certified. The Contractor will be required to submit a copy of their EPA certificate prior to the start of the work.
  - b. The Contractor shall provide the Owner with a copy of the EPA's Lead Hazard Management information pamphlet "Renovate Right-Important Lead hazard Information for Families, Child Care Providers and Schools"

prior to the start of any renovation work. The Contractor shall have the Owner sign a pre-renovation disclosure form confirming receipt of the pamphlet.

- c. The Contractor shall at all times employ lead safe practices as identified in the rules.
6. This project shall be subject to the requirements of the EPA rules on diesel exhaust and off-site particulate dust, including the following:
    - a. Diesel exhaust contributes the highest cancer risk of all air toxics in New Jersey and is a major source of NOx within the state. Therefore, per NJ DEP recommendations, construction projects involving non-road diesel construction equipment operating in a small geographic area over an extended period of time shall implement the following measures to minimize the impact of diesel exhaust:
      - 1) All on-road vehicles and non-road construction equipment operating at, or visiting, the construction site shall comply with the three minute idling limit, pursuant to N.J.A.C. 7:27-14 and N.J.A.C. 7:27-15. Contractor shall purchase "No Idling" signs to post at the site to remind subcontractors to comply with the idling limits. Signs are available for purchase from the Bureau of Mobile Sources at 609/292-7953 or <http://www.stophesoot.org/sts-no-idle-sign.htm>.
      - 2) All non-road diesel construction equipment greater than 100 horsepower used on the project for more than ten days shall have engines that meet the USEPA Tier 4 non-road emission standards, or the best available emission control technology that is technologically feasible for that application and is verified by the USEPA or the CARB as a diesel emission control strategy for reducing particulate matter and/or NOx emissions.
      - 3) All on-road diesel vehicles used to haul materials or traveling to and from the construction site shall use designated truck routes that are designed to minimize impacts on residential areas and sensitive receptors such as hospitals, schools, daycare facilities, senior citizen housing, and convalescent facilities.
    - b. Contractor will be liable for the effects of off-site particulate dust and/or odors during construction and shall take steps to minimize the impact of air pollution from these activities.

B. Related Sections:

1. Section 00870 - Miscellaneous Requirements.
2. Section 01010 - Summary of the Work.

3. Section 01040 - Coordination.
4. Section 02070 - Selective Demolition.
5. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
  - a. Requirements in this Section apply to plumbing, mechanical and electrical installations. Refer to Divisions 15 and 16 Sections for other requirements and limitations applicable to cutting and patching plumbing and electrical installations.

### **1.3 SUBMITTALS**

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  1. Location and Extent of Work: Submit key plan indicating room location where work to take place. Describe cutting and patching, indicate methods and show how they will be performed.
  2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  3. Products: List products to be used and firms or entities that will perform the Work. Provide samples and field mock-up as indicated or requested by the Architect.
    - a. Samples and field mock-up shall match existing surfaces and colors.
    - b. Obtain Architect's approval prior to proceeding with work.
  4. Schedule and Dates: Provide work schedule, indicate when cutting and patching will be performed.
  5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
  6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

## **1.4 QUALITY ASSURANCE**

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Coordinate cutting of operating elements with other plumbing, HVAC, electrical or other trades.
- C. Miscellaneous Building Elements: Do not cut and patch any building elements or related components in a manner that could change their operation, load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
  - 1. Engage experienced installers or fabricators for all work.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- F. Mock-Ups: Provide mock-ups for Architect / Construction Manager approval for each proposed patching method. Do not proceed with patching work until obtaining of approvals from the Architect / Construction Manager.

## **1.5 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties. Confirm existing warranties with Owner prior to starting of work.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections of these Specifications.

- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
- B. Inspection:
  - 1. Prior to start of any work the Prime General Construction Work Contractor shall verify all existing work area conditions; building lines, lengths, corners and all other dimensions.
    - a. Copies of all surveys performed by the General Contractor shall be submitted to the Construction Manager, Architect in two copies and shall include layout drawings and data sheets.
  - 2. The General Construction Work Contractor shall submit information and survey to other Prime Work Subcontractor(s), the Architect / Construction Manager for all required coordination of new construction work.
  - 3. Prior to work of this section, verify information and survey submitted by the General Construction Work Contractor, carefully inspect the existing conditions and verify that materials and surfaces to be altered or removed are the same as noted on the drawings.
- C. Discrepancies:
  - 1. In the event of discrepancy of existing conditions, surfaces, etc., immediately notify the Architect and the Construction Manager.
  - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.



### **3.2 PREPARATION**

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

### **3.3 PERFORMANCE**

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. The/Each Contractor shall provide cutting, patching, relocations, and or re-installations of existing construction to provide for installation of other components or performance of other construction associated with his/her work, and subsequently patch and finish as required to restore surfaces to their original condition. Work shall be performed whether or not shown on drawings.
  - 2. The General Construction Work Contractor shall provide all required and necessary pockets in concrete and masonry walls including all required cutting, and preparation work to allow for installation of new work. The General Construction Work Contractor shall subsequently patch as required to restore and prepare surfaces to receive new finishes.
  - 3. All repairing, patching, piecing out, filling in, restoring and refinishing shall be neatly done by craftsmen skilled in their respective trades and completed in proper manner to leave same in condition satisfactory to the Architect.
  - 4. All new work shall be installed plumb, level, true, and shall be shimmed as required to cover any irregularities in substrates.
- B. Cutting:
  - 1. Before cutting is started in any location the Contractor shall carefully investigate conditions as to human and structural safety, existing piping, wiring and items concealed, and wherever same interfere with the work they shall be properly relocated, rerouted or removed as the case may be, at no increase to contract price.

2. Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  3. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  4. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  5. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  6. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  7. Do not disturb any structural work, plumbing, steam, gas, or electric work without approval of Architect.
  8. Plumbing, Mechanical and Electrical Services:
    - a. Cut off pipe or conduit in walls or partitions to be removed shall be performed by respective trade.
    - b. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting shall be performed by respective trade.
  9. Proceed with patching after construction operations requiring cutting are complete.
    - a. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work.
  10. Existing work disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled or replaced with new work, and refinished and left in as good condition as existing before commencing work.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Field Mock-up: Prepare field mock-up of proposed restoration method as requested or required by the Architect. Obtain Architect's approval prior proceeding with actual work.
3. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate or minimize evidence of patching and refinishing.
4. Floors and Walls: Where walls, partitions and/or built-in cabinets that are removed extend one finished area into another, patch and repair floor and wall surfaces in the existing and new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
5. Ceilings: Cut, remove, patch, repair, install new including hanging assemblies and finish ceilings as necessary to provide an even-plane surface of uniform appearance.

### **3.4 CLEAN-UP**

- A. Areas where demolition is in progress within or adjacent to Owner occupied areas shall be broom cleaned at the end of each working day.
- B. Do not burn materials or debris on premises.
- C. Do not allow demolished materials to accumulate inside or outside of existing building.
- D. Remove from the site all rubbish and debris resulting from work of this section.
- E. If the Contractor fails to clean-up their debris within 24 hours, the Owner has the right to clean-up the debris left by the Contractor. All associated clean-up costs, incurred by the Owner, will be back-charged to the Contractor.

### **3.5 PROTECTION**

- A. Contractor shall provide all other necessary temporary enclosures, guard rails, barricades, etc. to adequately protect all workers and public from possible injury. Provide all necessary temporary partitions, enclosures, coverings of approved materials and construction and for confining dust and debris.

- B. Contractor shall be responsible for the protection of the existing buildings, facilities and improvements within the areas where work is being done. Any disturbance or damage to the work, the existing buildings, and improvements, equipment or any impairments of facilities resulting from his/her work, shall be promptly restored, repaired, or replaced by the responsible Contractor at no extra cost to the Owner.
- C. Adequate protection of persons and property shall be provided at all times, including Saturdays, Sundays and holidays, and during time work is being performed and after working hours. Protection shall include barricade fencing, traffic control, dust partitions, weather protection and other means as required.
- D. Preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site and along access to the site. Be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stock-piling of materials or tracking of grass areas by equipment.

### **3.6 SALVAGE**

- A. Partial Removal: Items of salvable value to Contractor may be removed from structure as work progresses. Salvage items must be transported from site as they are removed.
  - 1. Storage or sale of removed items on site will not be permitted.
- B. Items designated on drawings or in specifications to remain the property of the Owner, or to be reused, shall be removed, and securely stored with care to prevent damage. Repair or replace such items damaged in removal.
- C. Before transporting non-designated, removed items from the site, contact Architect/ Construction Manager for decision as to what items if any are to remain the property of the Owner. Items retained by the Owner will be transported by him to his/her storage area.

### **3.7 STANDARDS**

- A. All demolition work shall be performed in accordance with the applicable rules and regulations and the Codes and Ordinances of local, State and Federal authorities, and in accordance with the requirements of public utility corporations.
- B. Work shall satisfy requirements of the Occupational Safety and Health Act of 1970 with amendments.
- C. Work not affected by more stringent requirements of regulatory agencies shall satisfy the provisions of ANSI-A10.6-2006 - American National Standard Safety Requirements for Demolition.
- D. Confine the movement and storage of vehicles, equipment and materials to such routes and locations as may be designated by the Owner and Architect.

- E. The building and grounds will be maintained in a clean and orderly manner so as to conform with all local fire safety regulations and in accordance with the latest editions of the Safety Code of the National and State Board of Fire Underwriters.

