Addendum No. 3 for:

Specifications for:

# WEST DEPTFORD FIRE HOUSE CONVERSION TO A LIBRARY

611 Academy Avenue West Deptford, New Jersey 08096

# ACKNOWLEDGEMENT OF ADDENDUM NO. 3

Contractor shall sign and acknowledge receipt of this Addendum No. 3 with (48) pages and five (5) drawings.

Please return this confirmation sheet via email to michelle@mckernanarchitects.com.

Firm Name:		 	 
Signature:	· · · · · · · · · · · · · · · · · · ·	 	 
Title:		 	 
Date:			

Prepared By:

Joseph F. McKernan Jr., Architects & Associates

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Architect Project No. 1214A

February 29, 2024

This Addendum forms a part of the Contract Documents and modifies / clarifies the original Bidding Documents dated November 21, 2023, and Addenda 1 and 2 dated December 11, 2023 and as noted below. Acknowledge receipt of the Addendum in the space provided on the Form of Proposal for Addendum. Failure to do so may subject the Bidder to disqualification.

Except as herein modified / clarified, all other provisions of the Contract Documents shall remain in full force as originally set forth. Additional Work called for herein, unless otherwise described in the Addendum, shall comply with the requirements originally specified for similar Work.

#### I. CHANGES / CLARIFICATIONS TO SPECIFICATIONS: Sections identified below are attached.

- A. Section 000102 "Table of Contents" has been revised to include the new section identified below.
- B. New Section 7NU4529 "Project Labor Agreement" has been added.
- C. Section 011000 "Summary"; Paragraph 1.7 has been added. All following paragraphs are renumbered accordingly.

#### II. CHANGES / CLARIFICATIONS TO DRAWINGS: Drawings identified below are attached.

- A. G-1.1 Cover Sheet
- B. A-2.1 Floor Plan, Room Finish Schedule & Partition Types
- C. A-3.1 Exterior Elevations
- D. A-3.3 Handicap Ramps & Stair Plans, Sections & Details
- E. A-3.4 Handicap Ramp, Sections & Details

#### III. CHANGES TO BID OPENING DATE

A. The Bid Opening Date and Time shall be March 20, 2024 at 11:00am in the Township Municipal Building's Council Meeting Room.

**END OF ADDENDUM NO. 3** 

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# PROJECT LABOR AGREEMENT COVERING CONSTRUCTION FOR THE TOWNSHIP OF WEST DEPTFORD FIREHOUSE CONVERSION IN WEST DEPTFORD, NEW JERSEY

# **ARTICLE 1 - PREAMBLE**

WHEREAS, The Township of West Deptford, on behalf of itself as Owner, and General Contractors, on behalf of themselves, and reflecting the objectives of the Township of West Deptford, as Owner, desire to provide for the efficient, safe, quality, and timely completion of the construction of the Township of West Deptford Firehouse Conversion project, in a manner designed to afford lower reasonable costs to the Township of West Deptford, the Owner, and the Public it represents, 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 promote labor harmony and peace for the duration of the Projects.
- (7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry; 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 between Township of West Deptford, as Owner, and the General Contractor and their successors and assigns, for the Township of West Deptford Firehouse Conversion project construction work to be performed on the property of the Township of West Deptford in the State of New Jersey and by the Southern New Jersey Central Labor Council, on behalf of itself and its affiliates and members and the signatory Local Unions, listed in Exhibit A, on behalf of themselves and their members.

# **ARTICLE 2 - GENERAL CONDITIONS**

# **SECTION 1. DEFINITIONS**

Throughout this Agreement, the Union party and the Central labor Council are referred to singularly and collectively as "the Union(s)" where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include the General Contractor (GC), Construction Manager (CM), and all signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article III; the Township of West Deptford is referenced as (Owner); the Southern New Jersey Central Labor Council is referenced as the CLC and the work covered by this Agreement (as defined in Article III) is referred to as the "Project".

#### SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless executed by the CLC and the Owner and will remain in effect until the completion of the Project or until January 1, 2025, whichever is later.

# SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory 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. The 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 and execute the Letter of Assent attached as Schedule B. This Agreement shall be administered by the GC on behalf of all Contractors.

# **SECTION 4. SUPREMACY CLAUSE**

This Agreement, together with the local Collective Bargaining Agreements 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. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that neither the GC nor any 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 GC.

# **SECTION 5. LIABILITY**

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The GC and any Contractor shall not be liable for any violations of this Agreement by any other Contractor, excepting the subcontractors that the GC hires, and the CLC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

# SECTION 6. THE GENERAL CONTRATOR OR CONSTRUCTION MANAGER

The GC 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. The Township of West Deptford 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 Township of West Deptford in determining which Contractors shall be awarded contracts for Project work. It is further understood that the Township of West Deptford has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

# SECTION 7. 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 or GC, which is performed at any location other than a Project site, as defined in Article 3, Section 1.

# **SECTION 8. SECURITY MONITORING**

The parties agree that all communication by the parties with any media sources regarding the Project must be done only by the Owner.

The parties agree and consent to the Contractors' implementation and use of a security badging system.

Finally, the parties agree and consent to the Contractors' implementation of Security checkpoints at the entrances to and exits from the Project Site, at which Project Security personnel will randomly inspect the containers, apparel, vehicles and other personal belongings of employees who enter and exit the Project Site to deter theft. Employees who refuse to submit to an inspection of their containers, apparel, vehicles and other personal belongings will be prohibited from re-entering the Project Site. The parties agree and consent to implement and cooperate with any other Project Site security requirements imposed by the Owner, which shall be disclosed to the County Council in advance of the pre-job meeting.

# ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

#### **SECTION 1: THE WORK**

This Agreement shall apply to all on-site public construction work, including site preparation, demolition and hazardous waste remediation, for the Owner performed on Township of West Deptford Firehouse Conversion project construction to include the following construction project.

1. Conversion of Firehouse to Public Library.

The scope of work is confined to the on-site Project work contained in the scope of the final construction contract of the General Contractor and/or CM.

# **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 Schedule A), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, 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. Provided, however, local deliveries of ready mix, concrete, cement and asphalt shall not be contracted except to a subcontractor who pays wages and benefits not less than the economic equivalent of the wages and benefits set forth in Exhibit A.

- D. Employees of the GC, 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.

# 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 or of GC, which do not perform work at 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 among the Owner, the GC 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 and/or Project Management Firm 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**

- Α. 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 (attached as Schedule A to this Agreement), subject to the requirements of any applicable local ordinances or agreements pertaining to hiring and apprenticeship goals for minorities, women, residents of disadvantaged communities, and local residents. 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 and cranes); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A 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 Schedule A. 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 the 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 will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the GC and/or CM 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 NJ 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.

Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, no more than twelve (12%) per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above which, consistent with N.J.S.A. 52:38-4, permit contractors and subcontractors working on the public works project to retain a percentage of their current workforce (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 GC, an exception to, and waiver of, the above per centum limitation upon the number of its employees to be hired through the special provision 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 its current workforce moving from the last job. 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. WORKFORCE DIVERSITY**

To the extent applicable, the parties hereby agree that each will implement and abide by the requirements of the Owner with regard to workforce diversity. Furthermore, General Contractor, Contractors and the Unions will comply with such affirmative action plan, including but not limited to: (1) the parties will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; (2) the parties will endeavor to include in any solicitations or advertisements for employees or subcontractors, a notice that all qualified applicants will receive consideration for employment, and contractors and subcontractors for work, without regard to age, race, creed, color, national origin, ancestry, marital status, sex or any other protected category used by government regulation; and (3) the parties agree to utilize the best efforts to ensure that minority business enterprises and womenowned business enterprises shall have the maximum practicable opportunity to provide Construction Work under this Agreement.

The Local Unions agree and support the importance the Owner places on having and maintaining a diverse workforce. The Unions agree to refer any and all Gloucester County resident journeymen and apprentices who are registered on the Out-of-Work list of the local union referral systems at the time of a contractor's request. The Local Unions will cooperate with Contractor requests for Gloucester County residents, residents of disadvantaged communities, minority, or women referrals to meet the requirements of the Owner.

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Owners bid specifications, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a DOL approved training program, applied to take a construction Apprenticeship test, and will be paid at not less then 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 ASSESMENTS

The union security provisions contained in the applicable Schedule A local agreements, shall not apply to the employees covered by this Agreement as for the period of time during which they are performing on-site 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 who have voluntarily executed dues checkoff authorization cards provided in a Schedule A local agreement, 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 Contractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft foreperson shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftsperson he is 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 involved and Project Management Firm) 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 Contractor and GC 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 Schedule A provision providing procedures for the equitable distribution of overtime.

# **SECTION 3. LAYOFF OF A STEWARD**

Contractors agree to notify the appropriate Union 24 hours 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 Schedule A, 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 therefore; 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 Contractor, GC, 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 Schedule A. 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". Where available locally, offsite operations work covered under the New Jersey Prevailing Wage Act shall be performed within the territorial jurisdiction of the local unions signatory to this Agreement.

# **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 CLC. The district or area council, and the CLC 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 CLC 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 Joel Weisblatt, who shall serve as Arbitrator under this expedited arbitration procedure. In the event that Robert Glasson is unable to serve, a party invoking this procedure shall notify Joel Weisblatt, 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, its International, the GC, and the CLC.
- B. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the GC and CM, the Local Union involved, and the CLC, 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 as directed by the Arbitrator.
- C. All notices pursuant to this Article may be by telephone, 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 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 Southern New Jersey Central Labor Council or his designee, and designated official of the GC and/or CM. It will be comprised of representatives of the local unions signatory to the project labor agreement (PLA) and representatives of the GC and/or CM and other 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 seven 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, and 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 CLC, 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 Joel Weisblatt, who shall act as the Arbitrator under this procedure. In the event that Joel Weisblatt is unable to serve, a party invoking this procedure shall notify Robert Glasson, 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 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 arbitration's 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 GC, 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 construction Project Manager and the involved Contractor or Local Union.

# SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR AND/OR PROJECT MANAGEMENT FIRM

The General Contractor and Project Management Firm shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its 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 Contractor. 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 GC, 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 then 30 days prior to the start of the Project.
- B. All Project construction work assignments shall be made by the Contractor according 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

Central Labor Council and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: Joel Weisblatt or Robert Glasson and submit the dispute directly to the 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 CLC, 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 five 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 CLC 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: Joel Weisblatt or Robert Glasson 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: Joel Weisblatt or Robert Glasson 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 wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.
- 4. 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.
- 5. 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 Constructor 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 Contractor 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 Schedule A, as amended during this Agreement. 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 Schedules A. Parties to such agreements shall be the General Contractor, the Contractor involved, the involved Local Unions and the CLC.

# **SECTION 2. EMPLOYEE BENEFIT FUNDS**

- A. The 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 Schedule A. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added. However, if a defined benefit pension fund covered by the terms and conditions of this Agreement has not adopted the building and construction industry exemption authorized by subsection (b) of Section 4203 of the Employee Retirement Income Security Act of 1974, the Contractor shall not be obligated to hire employees covered by that fund.
- B. The Contractor agrees 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 and/or Project Management Firm, 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 per one of the following schedules:
  - 1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.
- B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor in accordance with area practice.
- C. Notice Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the workweek 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 workweek and workday, described in paragraph A above, shall be paid in accordance with the applicable Schedule A. 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. The Contractor 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 traffic. 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 Construction Project Manager 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 the Contractor 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 form the above shifts, the involved unions, contractors and the General Contractor and/or Project Management Firm 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:
  - 1. New Year's Day
  - 2. Labor Day
  - 3. Presidents Day
  - 4. Veterans Day
  - 5. Memorial Day
  - 6. Thanksgiving Day
  - 7. Fourth of July
  - 8. Christmas Day

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

<sup>\*</sup> Presidential Election Day shall be observed as a holiday in a general election year. Work shall be scheduled on Good Friday pursuant to the craft's Schedule A.