### **3.8 INGRESS, EGRESS AND CIRCULATION**

- A. The Prime Contractor shall be responsible for performing his/her construction activities in such manner to maintain ingress and egress for visitors and occupants of Owner-occupied areas and to continuously maintain all required emergency exits from and circulation between existing facilities. Passageways for emergency exits shall be kept continuously free from debris, construction equipment, tools, stockpiles or materials, and other hazards to speedy evacuation. The Contractor shall provide all necessary temporary work as prudence and good practice may dictate and in accordance with Applicable Law and Authorities having jurisdiction to obtain and maintain all such ingress, egress and circulation requirements. The Prime Contractor shall be responsible for providing coordination of this temporary work between Subcontractor(s), as directed by the Architect. All temporary work shall be removed when no longer required.

### **3.9 NON-INTERFERENCE WITH OWNER'S OPERATIONS**

- A. Work under this Contract will be performed when the existing buildings are occupied. Coordinate with Owner's schedule and operation, obtain Construction Manager's approval prior to proceeding with work.
- B. Contractor shall acquaint himself with the general character of the Owner's operations prior to commencing work and shall schedule his/her work to avoid interference therewith. The sequence of alteration operations shall be in accordance with a schedule of contract operations approved by the Owner and Architect.
- C. The Contractor shall not start work until the schedule has been approved in writing by the Architect and the Owner. The Contractor shall not perform work in occupied areas without giving the Owner 72 hours written notice of his/her intention to work in occupied areas.
- D. The Contractor shall expedite placing orders and submission of shop drawings for equipment required to complete work under this Contract to ensure delivery of all equipment with adequate time allowed to complete the installations to conform to the project completion date.

### **3.10 REMOVAL AND DISPOSAL OF DEBRIS, RUBBLE, TRASH, ETC.**

- A. The Prime Contractor shall be responsible for collection and disposal of own debris of all kinds, unsanitary, rubble, trash, combustible materials, etc. created by and in the execution of his/her contract and operations, on a daily basis. Provide clean up in accordance with Article 3.4 above. If hazardous or other harmful waste material are discovered, those materials shall be removed and disposed of by Hazardous Material Abatement Subcontractor.

1. Disposal shall be to trash receptacles, hoppers, containers, dumpsters, etc. provided by the Prime Contractor.
2. Disposal shall include all debris created by or connected with the operations of the Contractor and his/her Subcontractors and material suppliers.
3. The Prime Contractor shall pay all costs, fees and permits attendant to the loading, unloading, cartage, dumping and off-site disposal of all indicated materials, rubbish and/or debris. The complete removal and disposal shall be performed with such frequency as to maintain the grounds around the building free from debris.
  - a. Areas designated as "Loading Area" will be the only place that this Contractor will be allowed to load and off load usable materials and/or debris.
  - b. He/She shall, at no time, block the fire exits of the building.
  - c. He/She will erect a snow fence around the area at the start of the job; remove same at completion of the work.
  - d. He/She will further repair any damage done to sidewalks, pavements and lawn areas upon completion of the work at no additional cost to the Owner.

**END OF SECTION 01050**

## SECTION 01151 - UNIT PRICES

### PART 1 GENERAL

#### 1.1 PROCEDURE

- A. Bidder shall insert on the Proposal Form, all Unit Prices applicable to the work under his/her bid. Unit Prices will be used as the basis for computing "additions to" or "deductions from" the Contract Price for extra work and for work countermanded, reduced or omitted.
- B. Except as otherwise provided in the General Conditions, the Unit Prices when accepted, adjusted or established by the Contract shall remain binding and irrevocable for the entire period of the Contract, regardless of the quantities of work ordered or required under such Unit Prices.
- C. The acceptance of the Unit Price is on condition that the general character of the material and workmanship required for any work related thereto shall be equivalent to corresponding work as shown and specified, and that all costs, overhead and profit, as well as all incidental work required in connection therewith, has been included in the Unit Price.

#### 1.2 UNIT PRICES - GENERAL CONSTRUCTION: Materials in Place.

Cost to remove asbestos floor tile and mastic \$\_\_\_\_\_ per 100 sq. ft.

Cost of remove asbestos pipe insulation (glove bag) \$\_\_\_\_\_ per lin. ft.

#### 1.3 UNIT PRICES - ELECTRICAL WORK: Materials in Place.

Outlet, including outlet boxes and wiring. Receptacles will generally be connected to adjacent receptacle circuits, at locations as directed by Architect. \$\_\_\_\_\_ per unit

Light fixture type "A", including wiring. \$\_\_\_\_\_ per unit

Light fixture type "A1E", including wiring. \$\_\_\_\_\_ per unit

Light fixture type "A2", including wiring. \$\_\_\_\_\_ per unit

Light fixture type "A2E", including wiring. \$\_\_\_\_\_ per unit

Light fixture type "A3", including wiring. \$\_\_\_\_\_ per unit

Light fixture type "A3E", including wiring. \$\_\_\_\_\_ per unit

Light fixture type "B", including wiring. \$\_\_\_\_\_ per unit

Light fixture type "C", including wiring. \$\_\_\_\_\_ per unit

Ceiling mounted occupancy sensor, including wiring. \$\_\_\_\_\_ per unit

END OF SECTION 01151

## **SECTION 01200 - PROJECT MEETINGS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
  - 1. Pre-Construction Conference
  - 2. Pre-Installation Conferences
  - 3. Coordination Meetings
  - 4. Progress Meetings
- B. Construction Schedule requirements is specified in another Division 1, Section.

#### **1.3 PRE-CONSTRUCTION CONFERENCE**

- A. The Architect will schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than fifteen (15) calendar days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect, Construction Manager and their consultants, the Prime Contractor and his/her superintendent(s), major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could effect progress including such topics as:
  - 1. Tentative construction schedule
  - 2. Critical work sequencing
  - 3. Designation of responsible personnel
  - 4. Procedures for processing field decisions and Change Orders
  - 5. Procedures for processing Applications for Payment
  - 6. Distribution of Contract Documents
  - 7. Submittal of Shop Drawings, Product Data, and Samples
  - 8. Preparation of record documents
  - 9. Use of the premises
  - 10. Office, Work, and storage areas
  - 11. Equipment deliveries and priorities



12. Safety Procedures
13. First Aid
14. Security
15. Housekeeping
16. Working hours

#### **1.4 PRE-INSTALLATION CONFERENCES**

- A. The Prime Contractor to conduct a pre-installation conference at the sites before each construction activity that requires coordination with other construction. The installer and representative of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect and Construction Manager of scheduled meeting dates.
  1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
    - a. Contract Documents
    - b. Options
    - c. Related change orders
    - d. Purchases
    - e. Deliveries
    - f. Shop Drawings, product data and quality control samples
    - g. Possible conflicts
    - h. Compatibility problems
    - i. Time schedules
    - j. Weather limitations
    - k. Manufacturer's recommendations
    - l. Compatibility of materials
    - m. Acceptability of substrates
    - n. Temporary facilities
    - o. Space and access limitations
    - p. Governing regulations
    - q. Safety
    - r. Inspection and testing requirements
    - s. Required performance results
    - t. Recording requirements
    - u. Protection
  2. Record significant discussions and agreements and disagreements of each conference along with the approved schedule. Distribute the record of the meetings to everyone concerned, promptly, including the Owner, the Architect and the Construction Manager.
  3. Do not proceed if the conferences cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conferences at the earliest feasible date.

## **1.5 COORDINATION MEETINGS**

- A. The Contractor for General Construction will conduct project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## **1.6 PROGRESS MEETINGS**

- A. Regular Progress Meetings: The Construction Manager / Architect will schedule and conduct regular progress meetings as follows:
  - 1. Weekly meetings with the Contractor and Subcontractors.
  - 2. Bi-weekly meeting with the Owner, Architect, Contractor and Subcontractors.
    - a. Weekly meetings between the Contractor and Subcontractors will be the responsibility of the Contractor and the Architect will not attend.
- B. Special Meetings will be conducted as required by the progress of the work
- C. Location of the meetings: Meetings shall be conducted at the field office of the Owner's Representative / Construction Manager.
- D. Attendance: Attendance at Construction Meetings shall be as follows:
  - 1. The Owner shall be in attendance at bi-weekly meetings and at any special meetings as appropriate to the agenda.
  - 2. The Construction Manager, Architect and his professional consultants, as needed, at bi-weekly meetings and at any special meetings as appropriate to the agenda.
  - 3. The Contractor at all construction meetings.
  - 4. Subcontractors as appropriate to the agenda.
  - 5. Suppliers as appropriate to the agenda.
  - 6. The Owner's Representative at all construction meetings.

- E. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
- F. Contractor's Construction Schedule:
  - 1. Review the present and future needs of each entity present, including such items as:
    - a. Interface requirements
    - b. Time
    - c. Sequences
    - d. Deliveries
    - e. Off-site fabrication problems
    - f. Access
    - g. Site utilization
    - h. Temporary facilities and services
    - i. Hours of work
    - j. Hazards and risks
    - k. Housekeeping
    - l. Quality and work standards
    - m. Change orders
    - n. Documentation of information for payment requests
- G. Reporting: No later than three (3) business days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- H. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.
- I. Attendance by the / all Contractor(s) is mandatory, whether the meetings are weekly, bi-weekly or at whatever interval is determined by the Architect and the Construction Manager.
  - 1. Unless given prior approval by the Construction Manager / Architect in writing not to attend meetings, Contractor will be fined **\$250.00** for each regularly scheduled meeting for which he/she is not represented by a person in authority who can speak for and/or make decisions for the Contractor.
  - 2. Fine amounts shall be withheld and deducted from the Contract Sum.