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 Schedule A.
- C. Exclusivity No holidays other than those listed in Section 4-A above shall be recognized nor observed.

# **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.
- 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 Schedule A.
- 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 the 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 or except where specifically provided in an applicable Schedule A.

# **SECTION 6. PAYMENT OF WAGES**

A. Payday - Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by the Contractor at the job site by 10 a.m. on Thursdays. 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. The 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 or GC and/or CM may, if considered necessary for the protection of life and /or safety of employees or others, 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 Schedule A.

# **SECTION 11. BREAK PERIODS**

There will be no 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. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Schedule A in a ratio not to exceed the ratio provided in the applicable Schedule A collective bargaining agreements providing prevailing wage and fringe benefits as defined in N.J.S.A. 34:11-56.26(9) for the classification in Gloucester County, New Jersey. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate collective bargaining agreement listed in Schedule A.

#### 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, up to 50% 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 the Contractors and the GC for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

# **SECTION 3. INSPECTIONS**

The Contractors, GC and the CM 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**

The Project Management Firm and the 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. TRAVEL ALLOWANCES**

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in Schedule A.

#### **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 Project Management Firm and/or General 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 and/or Project Management Firm'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, the Project Management Firm and/or General Contractor, or 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.

#### ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

#### **SECTION 1. CHANGES TO AREA CONTRACTS**

- A. Schedule A to this Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedule A notify the General Contractor and/or Project Management Firm 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 Schedule A Collective Bargaining Agreements 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 Project Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedule "A" 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 by any lock-out on the Project affective a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF the parti	es have caused this Agreement to be executed and
effective as of the day of	, 2024.
Township of West Deptford	Southern New Jersey Central Labor Council
FOR LOCAL UNION AFFILIATES:	
CEMENT MASONS AND PLASTERERS	UNION, LOCAL 699
By:	
(Name/Title)	

#### **CARPENTERS, LOCAL 255**

By:	
(Name/Title)	
IUPAT DISTRICT COUNCIL 21	
Bv:	
By:(Name/Title)	
SHEET METAL WORKERS UNION,	LOCAL 19
By:	
(Name/Title)	
BRICKLAYERS AND ALLIED CRAF	TWORKERS, LOCAL 4
By:	
(Name/Title)	
IRONWORKERS, LOCAL 399	
By:	
(Name/Title)	

#### UA LOCAL 322

By:		
	(Name/Title)	
HEAVY &	& GENL. CONSTRUCTION LABORERS, LOCAL 172	
By:		
	(Name/Title)	
IRONWO	ORKERS, LOCAL 399	
By:	(Name/Title)	
INTERNA	ATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAI	J <b>35</b> 1
By:	(Name/Title)	
ROOFER	RS, LOCAL 30	
Ву:	(Name/Title)	

#### TELE-DATA ADDENDUM

The parties hereby agree that all Tele-data work and associated electrical work performed on any of the sites during construction shall be done by employees represented by the signatory unions. For the purpose of this Agreement, Tele-data work shall include, but not limited to, the following: All receiving, placement, installation, operation, testing, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, education and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation.

	SIGNATORY UNIONS
BY:	BY:

#### **TEAMSTERS LOCAL 469 ADDENDUM**

- 1. Notwithstanding the provisions of Article 11, Section 2 of the Project Labor Agreement, a Contractor who becomes signatory to this Project Labor Agreement who is not already a participating and contributing employer to the pension fund(s) specified in the Schedule A collective bargaining agreement, shall make direct all contributions required by the Schedule A collective bargaining agreement exclusively to the Annuity Fund, a defined contribution plan. Any such Contractor shall not participate in nor contribute to the Pension Funds, and shall have no obligation to the Pension Funds.
- 2. Any Contractor who is already participating in and contributing to the Pension Fund, separately from this Project Labor Agreement, shall pay contributions as provided for in Article 11, Section 2 of this Project Labor Agreement.

Agreed to and accepted this day of	, 2024:
For:	For Teamsters Local 469

SHEET METAL ADDENDUM

(General Contractor) (Project Management Firm) agrees that when subcontracting for

prefabrication of H.V.A.C. duct and other related sheet metal, such prefabrication shall be

subcontracted to fabricators who pay their employees engaged in such fabrication not less than

the prevailing wage for comparable sheet metal fabrication as established under agreements

between local affiliates of Sheet Metal Workers' International Association and local sheet metal

fabricators.

(General Contractor) (Project Management Firm) and the Sheet Metal Workers'

International Association agree to work with fabrication shops referenced in the Addendum.

This joint effort will be directed at improving fabricators' competitiveness through the

application of continuous improvement principles.

Sheet Metal Workers'

International Assoc. Locals 19 & 27

#### LETTER OF ASSENT

Re:	Project Labor Agreement The Southern New Jersey Central Labor Council and Township of West Deptford, dated (the "Agreement")				
is part Deptfo Project	of conrd. New	ed, as a General Contractor, Contractor(s) or Subcontractor(s) on a Contract which instruction for the Township of West Deptford Firehouse Conversion in West of Jersey, for and in consideration of the award of a Contract to perform work on said further consideration of the mutual promises made in the Project Labor Agreement, the was received and is acknowledged, hereby:			
	(1)	On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.			
	(2)	Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects Labor Agreement.			
	(3)	Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.			
Compa	ıny Nan	ne			
By:		Contract Number			
Title:		General Contractor			
Date:					

7NU4529 41

cc: (Unions employed by Contractor)

#### SECTION 011000 - SUMMARY

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Owner's use of the property and building.
  - 3. Work covered by Contract Documents.
  - 4. Work under Owner's separate contracts.
  - 5. Work with Owner's Required Vendors.
  - 6. Owner-furnished / Owner-installed (OFOI) products.
  - 7. Contractor's use of site and premises.
  - 8. Work restrictions.
  - 9. Specification and Drawing conventions.

#### B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
- 2. Section 017300 "Execution" for coordination of Owner-installed products.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: West Deptford Fire House Conversion to a Library.
  - 1. Project Location: 611 Academy Avenue, West Deptford, NJ 08096.
- B. Owner: West Deptford Township; 400 Crowne Point Blvd., West Deptford, NJ 08096.
  - 1. Owner's Representative: Tyler Rost; Special Project Manager.
  - 2. Owner's Representative: Bill Gigliotti; Public Works Manager.
- C. Architect: Joseph F. McKernan, Jr., Architects and Associates, LLC.
  - 1. Architect's Representative: Michael F. Foley, RA, LEEDapBD+C.
- D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:
  - 1. Mechanical, Electrical, Plumbing & Fire Protection Engineers: Holstein-White; 3000 Horizon Blvd. Suite 503, Trevose, PA, 19053.
    - 1. Mechanical Engineering Representative: Jamie Boles, PE.
    - 2. Electrical Engineering Representative: Jeffrey Cook.
    - 3. Plumbing Engineering Representative: Jamie Boles, PE.
    - 4. Fire Protection Engineering Representative: Jamie Boles, PE.