**END OF SECTION 01200**

## **SECTION 01325 - CONSTRUCTION SCHEDULE**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Work included: To assure adequate planning and execution of the work so that the completion of the work is within the time proposed and allowed in Section 01800 and other documents in the contract, and to assist the Owner in appraising the reasonableness of the proposed schedule and in evaluating progress of the work, prepare and maintain the schedules and reports described in this section.
- B. Preliminary Construction Schedule ("Construction Summary by Phase") and Phasing Plan:
  - 1. The preliminary project schedule provided herein is intended to be used as a guide by the Contractor during the Bidding and the Construction Phases.
  - 2. The Construction Manager, the Architect and the Owner will not be held liable for the scheduled activity durations identified in the schedule.
  - 3. The Phasing Plan provided with Bidding Documents is intended to provide the Contractors with a basis for scheduling construction to satisfy Owner's requirements for continuing operation and ease of coordination with Prime Contractor's Subcontractor for Asbestos Abatement work.

#### **1.2 QUALITY ASSURANCE**

- A. Qualifications of Scheduling Personnel: Employ a scheduler who is thoroughly trained and experienced in compiling construction schedule data, in analyzing by use of Critical Path Method or PERT, and in preparation and issue of periodic reports as required below.
- B. Reference Standards: Perform all data preparation, analysis, charting, and updating in accordance with all recommendations contained in the current edition of "CPM in Construction" Manual of Associated General Contractors, (or in accordance with other standards approved).
- C. Reliance upon Approved Schedule:
  - 1. The Contractor's CPM construction schedule shall be an integral part of the Contract, shall incorporate the milestone Contract Completion dates specified elsewhere in the Contract Documents (Section 01800), for each Building / Phase, and shall establish interim completion dates for all construction activities related to each Phase.
  - 2. It is the responsibility of the Contractor for General Construction to obtain all necessary information from Subcontractors, Suppliers, the Owner, Architect,

Engineers, Owner's Representative, and any other entities with whom the schedule must be coordinated.

3. Should any activity not be completed within 7 calendar days after its scheduled completion date, the Owner shall have the right to order the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.
4. Should any activity be 15 or more calendar days behind schedule, the Owner shall have the right to perform the activity or have the activity performed by whatever method the Owner deems appropriate.
5. The Contractor shall reimburse any costs incurred by the Owner in connection with expediting construction activity under this Article to the Owner.
6. It is expressly understood and agreed that failure by the Owner to exercise the option to either order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered precedent setting for any other activities, nor shall it relieve the Contractor of the obligation to complete the Work of each Phase by the Contract milestone date.

### **1.3 SUBMITTALS**

- A. General: Comply with the provisions set forth herein.
- B. Coordination: The Contractor for General Construction shall be responsible for preparation/submission of all scheduling documents. The Prime Contractor and Subcontractors shall provide the Contractor for General Construction information required to prepare the Preliminary Analysis, Construction Schedule and Periodic Reports. Failure of any one or more Subcontractors to provide information requested in a timely manner shall result in the Owner withholding payments until such information is provided.
- C. Preliminary Analysis: Within ten (10) calendar days after issuance of Notice to Proceed, submit one electronic copy, one reproducible copy and four prints of a preliminary construction schedule prepared in accordance with Part 3 of this Section.

**Note:** No initial Application for Payment will be approved for payment prior to submission of these items.

- D. Construction Schedule: Within fifteen (15) calendar days after issuance of Notice to Proceed, submit one electronic copy, one reproducible copy and four prints of construction schedule prepared in accordance with Part 3 of this Section.

**Note:** No second Application for Payment will be approved for payment prior to submission of and approval of the General Construction Contractor's Construction Schedule.

- E. Periodic Report:
  - 1. On the first working day of each month following submittal described in Paragraph D. above, submit one electronic copy and four prints of the construction schedule updated as described in this Section.
  - 2. On a weekly basis, on the day determined at the Preconstruction Meeting, submit the Weekly Status Report updated and described in this Section.
- F. Processing of future Applications for Payment shall be conditioned upon timely submission of Periodic Reports.

## **PART 2 - PRODUCTS**

### **2.1 CONSTRUCTION ANALYSIS**

- A. The Contractor's Construction Schedule shall be prepared using Primavera Project Planner (version 3.0) software by Primavera Systems, Inc. or other scheduling software approved, in advance, by the Construction Manager. The Contractor shall provide copies of all required items on paper media as well as on hard disk.
  - 1. In the event the contractor receives approval to utilize a scheduling software other than Primavera Project Planner Version 3.0, the contractor shall provide, at no additional cost to the Owner, one licensed copy of such software, in the unopened original packaging with all documentation, original software and manuals.
- B. Logic Diagram: Graphically show the order and interdependence of all activities necessary to complete work, and the sequence in which each activity is to be accomplished as planned by the General Construction Contractor and the project field superintendent in coordination with the Prime Contractor and Subcontractors whose work is shown on the diagram. Activities shown on the diagram shall include, but are not necessarily limited to:
  - 1. Project mobilization;
  - 2. Project Phasing and Milestones;
  - 3. Submittals and approvals of Shop/ Coordination Drawings, Color Selections and Samples;
  - 4. Procurement of equipment and critical materials (required for any item with a lead time exceeding 20 calendar days);
  - 5. Fabrication of special material and equipment, and their installation and testing;
  - 6. Activities corresponding to entries on the Schedule of Values in accordance with E. below;

7. Inspections by the Local Construction Office and Testing and Inspection by the Contractor's consultant;
  8. Required Pre-Installation Meetings;
  9. Building Enclosure (temporary and permanent) and required heat/ climate control;
  10. Completion and occupancy of individual phasing areas per Phasing Plan;
  11. Final clean-up;
  12. Final inspection and testing;
  13. All activities by the Owner's contractor(s) that effect progress, required dates for completion, or both, for all and for each part of the work.
- C. The detail of information shall be such that duration times of activities shall normally range from one to twenty days (except for long lead fabrication and delivery activities as required herein). The selection and number of activities shall be subject to the Owner's approval.
1. Show on the diagram, as a minimum for each activity, preceding and following activity numbers, description of each activity, cost, and activity duration in calendar days. Submit diagram on a sheets 24-30 inches high by 36-42 inches wide required.
  2. Mathematical Analysis: Furnish a mathematical analysis of the diagram by computer-aided means, including a tabulation of each activity. Show the following information as a minimum of each activity:
    - a. Preceding and following activity number(s);
    - b. Activity descriptions;
    - c. Earliest start date (by calendar date);
    - d. Latest start date (by calendar date);
    - e. Earliest finish date (by calendar date);
    - f. Latest finish date (by calendar date);
    - g. Total float (by calendar days);
    - h. Monetary value of the activity;
    - i. Percentage of activity completed;
    - j. Contractor's earning based on portion of activity completed.
- D. The means used in making the mathematical analysis shall be capable of compiling the total value of completed and partially completed activities, and be capable of accepting modifications approved for time and logic adjustments.

- E. Cost Loading of Schedule: The Contractor's Construction Schedule shall be "cost-loaded" such that the schedule shall reflect the planned sequence of work and billing of the contract and shall be coordinated with the schedule of values as otherwise required. On a monthly basis, the value of any monthly Application for Payment shall conform to the value of work completed as reflected on the Monthly Project Schedule Updates.
- F. Periodic Reports: List all activities in computer printouts, sorted as follows:
  - 1. By the activity identification number (overall and by phase/area).
  - 2. By the amount of total float.
  - 3. By early start, then by early finish and then by total float.
  - 4. Provide a hard disk copy of the Periodic Reports required.
  - 5. Other sorts requested by the Owner.

## **2.2 WEEKLY STATUS REPORTS**

- A. Format: The Prime Contractor shall submit weekly status reports in the form supplied at the Preconstruction Meeting to provide sufficient pertinent data to determine that work and materials procurement flow is adequate for all needs of the work.
- B. Content: Show at least the following information:
  - 1. For Work:
    - a. All activities commenced in the preceding two (2) weeks (by area and activity number from the approved Project Schedule).
    - b. All activities completed in the preceding two (2) weeks (by area and activity number from the approved Project Schedule).
    - c. All activities upon which work was performed in the preceding two (2) weeks (by area and new percentage complete conforming to Project schedule information).
  - 2. For Materials: Maintain a database of major items of material to provide weekly update of the buy-out and delivery status showing:
    - a. Item Description, listed in accordance with Specifications Section Number in which the item is called for (Note Project Schedule Activity number for all applicable items).
    - b. Purchase Order No. and Date of Issue.
    - c. Vendor Name.
    - d. Date Shipped and Shipping Means Utilized.
    - e. Estimated Date of Arrival at Job Site.
    - f. Actual Date of Arrival at Job Site and Receiving Report Number.



- C. Data Processing: Process the data by computer-aided methods to a degree of promptness and accuracy assuring complete display of all pertinent current information at date of each periodic report. Provide a hard disk copy of each Weekly Status Report.

## **PART 3 - EXECUTION**

### **3.1 PRELIMINARY ANALYSIS**

- A. Contents:
  - 1. Show all activities of the Prime Contractor under this work for the period between receipt of Notice to Proceed and Submittal of Construction Schedule required as noted above.
  - 2. Show the/each Prime Contractor's general approach to remainder of the work.
  - 3. Show cost of all activities scheduled for performance before submittal and approval of the construction schedule.
- B. Submittals shall be in accordance with other Division 1 provisions.