#### 1.4 OWNER'S USE OF THE PROPERTY AND BUILDING

- A. Throughout demolition and construction activities, the Property and Building shall be unoccupied by the Owner, except for the following dates:
  - 1. Primary for Presidential Election Day; June 4, 2024.
  - 2. Presidential Election Day; November 5, 2024.
- B. Colonial Manor Firehouse is a designated polling location within West Deptford Township. The Township does not have permission to relocate the polling location. Therefore, on both days noted above, one of two scenarios shall occur:
  - 1. If the Construction Code Official deems the building structure is safe for public access, a Temporary Certificate of Occupancy shall be issued for Election Day related activities only.
  - 2. If the Construction Code Official deems the building structure is unsafe for public access, the Contractor shall provide a clear area within the rear parking lot to accommodate the following:
    - a. Two office trailers. Each office trailer can be as large as 12 feet wide by 48 feet long. Owner shall inform Contractor of actual trailer dimensions, when rental is finalized.
    - b. Handicap accessible ramp, providing access to both trailers.
    - c. Minimum of six temporary accessible handicap parking spaces.
    - d. As many typical parking spaces as is technically feasible.
    - e. Sufficient clear area for the delivery truck driver to drop-off and pick-up the trailers.
- C. The costs associated with trailer and ramp rentals, shall be the responsibility of the Owner, and shall not be included within the Contractor's Schedule of Values.

#### 1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following: Colonial Manor Firehouse is a decommissioned firehouse, which has been purchased by West Deptford Township for the purpose of conversion to a Media Center, and other Work indicated in the Contract Documents.
- B. Type of Contract: Single Prime Contract.

#### 1.6 WORK COVERED BY OWNER'S SEPARATE CONTRACTS

- A. The Owner has retained Remington-Vernick for Civil Engineering Services.
  - 1. The Civil Engineering Contract Documents will become available during Spring of 2024.
    - a. The Architect has provided an "Architectural Site Plan" as a stand-in until Spring 2024.
    - b. The Contractor for this Contract is responsible for contacting the Utility Companies serving the site, and having them mark-out their respective underground service lines.
      - 1) Water and Sewer Service: West Deptford Township.
      - 2) Electric and Gas Service: Public Service Electric and Gas.
  - 2. The Contractor who is awarded the Civil Contract, shall operate under a "Separate Concurrent Contract", and shall not be a Subcontractor to the General Contractor.

#### 1.7 WORK WITH OWNER'S REQUIRED VENDORS

- A. The Owner requires the Contractor to engage J.C. McGee Security Solutions of Woodbury, New Jersey, , the Township's preferred locksmith, for the following services:
  - 1. Proximity reader and entry access control panel procurement and installation.
  - 2. Final wiring connections between proximity readers, power supplies, and entry access control panels. Low-voltage wire runs shall be executed by the Contractors electrical sub-contractor.

#### 1.8 OWNER-FURNISHED / OWNER-INSTALLED (OFOI) PRODUCTS

- A. Owner-Furnished/Owner-Installed (OFOI) Products:
  - 1. Door Hardware: Lock Cylinders will be provided and installed by Owner's Locksmith, J.C. McGee Security Solutions.

#### 1.9 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Limits on Use of Site: Limit use of Project site to interior work within the building and exterior work on the property indicated. Do not disturb portions of Project site beyond the designated property lines.
  - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

#### 1.10 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
  - 1. Weekend Hours: Allowed with Owner's written permission.
  - 2. Early Morning Hours: Not permitted.
- C. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.
- D. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- E. Employee Screening: Comply with Owner's requirements for drug screening of Contractor personnel working on Project site. Maintain list of approved screened personnel with Owner's representative.