### **3.2 CONSTRUCTION SCHEDULE:**

- A. As soon as practicable after Contract Award, and not later than fifteen (15) calendar days after the issuance of the Notice to Proceed, the Contractor for General Construction must gather scheduling data from the/all Prime Contractor(s) and complete the Construction Analysis described in Article 2.01 above, in preliminary form. The Contractor for General Construction must then conduct a Scheduling conference attended by the Prime Contractor, key Subcontractors, the Architect and the Construction Manager, review contents of proposed construction schedule, and make all revisions agreed upon at the Scheduling Conference. Submit in accordance with Article 1.03 above.

### **3.3 WEEKLY STATUS REPORT:**

- A. Prepare, update and review with Prime Contractor, key Subcontractors, and Suppliers weekly in accordance with Articles 1.03 and 2.02 above.

### **3.4 PERIODIC REPORTS:**

- A. Construction Schedule, Contents:
  - 1. Report actual progress by updating the mathematical analysis.
  - 2. Note on the summary report, or clearly show on a revised issue of affected portions of the detailed diagram, all revisions causing changes in the detailed program.

3. Revise the summary report as necessary for clarity.
4. Show activities or portions of activities completed during the reporting period and their actual value.
5. State the percentage of work actually completed, the schedule as of the report date, and the progress along the critical path in terms of days ahead of or behind the allowable dates.
6. If the work is behind schedule, also report progress along other paths with negative float.
7. Include a narrative report which shows, but is not necessarily limited to:
  - a. A description of the problem areas, current and anticipated;
  - b. Delaying factors and their impact;
  - c. An explanation of corrective actions taken or proposed.
8. Show the date of latest revision. Submit in accordance with the provisions above.

B. Weekly Status Reports

1. On the letter of transmittal accompanying periodic reports, on an accompanying summary sheet, or by other means acceptable to the Construction Manager and Architect, clearly indicate those items of construction which, or materials the delivery of which are critically overdue or otherwise hazardous to maintenance of the approved schedule.
2. Submit in accordance with the provisions above.

C. Revisions: Make only those revisions to the approved Construction Schedule as are approved by the Construction Manager, Architect and Owner.

**END OF SECTION 01325**

## SECTION 01400 - MATERIAL TESTING / QUALITY CONTROL SERVICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for material testing and quality control services.
  - 1. **Testing and inspecting services are required to verify compliance with requirements specified or indicated and are the responsibility of the Contractor. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.**
- B. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 1. Quality Control Services is the responsibility of the Contractor.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect, and the Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections in AIA Document A201 and Section 01200.
  - 2. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
  - 3. Division 2 through 16 Sections for specific test and inspection requirements.

### **1.3 DEFINITIONS**

- A. Quality Control Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
  - 1. Mockups establish the standard by which the Work will be judged.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

### **1.4 DELEGATED DESIGN**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

### **1.5 REGULATORY REQUIREMENTS**

- A. Copies of Regulations: Obtain copies of referenced regulations which also available in Local Public Libraries.

### **1.6 SUBMITTALS**

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: When requirement is indicated in specific technical section and/or when requested by the Architect, in addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating

that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

D. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## **1.7 QUALITY ASSURANCE**

A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to

inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
  - 1. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
  - 2. Contractor responsibilities include the following:
    - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
    - d. When testing is complete, remove assemblies; do not reuse materials on Project.

3. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and the Owner with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect .
  2. Notify Architect seven (7) days in advance of dates and times when mockups will be constructed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
  5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed, unless otherwise indicated.

## **1.8 QUALITY CONTROL**

- A. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
    - a. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- B. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- C. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
  - 1. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
    - a. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
    - b. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
    - c. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
    - d. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
    - e. Do not perform any duties of Contractor.
  - 2. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
    - a. Access to the Work.
    - b. Incidental labor and facilities necessary to facilitate tests and inspections.
    - c. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
    - d. Facilities for storage and field-curing of test samples.
    - e. Delivery of samples to testing agencies.
    - f. Preliminary design mix proposed for use for material mixes that require control by testing agency.
    - g. Security and protection for samples and for testing and inspecting equipment at Project site.



3. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - a. Schedule times for tests, inspections, obtaining samples, and similar activities.
4. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
  - a. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
  3. Protect construction exposed by or for quality-control service activities.
  4. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 01400**

## **SECTION 01410 - REFERENCES AND INDUSTRY STANDARDS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. The work of this Section applies to all Construction Contract Documents including drawings, Division 1 - Miscellaneous Requirements Sections, and Specifications Sections included in Part-2 through Part-6.

#### **1.2 DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved:" The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities.
- C. "Directed:" Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. "Indicated:" The term "indicated" refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations:" The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish:" The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install:" The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide:" The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer:" An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- J. The term "experienced," when used with an entity, means having successfully completed a minimum of five previous projects similar in size and scope to this

Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction, subject to verification by and approval of the Architect.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. "Project site(s)" is the space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

### **1.3 INDUSTRY STANDARDS**

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
  1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.

- E. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S." .

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01410**

## **SECTION 01505 - TEMPORARY FACILITIES**

### **1. DEFINITIONS**

- A. General Construction Work Contractor, (GC), shall be defined as follows with regard to temporary facilities.
  - 1. On projects awarded as a Single Overall Contract, the General Construction Work Contractor shall provide all facilities required to be furnished by the "General Contractor".

### **2. OFFICE AND STORAGE FACILITIES**

- A. Each Contractor shall provide temporary office and storage facilities for their own use. Storage area shall be as shown on the drawings or as directed by the Architect.
- B. Except as otherwise specifically authorized, storage of materials within the building will not be allowed. It will be the responsibility of each contractor to provide adequate weatherproof storage for materials and equipment provided under his contract.

### **3. JOB TELEPHONE**

- A. The GC shall provide and maintain a city telephone for the use of all contractors. The telephone is to be paid for by the GC and is to remain until the completion of the work. Charges for long distance calls shall be paid for by the persons making such calls.
- B. The GC shall provide and maintain a city telephone for the use of the Construction Manager / Architect. The telephone is to be paid for by the GC and is to remain until the completion of the work. Charges for long distance calls shall be paid for by the persons making such calls.

### **4. TEMPORARY CONSTRUCTION FENCE**

- A. The GC shall provide site construction fence; 6 feet high minimum, chain link fence.
  - 1. Design and install to prevent easy access to site by people and animals.
  - 2. Locate fence as shown on site drawings and as directed by the Construction Manager.
  - 3. Provide gates as required for access.
  - 4. Do not remove until other security facilities, either temporary or permanent, are in place and in operation.

### **5. COMPRESSED AIR**

- A. Each Contractor shall furnish his own equipment and energy source to provide compressed air required for the completion of work under his contract.

## **6. REMOVAL AND DISPOSAL OF DEBRIS**

- A. The GC shall provide and pay all costs, fees and permits attendant to the loading, unloading, cartage, dumping and disposal of all rubbish and/or debris.
  - 1. GC shall provide dumping and disposal containers for all Subcontractors which shall be located as directed by the Construction Manager.
  - 2. Each Contractor is responsible for the removal from the building and disposal of all rubble, trash, combustible materials and debris of all kinds created by and in the execution of his contract. This includes all debris created by or connected with the operations of his subcontractors and material suppliers.
  - 3. The complete removal of all debris shall be performed on a daily basis with such frequency as to maintain all construction areas, building areas and grounds around the building free from debris.
- B. Areas designated as "Loading Area" will be the only place that the GC will be allowed to load and off load usable materials and/or debris. He shall, at no time, block the fire exits of the building. He will erect a snow fence around the area at the start of the job; remove same at completion of the work. He will further repair any damage done to sidewalks, pavements and lawn areas upon completion of the work at no additional cost to the Owner.

## **7. TOILET FACILITIES**

- A. The GC shall provide and maintain in a neat and sanitary condition temporary toilet facilities for the use of all Contractors and persons employed on the work or connected therewith. Such facilities shall comply with the regulations of the local Department of Health and other bodies having jurisdiction.

## **8. REMOVAL AND RESTORATION**

- A. Prior to acceptance of the Project, each contractor shall remove the temporary work for which he has been responsible.

**END OF SECTION 01505**

## **SECTION 01524 - CONSTRUCTION WASTE MANAGEMENT**

### **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 SUMMARY**

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
  - 1. All of Division 1 and attached specifications and drawings that make a part of this contract.

#### **1.3 DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

#### **1.4 SUBMITTALS**

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

- B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Qualification Data: For refrigerant recovery technician.
- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

## **1.5 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1. Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 5. Review waste management requirements for each trade.

## **1.6 WASTE MANAGEMENT PLAN**

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



- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  - 1. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 2. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 3. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
  - 4. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

## **PART 2 - PRODUCTS (NOT USED)**

## **PART 3 - EXECUTION**

### **3.1 PLAN IMPLEMENTATION**

- A. General: Implement waste management plan as approved by Owner / Architect. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with Division 1 Section "Temporary Facilities" for operation, termination, and removal requirements.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
  - 1. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

### **3.2 SALVAGING DEMOLITION WASTE**

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

### **3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL**

- A. General: Recycle beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste off Owner's property and transport to recycling receiving or processor.

### **3.4 RECYCLING CONSTRUCTION WASTE**

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

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

### **3.5 DISPOSAL OF WASTE**

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials on site.
- C. Burying: Do not bury waste materials on site.
- D. Disposal: Transport waste materials off Owner's property and legally dispose of them.
- E. Washing waste materials into sewers or drains is not permitted.

**END OF SECTION 01524**

## **SECTION 01600 - PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. The work of this Section applies to all Construction Contract Documents including drawings, Division 1 - Miscellaneous Requirements Sections, and Specifications sections included in Part-2 through Part-6.

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. General product requirements, including:
    - a. General specification requirements for all products.
    - b. General requirements and procedures for maintenance materials and tools.
  - 2. General requirements for product documentation, including:
    - a. Requirements and procedures for schedule of products.
    - b. General requirements for operation and maintenance data.
  - 3. General procedures for products including:
    - a. Procedures for transportation and handling.
    - b. Procedures for delivery and receiving.
    - c. Procedures for storage.

### **PART 2 - PRODUCTS**

#### **2.1 GENERAL**

- A. Components required to be supplied in quantity within a specification section shall be identical, interchangeable, and made by the same manufacturer.
- B. Do not use products removed from existing construction.

#### **2.2 MAINTENANCE MATERIALS AND TOOLS**

- A. Maintenance Materials: Parts and materials for repair and maintenance; specific items required are specified in product sections.
  - 1. Provide products and tools which are identical to those used in the work; if necessary to obtain identical items, order at the same time as products to be installed or tools to be used in the work.
- B. Package appropriately and label to show type and quantity of contents.

- C. Deliver, handle, and store in the same manner as products to be installed.
- D. Do not turn over to the Owner until date of substantial completion, unless otherwise approved by the Owner.
- E. Deliver to the Owner; unload.
- F. Obtain receipt prior to final payment.

## **PART 3 - EXECUTION**

### **3.1 PRODUCTS**

- A. It is the Contractor's responsibility to select products which comply with the contract documents and which are compatible with one another, with existing work, and with products selected by other Contractors.
  - 1. Verify that electrical characteristics of products are compatible with electrical systems; notify architect of all discrepancies.
  - 2. Where visual matching to an established physical sample is required, the Architect's decision will be final.
- B. Do not use any substitute products which have not been approved in accordance with the requirements of the contract documents.
- C. Where the specification is silent on whether substitutions will be considered, substitutions will be considered only when submitted in accordance with AIA A201 and Section 00800.
- D. Products Specified by Reference Standard: Use any product meeting the specification. Provisions of reference standards shall not modify the responsibilities of the Owner or Architect as defined in the contract documents.
- E. Products Specified by Performance Requirements: Use any product meeting the specification.
- F. Products Specified to Match a Physical Sample: Use any product that matches; obtain the Architect's approval.
- G. Products Specified by Listing a Brand Name Product(s) made by listed Manufacturer(s) as the "Basis of Design":
  - 1. Pursuant to N.J.A.C. 5:34-9.2(c), when a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be

the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence."

- H. Products Specified by Listing Brand Name Product(s) Accompanied by Language Indicating that Substitutions Are Allowed: Provide a product meeting the specification; submit substitution request for any brand-name product, that is not listed, in accordance with AIA A201 and Section 00800.
- I. Products Specified by Listing Manufacturer(s): Provide a product meeting the specification and made by one of the manufacturers listed. Approval of substitutions will be in accordance with AIA A201 and Section 00800.
- J. Unless specified or noted otherwise in the Contract Documents and/or approved submittals, all Work is to be performed in accordance with the respective material Manufacturer's printed installation instruction. Work installed in variance with the Contract Documents, Approved Submittals and Manufacturer's printed installation instructions will be rejected, removed and replaced by the Contractor and at no additional cost to the Owner.

### **3.2 SCHEDULE OF PRODUCTS**

- A. Prepare a complete schedule of products used, including the following for each product:
  - 1. Manufacturer's name.
  - 2. Brand or trade name.
  - 3. Model number, if applicable.
  - 4. Reference standard, if more than one is applicable.
  - 5. Arrange products in the schedule by specification sections; indicate paragraph where specified.
- B. Prepare and submit a preliminary schedule within 15 working days after award of contract; resubmit when revised; submit final schedule prior to final payment. See additional requirements and milestone dates in Section 01800.
- C. Schedule of products shall not be used to obtain approval of substitute products; make separate request for substitution.

### **3.3 OPERATION AND MAINTENANCE DATA**

- A. Provide operation and maintenance data as specified in individual product sections.
  - 1. Provide data sufficient for operation and maintenance by Owner without further assistance from the manufacturer.
  - 2. Provide completed data in time for use during Owner instruction.

3. Contractors shall submit electronic version of the MEP/FP O&M manuals for review by the MEP/FP Consultant. \*Paper copies should not be submitted as part of the MEP/FP review process.
- B. Data Required For Products - General:
1. Name of manufacturer and product.
  2. Name, address, and telephone number of subcontractor or supplier.
  3. Local source of replacements.
  4. Local source of replaceable parts and supplies.
- C. Product Data: Where product data is specified for inclusion in operation and maintenance data, provide manufacturer's data sheets marked to indicate specific product and product options actually installed; delete inapplicable data.
- D. Project Record Documents: Provide an additional copy of applicable record documents for inclusion with the operation and maintenance data.
- E. Coordination Drawings: When coordination drawings are prepared, include a copy with the operating and maintenance data.
- F. Custom Manufactured Products: Provide all information needed for reordering.
- G. Finish Materials: Manufacturer's product data, color/texture designations, and manufacturer's instructions for care, cleaning, and maintenance.
- H. Products Exposed to Weather and Products for Moisture Protection: Manufacturer's product data, recommended inspection schedule and procedures, maintenance and repair procedures, and maintenance materials required.
- I. Equipment: Provide at least the following information:
1. Product data giving equipment and function description, with normal operating characteristics and limiting conditions.
  2. Starting, operating, and troubleshooting procedures.
  3. Cleaning and maintenance requirements and procedures.
  4. External finish maintenance requirements.
  5. List of maintenance materials required.
  6. List of special tools required.
  7. Parts list: List all replaceable parts, with ordering data.
  8. Recommended quantity of spare parts to be maintained in storage.
- J. Systems: Provide overall function description, with diagrams, prepared especially for this project.
- K. Form of Data: Prepare data in the form of an instructional manual.
1. Arrange contents logically, using section numbers and sequence of sections indicated on the table of contents of this project manual.

2. When multiple volumes are used, arrange by related subjects; identify contents in cover title.
3. Assemble into 3-ring binders with maximum 2-inch ring size.
  - a. Hardback, cleanable plastic covers.
  - b. Identify each book with title "Operation and Maintenance Instructions" and project name.
  - c. Page size 8-1/2 by 11 inches, maximum.
  - d. Prepare special typewritten data on minimum 20-pound paper.
  - e. Provide tabbed divider for each product and system.
  - f. Drawings: Bind in with other data; provide reinforced binding edge; fold larger drawings to size of pages.
    - 1) Do not use pockets or loose drawings.
4. Provide table of contents for each volume listing:
  - a. Name of the project.
  - b. Name, address, telephone number, and contact name of:
    - 1) Architect.
    - 2) Contractor.
  - c. Index of products and systems included in volume.

### **3.4 TRANSPORTATION AND HANDLING**

- A. Require supplier to package finished products in a manner which will protect from damage during shipping, handling, and storage.
- B. Transport products by methods which avoid damage.
- C. Deliver in dry, undamaged condition in manufacturer's unopened packaging.
- D. Provide equipment and personnel adequate to handle products by methods which prevent damage.
- E. Provide additional protection during handling where necessary to prevent damage to products and packaging.
- F. Lift large and heavy components at designated lift points only.

### **3.5 DELIVERY AND RECEIVING**

- A. Arrange deliveries of products to allow time for inspection prior to installation.
- B. Coordinate delivery to avoid conflict with the work and to take into account both the conditions at the site and the availability of personnel, handling equipment, and storage space.
- C. Clearly mark partial deliveries to identify contents, to permit easy accumulation of entire delivery, and to facilitate assembly.



- D. Promptly inspect shipments and remedy damage, incorrect quantity, incompleteness, improper or illegible labeling, and noncompliance with requirements of contract documents and approved submittals.

### **3.6 STORAGE**

- A. No indoor storage areas are available on site.
- B. General Storage Procedures:
  - 1. Store products immediately on delivery.
  - 2. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
  - 3. Store in a manner to prevent damage to the stored products and to the work.
  - 4. Store moisture-sensitive products in weathertight enclosures.
  - 5. Store indoors if necessary to keep temperature and humidity within ranges required by manufacturer.
  - 6. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
  - 7. Arrange storage to provide access for inspection and inventory.
  - 8. Periodically inspect and remedy damage and noncompliance with required conditions.
- C. Loose Granular Materials: Store on solid surfaces in well-drained area; prevent mixing with foreign materials.
- D. Exterior Storage:
  - 1. Cover products subject to weather damage with impervious sheet covering; provide ventilation to avoid condensation.
  - 2. Provide surface drainage to prevent runoff or ponded water from damaging stored products.
  - 3. Prevent damage and contamination from refuse and chemically injurious materials and liquids.
  - 4. Store fabricated products on substantial platforms, blocking, or skids above the ground, sloped to drain.

**END OF SECTION 01600**

## **SECTION 01700 - PROJECT CLOSEOUT DOCUMENTS AND PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. The work of this Section applies to all Construction Contract Documents including drawings, Specifications, Division 1 - Miscellaneous Requirements Sections, and Specification Sections included in Part-2 through Part-6.

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Maintenance of Project Record Documents,
  - 2. Record drawings, including As-Built drawings,
  - 3. Record project manual (specifications),
  - 4. Operation and Maintenance Manuals,
  - 5. Warranties,
  - 6. Extra Materials,
  - 7. Submittals required prior to requesting for determining dates of substantial and final completion, and also prior to release of final payment(s),
  - 8. Transmittal of Closeout Project Documents to the Owner,
  - 9. Instructions of Owner's personnel,
  - 10. Final Cleaning.
- B. GENERAL REQUIREMENTS
  - 1. All submittals shall indicate reference to the appropriate Architect's Project Number.
- C. As-Built Drawings:
  - 1. Full-size paper set.
  - 2. Two (2) CD-Roms.

#### **1.3 MAINTENANCE OF PROJECT RECORD DOCUMENTS**

- A. Do not use record documents of any type for construction purposes.
- B. Maintain record documents in a secure location at the site while providing for access by the Contractor and the Architect during normal working hours; store in a fire-resistive room or container outside of normal working hours.
- C. Record information as soon as possible after it is obtained.
- D. Assign a person or persons responsible for maintaining record documents.

E. Record the following types of information on all applicable record documents:

1. Dimensional changes.
2. New and revised details.
3. Actual routing of piping and conduit.
4. Revisions to electrical circuits.
5. Actual equipment locations.
6. Locations of utilities concealed in construction.
7. Particulars on concealed products which will not be easy to identify later.
8. Changes made by modifications to the contract; note identification numbers if applicable.
9. New information which may be useful to the Owner, but which was not shown in either the contract documents or submittals.

#### **1.4 RECORD AND AS-BUILT DRAWINGS**

A. During the progress of the installation, the Contractor shall keep a careful record of all changes and variations in the arrangement of his/her work from the layout shown on the Contract Drawings in order that the Owner may be provided with a complete set of all plans (As-Builts) showing the work as actually installed.

1. The Prime Contractor shall maintain complete two (2) sets of opaque prints of the contract drawings, marked to show changes which occur due to his/her work.
2. Where the actual work differs from that shown on the drawings, mark this set to show the actual work.
3. Mark location of concealed items before they are covered by other work.
4. Mark either record contract drawings or shop drawings, whichever are best suited to show the change.
5. Where changes are marked on record shop drawings, mark cross-reference on the applicable contract drawing.
6. When the Contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the Architect as to the drawing scale and information required.
7. Keep drawings in labeled, bound sets.
  - a. Mark with red pencil.
  - b. Mark work of separate contracts with different colors of pencils.
8. Incorporate new drawings into existing sets, as they are issued.
9. Where record drawings are also required as part of operation and maintenance data submittals, make copies from the original record drawing set.

10. As-Built Drawing Format to be submitted to the Architect:

- a. One (1) complete, legible full-size paper (hard copy) As-Built drawing set with the following information on each page:
  - 1) Note: "As-Built" drawing,
  - 2) Contractor's Firm name,
  - 3) Date.
- b. Two (2) copies, pdf format CD-Rom, scanned As-Built drawings of the hard copy furnished to the Owner (indicated above) shall be furnished to the Owner and the Architect and as directed by the Architect.

11. Plumbing, Mechanical and Electrical As-Built drawings must be submitted to the Engineer with a copy of the transmittal to the Architect. Approval must be obtained before issuing Final Certificate of Payment.

B. Record drawings shall be provided for **all work** including but not limited to the following:

1. General Construction Work
2. Plumbing and Drainage Work
3. Mechanical Work
4. Electrical Work

## **1.5 PROJECT SPECIFICATION MANUAL**

A. The Contractor shall maintain a complete copy of the project specification manual, marked to show changes which occur due to his/her work.

B. Where the actual work differs from that shown in the project manual, mark the record copy to show the actual work.

1. Include a copy of each addendum and modification to the contract.
2. In addition to the types of information required on all record documents, record the following types of information:
  - a. Product options taken, when the specification allows more than one.
  - b. Product substitutions.
  - c. Proprietary name and model number of actual products furnished, for each product, material, and item of equipment specified.
  - d. Name of the supplier and installer, for each product for which neither a product data submittal nor a maintenance data submittal was specified.

## **1.6 OPERATION AND MAINTENANCE MANUALS**

A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:

1. Operation Data:
  - a. Emergency instructions and procedures.
  - b. System, subsystem, and equipment descriptions, including operating standards.
  - c. Operating procedures, including startup, shutdown operations.
  - d. Description of controls and sequence of operations.
  - e. Piping diagrams.
  
2. Maintenance Data:
  - a. Manufacturer's information, including list of spare parts.
  - b. Name, address, and telephone number of Installer or supplier.
  - c. Maintenance procedures.
  - d. Maintenance and service schedules for preventive and routine maintenance.
  - e. Maintenance record forms.
  - f. Sources of spare parts and maintenance materials.
  - g. Copies of maintenance service agreements.
  - h. Copies of warranties and bonds.
  
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.
  
- C. Operation and Maintenance Manuals must be submitted to the Engineer with a copy of the transmittal to the Architect. Approval must be obtained before issuing Final Certificate of Payment.
  1. Contractors shall submit electronic version of the MEP/FP O&M manuals for review by the MEP/FP Consultant. \*Paper copies should not be submitted as part of the MEP/FP review process.

## **1.7 WARRANTIES**

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
  
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty manual must be submitted to the Architect for review. Architect's approval must be obtained before issuing final payment.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

### **1.8 SUBMITTAL REQUIREMENTS - SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Advise Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs and digital images on CD Rom, damage or settlement surveys, and similar final record information.
  6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  8. Complete startup testing of systems.
  9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  10. Advise Owner of changeover in utilities.

11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  12. Complete final cleaning requirements, including touch-up painting.
  13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

#### **1.9 SUBMITTAL REQUIREMENTS - FINAL COMPLETION**

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to the requirements of the Contract Documents.
  2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and signed by Contractor.
  3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Provide statement signed by Owner's representatives stating that they have received required training.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected. The cost of additional

inspections required by the Architect or his/her consultants or the Construction Manager due to Contractor's failure to complete the punch list will be paid by the Contractor and will be deducted from the Contractor's final payment.

- C. The Contractor is required to obtain all final releases from governmental and regulatory agencies having jurisdiction over the project with the assistance from the Architect / Engineer and Owner (if required).

#### **1.10 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

- A. Preparation: Submit three copies of list to the Architect and Construction Manager. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, as applicable.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect and Construction Manager.
    - d. Name of Contractor.
    - e. Page number.

#### **1.11 PROJECT RECORD DOCUMENTS**

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's and Construction Manager's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue - or black-line white prints of Contract Drawings and Shop Drawings.
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - b. Accurately record information in an understandable drawing technique.



- c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  3. Mark important additional information that was either shown schematically or omitted from original Drawings.
  4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
  5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Note related Change Orders, Record Drawings and Product Data, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.

- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## **1.12 DEMONSTRATION AND TRAINING**

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Provide instructors experienced in operation and maintenance procedures.
  - 2. Provide instruction at mutually agreed-on times.
  - 3. Schedule training with Owner, through Architect and Construction Manager, with at least seven calendar days advance notice.
  - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
  - 1. System design and operational philosophy.
  - 2. Review of documentation.
  - 3. Operations.
  - 4. Adjustments.
  - 5. Troubleshooting.
  - 6. Maintenance.
  - 7. Repair.

## **1.13 FINAL CLEANING**

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
  - 1. Refer to other Division 1 - specification sections for additional cleaning as required and where applicable.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- f. Remove debris and surface dust from limited access spaces, including plenums, shafts, trenches, and similar spaces.
- g. Sweep concrete floors broom clean in unoccupied spaces.
- h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- j. Remove labels that are not permanent.
- k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - (1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- l. Wipe surfaces of plumbing and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- m. Replace parts subject to unusual operating conditions.
- n. Plumbing Work Contractor shall clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

- o. Electrical Work Contractor shall clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- p. Leave Project clean and ready for occupancy.
- q. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

#### **1.14 TRANSMITTAL TO OWNER**

- A. Collect, organize, label, and package ready for reference.
  - 1. Provide cardboard file boxes for submittals.
  - 2. Provide cardboard drawing tubes with end caps for transparencies.
  - 3. Bind print sets with durable paper covers.
  - 4. Label each document (and each sheet of drawings) with "PROJECT RECORD DOCUMENTS - This document has been prepared using information furnished by \_\_\_\_\_" [insert the contractor's name], and the date of preparation.
- B. Submit to the Architect for transmittal to the Owner, unless otherwise indicated.

#### **1.15 REMOVE TEMPORARY FACILITIES**

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

#### **1.16 SUBMITTALS REQUIRED PRIOR TO FINAL PAYMENT**

- A. Contractor must satisfy all requirements of Sections 01700 and 01900 prior to submitting for Final Payment.
- B. A closeout checklist will be provided to the Contractor when he/she is substantially complete. The Contractor is instructed to mark each submittal with the corresponding item number on the checklist. All warranties must have the Owner Name, Project Name, Architect Project Number and Warranty Periods. If all documents are not received in this format, the submittal will be rejected and the Contractor will be instructed to pick these documents up at the Architect's office for correction.

- C. Submittals required prior to final payment shall be in accordance with "Checklist" include, but are not limited to, the following items:
1. Completed Operations Insurance Certificate - ACORD Form.
  2. Affidavit of Payment of Debts and Claims - AIA Document G706.
  3. Affidavit of Release of Liens - AIA Document G706A.
  4. Consent of Surety Company to Final Payment - AIA Document G707.
  5. Certification of Wages in accordance with New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25.
  6. 10% **two year** Maintenance Bond on the form provided in this specification.
  7. Manufacturers' product warranties, Special written guarantees and warranties, maintenance warranty, etc. in accordance with Section 01900, various specification sections and the table of contents of the Project Manual. This is in addition to the two-year guarantee covered by the Maintenance Bond and in addition to the Contractor's two-year guarantee.
    - a. Guarantee shall be signed and sealed by Officer of the Contracting Firm and shall be notarized.
  8. Project Record Drawings, (As-Built Drawings), Record Specifications, Record Product Data, and Miscellaneous Record Submittals.
    - a. Note: As-Built Drawings shall be submitted to the Engineer / Architect.
  9. Operation and Maintenance Manuals and Instructions.
    - a. Note: Operation and Maintenance Manuals shall be submitted to the Engineer / Architect.
  10. Balancing Reports for Heating, Ventilating, Air Conditioning and Refrigeration systems.
  11. Certificate of Occupancy / Copies of all Building Department inspection approvals.
  12. In accordance with requirements of N.J.S.A. 52:32-44. Contractor must submit accurate list of all subcontractors and suppliers. Contractor must provide a certification that all proofs of business registration for all subcontractors and suppliers are maintained on his/her file.
  13. All approvals and final releases from governmental and regulatory agencies have jurisdiction including, but not limited to: NJDCA, Local Construction Department, NJDEP, etc., as required.

**END OF SECTION 01700**

## CLOSEOUT CHECKLIST

<b>Owner</b>		
<b>Title</b>		
<b>Project #</b>		<b>Contract:</b>
<b>Contractor</b>		
<b>Substantial Completion Date:</b>		<b>Updated:</b>
<p><b>Refer to Specification Sections 01700 and 01900 for closeout requirements.</b>  <b>All Warranties must have the Owner Name, Project Name, Project Number and Warranty Periods.</b>  <b>As-built drawings, O&amp;M manuals, reports, certifications, warranties, punch list must be submitted to Engineer for review.</b></p>		
<b>Item No.</b>	<b>Documents &amp; Warranties Required For Closeout</b>	<b>Status</b>
1	Completed Operations Insurance Certificate - ACORD Form	
2	Completed Operation Insurance Statement (Sample Enclosed)	
3	AIA Document G704 Certificate of Substantial Completion	
4	AIA Document G706 Affidavit of Payment of Debts & Claims	
5	AIA Document G706A Affidavit of Release of Liens	
6	AIA Document G707 Consent of Surety to Final Payment	
7	Certification that all wages have been paid - NJ Prevailing Wage Act, N.J.S.A. 34:11-56.25	
8	10% - two year Maintenance Bond - must be on form provided in spec book - sample attached	
9	Record Project Manual indicating changes or company letter stating no changes.	
10	One Year Contractor's Guarantee Covered by Maintenance Bond - Sample Attached	
11	Operation Instructions & Maintenance Manuals <b>(2 each in 3-ring binder)</b>	
12	Record Drawings. Indicate As-Built drawings with company name, address and date <b>(1 Paper Set &amp; 2 CD's)</b>	
13	Final Payment Requisition & Board Voucher/Invoice (3) Contractor will not be closed out until all paperwork is submitted	
14	Certificate of Approval/Acceptance	
15	Confirmation that FVHD has received "hard copies" (not electronic) of all shop drawing submittals.	
16	Copies of all outstanding certified payroll reports or letter on Contractor's letterhead stating all outstanding certified payroll sheet and manning reports have been sent to the Owner.	
17	Letter on Contractor's letterhead stating date of substantial completion and requesting punch list review to Architect & Engineer	
18	Final Punch list signed and dated indicating completion of all work	
19	Accurate list of all subcontractors and suppliers	
20	Balancing & Testing Reports (HVAC)	
21	Fire Alarm Certification (ELECTRICAL)	
22	Warranties - Refer to Specification Section 01900 for required warranties for each trade	

## SECTION 01800 - TIME OF COMPLETION AND LIQUIDATED DAMAGES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section describes the requirements for completion of interim milestone events and final completion of all work required by the contract documents.
- B. Related Sections:
  - 1. Items of Work attached to the "Certificate of Substantial Completion" and establishing "Final Completion Time" as per Section 00800.
- C. This section also establishes the relation of liquidated damages for failure to complete the interim milestone events or final completion requirements within the time requirements stated herein.

#### 1.2 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. It is understood that each Contractor has mutual responsibility to complete its work in sequence with the work of the other Contractor and to allow the other Contractor access to the work site so that it may complete its work within the times established.
- B. Completion of the Contract Work by the Contractor shall be time of the essence.
- C. The Contractor shall work overtime, additional shifts, weekends or holidays to complete the work on time with no additional cost to the Owner.
  - 1. Scarce resources will be no excuse for not completing the work on time.
  - 2. **Work may take place during regular shift and second shift (7:00 AM - 10:00 PM) after June 28, 2019 until August 23, 2019; however, the Contractor is required to review and coordinate all work activities with the Architect and School Facilities Director prior to commencing with the work.**
    - a. **Contractor to review permitted work hours to comply with the local "Noise Ordinance".**
  - 3. **After August 23, 2019 and until October 31, 2019, the School District will make available to the Contractor two (2) classrooms at a time to complete the work as indicated in the Contract documents during regular shift.**
  - 4. **Contractor is required to include the cost of any premium time, second shift and weekend work which may be required in their bid to complete the work within the indicated milestone dates.**
- D. Substantial and final completion of the Work shall include, but is not limited to, final inspection and acceptance by the Local Building Officials.

E. **Milestone No. 1**

1. Sign Contract, no later than **twenty (20) calendar days** from **Notice of Award**; on or about **March 19, 2019**.
2. Contractor submits Bonds and Insurance **ten (10) calendar days** from **Notice of Award**.
3. **Notice to Proceed** shall be within **three (3) business days** of date of signing Contract; on or about **April 10, 2019**.

F. **Milestone No. 2**

1. **Time Critical submittals** for special equipment, fixtures, etc. shall be submitted within **twenty (20) calendar days from Notice to Proceed**.

G. **Milestone No. 3**

1. Submission of all remaining technical shop drawing submittals shall be submitted within **thirty (30) calendar days from Notice to Proceed**.

H. **Milestone No. 4**

1. Physical work at the site shall commence on or about **June 28, 2019**.

I. **Milestone No. 5**

1. Substantial Completion of the entire project shall be on or before **136 Calendar Days from the Notice to Proceed, August 23, 2019**.
2. Liquidated Damages - \$500.00 / Calendar day of delay.

J. **Milestone No. 6**

1. Final Completion of all Work including punch list items and closeout documents, no later than **31 Calendar Days from Substantial Completion, September 23, 2019**.
2. Liquidated Damages - \$500.00 / Calendar day of delay.

K. In accordance with N.J.S.A. 18A:18A-19, the Owner shall deduct from the Contract Price, for any wages paid by the Owner to any inspector or inspectors necessarily employed by for the work of this project, for any number of days in excess of the number of days or indicated dates allowed in milestones above. Such sums shall be part of the Liquidated Damages indicated herein after.

L. The Liquidated Damages set for above shall be in addition to other consequential losses or damages the Owner may incur by reason of such delay, such as, but not



limited to, the cost of additional architectural and engineering services resulting from the delay, additional costs to the Owner for payments to other Contractors resulting from delay, including acceleration costs by other contractors to recover the defaulting contractor's delay.

- M. The said Liquidated Damages are fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amounts shall be retained from time to time by the Owner for the current periodical payments.
  - 1. The Liquidated Damages set for above are intended to compensate Owner for loss of use during the period of delay, for other delay during construction which may result further delay in substantial and/or final completion dates and for any acceleration costs by other contractors to recover the defaulting contractor's delay.
  - 2. In no way shall costs of Liquidated Damages be construed as a penalty to the Contractor.
- N. The Owner shall have the right to deduct the total amount any Liquidated Damages for which the Contractor may be liable from any monies otherwise due the Contractor, including any retainage under control of the Owner.
- O. The surety upon the Performance Bond furnished by the Contractor shall be liable for any such Liquidated Damages for the Contractor may be liable, to the extent that the Contractor shall not make settlement therefor with the Owner.

**END OF SECTION 01800**

## SECTION 01900 - GUARANTEES AND WARRANTIES

### PART 1 - GENERAL

#### 1.1 CONTRACT

- A. Period for all guarantees and warranties shall commence at date of substantial completion for the entire project, as determined by the Architect.
- B. The Contractor's guarantee on all work, covered by Maintenance Bond . . . . **Two (2) Yr.**
  - 1. The Maintenance Bond shall represent a continuing obligation of the Prime Contractor and his Subcontractor(s) to repair/replace defective materials and/or labor of products installed in the project for **two (2) years** from the date of Substantial Completion.
- C. Provide all required warranties indicated in specification sections which include but not limited to the following:

#### 1.2 GENERAL CONSTRUCTION WORK

- A. Self-Drying Finishing Underlayment as specified in Section 03450.
  - 1. Special Project Warranty: Submit a written warranty signed by the manufacturer, the contractor, and the installer, guaranteeing to correct failures in materials and workmanship which occur within the warranty period, including those attributable to abnormal aging, without reducing or otherwise limiting any other rights to correction which the Owner may have under the contract documents.
    - a. The warranty shall include responsibility for removing and replacing other work as necessary to accomplish repairs or replacement of materials covered by the warranty.
      - 1) Warranty period: Minimum **two (2) years** after date of substantial completion.
- B. Solid Polymer Fabrications as specified in Section 06650 . . . . . **Ten (10) Yrs.**
  - 1. Provide manufacturer's warranty against defects in materials, fabrication and installation, excluding damages caused by physical or chemical abuse or excessive heat. Warranty shall provide for replacement or repair of material and labor for a period of **ten (10) years**, beginning at Date of Substantial Completion.
    - a. For fabrications with installed warranty coverage, identify by affixing manufacturer's fabrication/installation source plate.
- C. Joint Sealer Assemblies as specified in Section 07900.
  - 1. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
    - a. Warranty Period: **Five (5) years** from date of Substantial Completion.

2. Special Manufacturer's Warranty: Written warranty, signed by elastomeric sealant manufacturer agreeing to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
    - a. Warranty Period: **Five (5) years** from date of Substantial Completion.
    - b. Submit two (2) copies of written guarantee for all sealant work of this section signed by the Contractor and the sealant manufacturer for a period of **five (5) years** from the date of acceptance by the Owner.
- D. Wood Doors as specified in Section 08211 . . . . . **Life of Installation.**
1. Submit written agreement in door manufacturer's standard form signed by the manufacturer and contractor, agreeing to repair or replace defective doors which have warped (bow, cup or twist) or which show photographing of construction below its face veneers, or do not conform to tolerance limitations of NWMA.
  2. The warrant shall also include refinishing and reinstallation as may be required due to repair or replacement of defective doors.
- E. Finish Hardware as specified in Section 08700.
1. Guarantee workmanship and material provided against defective manufacture. Repair or replace defective workmanship and material appearing within period of **one (1) year** after substantial completion.
  2. Provide **twenty-five (25) year** factory warranty on manual surface door closers against defects in material and workmanship from date of occupancy of project.
  3. Provide **five (5) year** factory warranty on exit devices, locksets and overhead stops against defects in material and workmanship from date of occupancy of project.
  4. Provide **ten (10) year** factory warranty on locksets against defects in material and workmanship from date of occupancy of project.
- F. Glass and Glazing as specified in Section 08800.
1. Manufacturer's Limited Warranty on Fire-Rated / Impact Glazing: Written warranty, made out to the Owner and signed by manufacturer, warrants only that the product will be free of manufacturing defects resulting in material obstruction through the glass area and/or edge separation and changes in properties of the interlayer for a period of **five (5) years** from the date of purchase, provided the Products have been properly shipped, stored, handled, installed and maintained.
    - a. Limitation of Remedy - Inspection: The remedy for product proved to be defective under the terms of this warranty is limited to shipment of replacement product. With respect to all claims under this warranty, the Manufacturer shall have the right to inspect any and all products alleged to be defective.

G. Security Window Film as specified in Section 08870.

1. Manufacturer and the Authorized Window Film Dealer (collectively referred to as "Seller") warrant for **twelve (12) years** from installation, and provided that the product is maintained in accordance with the Window Care Instructions below, that the Safety & Security Window Film will:
  - a. Maintain Adhesion Properties without blistering, bubbling, or delaminating from the glass,
  - b. Maintain Appearance without discoloration,
  - c. Maintain Strength, Tear, and Penetration Resistant Properties as defined in product literature.

Warranty Applicable with additional purchase & installation of Impact Protection System Adhesive or Profile:

2. With the purchase of Impact Protection Profile or Impact Protection Adhesive on all four (4) sides of the window, for the entire project, Manufacturer and the Authorized Window Film Dealer agree to extend the terms of this warranty an **additional two (2) years**, for a total of a **fourteen (14) year** warranty. This includes the film, attachment system, and labor. No changes are made to the glass breakage warranty.
3. The Impact Protection System Adhesive or Profile warranty applies to new Safety & Security Window Film installations. The adhesive or profile Product will meet Product specifications in effect at time of installation. The warranty period is **twelve (12) years** from the date of installation for a two sided application, and **fourteen (14) years** for a 4 sided application. This shall not cover failure due to disintegration of the underlying substrate, movement of the structure exceeding specification for elongation and/or compression, changes in appearance of the adhesive due to dirt or other contaminants, tampering or other modifications applied after installation.
  - a. Film warranty is void if the attachment system is removed for reasons other than to replace product found defective under this warranty. Application of Non-System Manufacturer wet glaze attachment system voids the Safety & Security Film Warranty. If the product does not conform to this warranty, the sole and exclusive remedy is:
    - 1) Replacement of the quantity of film proved to be defective; and,
    - 2) Provide removal and reapplication labor of like quality product free of charge.
4. Seller also warrants against glass failure due to thermal shock fracture, (maximum value of \$500 per window) caused only as a direct result of the application of Safety & Security Window Film provided the film is applied to recommended types of glass and the glass failure is reported to the Seller within the specified time (listed below)

from the start of the installation. Glass breakage coverage is only valid for Safety & Security Window Films.

- a. **Sixty (60) months** coverage against thermal shock fracture,
- b. Any glass failure covered by this warranty must be reviewed by Seller prior to repair, and only covers film and glass replacement.

H. Security Glazing (Alternate Bid) as specified in Section 08871.

1. General: Submit warranties provided by the manufacturer agreeing to repair or replace defective material or workmanship within the specified warranty periods, starting from the date of substantial completion.
  - a. Fire Rated Security Glazing: Submit a **five (5) year** warranty from date of shipping
  - b. Laminated Security Glazing: Submit a **ten (10) year** warranty against delamination.

I. Security Window Film as specified in Section 08872.

1. Provide **twelve (12) year** manufacturers replacement warranty to cover film against peeling, cracking, discoloration, and deterioration.

J. Tile as specified in Section 09300.

1. Limited Warranty:

- a. Manufacturer warrants that manufactured products will be free from defect for a period of **one (1) year** from date of purchase.
  - 1) Defect is defined as a shortfall in the product to perform to manufacturer's specifications as disclosed in product literature, within industry allowable tolerances as set forth in standard, national industry protocols.
  - 2) Manufacturer provides detailed information in its product literature regarding appropriate tile and stone applications. Failure to comply with recommended applications voids this warranty.

K. Acoustical Ceilings and Suspension System as specified in Section 09510 .. **Thirty (30) Yrs.**

1. Special Manufacturer's Warranty: Written warranty, signed by the ceiling manufacturer agreeing to furnish ceiling materials and replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
2. Warranty Period: **Thirty (30) year** System Performance Guarantee against visible sag, Mold/Mildew and Bacteria Growth.

L. Resilient Flooring as specified in Section 09650.

1. Vinyl Composition Tile:

- a. Special Warranty - Manufacturer warrants its regular (first quality) commercial floor products to be free from manufacturing defects for **five (5) years** from date of purchase.
  - 1) **Within One Year**: If a defect covered by this warranty is reported to the manufacturer in writing within one year of purchase, Manufacturer will supply new material of the same or similar grade sufficient to repair or replace the defective material. Manufacturer will also pay reasonable labor costs.
  - 2) **Within Two Years**: If a defect covered by this warranty is reported to the manufacturer in writing after one year but within two years of purchase, Manufacturer will supply new material of the same or similar grade sufficient to repair or replace the defective material. Manufacturer will also pay fifty (50%) percent of reasonable labor costs.
  - 3) **After Two Years**: If a defect covered by this warranty is reported to the manufacturer in writing after two years but within five years of purchase, Manufacturer will supply new material of the same or similar grade sufficient to repair or replace the defective material. Manufacturer will not pay for labor costs.
  - 4) Manufacturer does not warrant the installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor.

M. Carpet Entry Mats as specified in Section 09682.

- 1. Manufacturer's standard **fifteen (15) year** warranty against excessive wear, edge ravel, backing separation, shrinking, stretching and static electricity.

N. Carpet Tile as specified in Section 09685.

- 1. Manufacturer's Warranties:
  - a. **Twenty (20) year** excessive surface wear (loss of more than 10% by weight of face fiber), edge ravel, backing separation, shrinking, stretching and static electricity Warranty from the date of invoice.
  - b. **Twenty (20) year** - Antimicrobial Preservative Protection Warranty (Tile Only).
- 2. **Special Project Warranty**: Submit a written warranty signed by Contractor and Installer, agreeing to repair or replace defective materials and workmanship of carpeting work during **two (2) year** warranty period which starts at substantial completion, without any cost to Owner; and agreeing to repair or replace other defects beyond their controls.

O. Solid Plastic Toilet and Bath Partitions as specified in Section 10161**Twenty-five (25) Yrs.**

- 1. Submit manufacturer's written guarantee to the Architect and the Owner which guarantees its plastic against breakage, corrosion and delamination under normal conditions for **twenty-five (25) years** from date of receipt by the customer. If materials are found to be defective during that period for reasons listed above, the materials will be replaced free of charge (labor not included in warranty).

P. Toilet and Bath Accessories as specified in Section 10800.

1. Hand Dryer - Dyson Airblade: Manufacturer's standard warranty from date of substantial completion:
  - a. **Five (5) years** on parts.
  - b. **One (1) year limited** - labor.
  
2. Washroom Accessories: Warranty is limited to replacing or repairing, at the manufacturer's option, transportation charges prepaid by the purchaser, any washroom accessory unit or part thereof which their inspection shall show to have been defective within the limitation of the warranty. Period of warranty is measured from the date of their invoice as follows:
  - a. Complete unit (except mirrors) - **One (1) year**.
  - b. Stainless Steel Mirror Frames - **Fifteen (15) years** - against corrosion.
  - c. Tempered Glass Mirrors - **Five (5) years** - against silver spoilage.
  - d. Polished #8 Architectural Grade Finish on 304 Series Stainless Steel - **One (1) year** against corrosion.
  - e. Bright Annealed Finish on 430 Series Stainless Steel - **One (1) year** against corrosion.

\* Warranty does not cover installation labor charges and does not apply to any units which have been damaged by accident, abuse, improper installation, improper maintenance, or altered in any way.

**END OF SECTION 01900**