#### 1.11 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

# WEST DEPTFORD FIRE HOUSE CONVERSION TO A LIBRARY

# 611 ACADEMY AVE., WEST DEPTFORD TWP. GLOUCESTER COUNTY, NEW JERSEY 08096

TAX MAP INFO: BLOCK 184 LOT 2 **ZONING MAP: ZONE R-3** 

#### **ABBREVIATIONS GRAPHIC SYMBOLS** ABBREVIATIONS AND NOT ALL ARE USED IN THIS PROJECT. IF AN ABBREVIATION CONFLICTS WITH DRAWING, NOTIFY ARCHITECT PRIOR TO THE START OF GRAPHIC SYMBOLS ONLY APPEARING WITHIN ONE SHEET ANY WORK. SERIES, SUCH AS THE CEILING SERIES, APPEAR ON THE PLUS OR MINUS ROOM NAME AND ACOUSTICAL CEILING PANE NUMBER TAG ALUMINUM ARCHITECTURA DOOR NUMBER TAG PARTITION TYPE / RESTROOM **BOARD FEET** Building CONTROL JOINT CONCRETE MASONRY UNIT CONCRETE CONSTRUCTION CONTINUOUS CERAMIC TILE ELEVATION / SECTION FLAG DEGREE(S DIAMETER DOWN PLAN DETAIL FLAG ELECTRIC OR ELECTRICAL EQUAL EQUIP EQUIPMENT EXIST EXISTING NORTH ARROW EXPANSION JOINT MATERIAL TO REMAIN FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET MATERIAL DEMOLITION FINISH OR FINISHED FIBERGLASS REINFORCED PAN MATERIAL NEW CONSTRUCTION GALVANIZED EXISTING DOOR HOLLOW METAL NEW DOOR HORIZONTAL HIGH DENSITY POLYETHLYENE HARDWARE EXISTING ELEVATION / LOCATION INSULATION BENCHMARK KIPS PER SQUARE INCH NEW ELEVATION / LOCATION LINEAR FEET LONG LEG HORIZONTAL LONG LEG VERTICAL 2 x 4 SUSPENDED CEILING GRID MANUFACTURER Minimum SUSPENDED GYPSUM BOARD NOT IN CONTRACT NOM NOMINAL ON CENTER OPPOSITE PLYWOOD CEILING MOUNTED EXIT LIGHT PORCELAIN PROX PROXIMITY POUNDS PER SQUARE INCH WALL MOUNTED FIRE ALARM HORN / PTD PAINTED RAD RADIUS WALL / BRACKET MOUNTED FIRE ROOF DRAIN EXTINGUISHER REINFORCING BAR REINFORCED req'd REQUIRED FIRE EXTINGUISHER CABINET REQUEST-TO-EXIT (RECESS MOUNT) ROUGH OPENING RIDGE VENT RAIN WATER CONDUCTOR FIRE EXTINGUISHER CABINET (SURFACE MOUNT) STAINLESS STEEL SPLASHBLOCK STYRENE-BUTADIENE-STYRENE PROXIMITY READER SQUARE FEET SIMILAR SQUARE YARD TYPICAL

VERTICAL

VERIFY IN FIELD

WELDED WIRE FABRIC

## **GENERAL PROJECT NOTES**

- GRAPHIC SYMBOLS BELOW ARE STANDARD SYMBOLS WHICH MAY APPEAR WITHIN SEVERAL SHEET SERIES WITHIN THIS DRAWING SET; AND NOT ALL ARE USED FOR THIS PROJECT

  - 4. ALL WORK AND MATERIALS SHALL MEET THE REQUIREMENTS OF THE
  - 5. ALL WRITTEN DIMENSIONS SHALL GOVERN, DO NOT SCALE THE DRAWINGS CONTRACTOR SHALL REVIEW ALL CONTRACT DOCUMENTS FOR THE EXTENT OF
  - THE WORK TO BE COMPLETED AND COORDINATED. 7. CONTRACTOR SHALL CHECK AND VERIFY ALL PLAN DIMENSIONS AND CONDITIONS PRIOR TO PROCEEDING WITH CONSTRUCTION. SHOULD QUESTIONS ARISE, THE CONTRACTOR SHALL NOTIFY THE OWNER AND
  - 8. RE-CHECK MEASUREMENTS AND DIMENSIONS BEFORE STARTING EACH INSTALLATION, INSPECT BOTH THE SUBSTRATE AND THE CONDITIONS FOR EACH MAJOR COMPONENT. DO NOT PROCEED UNTIL ANY UNSATISFACTORY CONDITION(S) HAVE BEEN CORRECTED IN AN ACCEPTABLE MANNER.
  - . THE DRAWINGS SHOW THE GENERAL ARRANGEMENT AND EXTENT OF THE WORK. AS THE WORK PROGRESSES, THE CONTRACTOR, AT NO EXTRA COST, SHALL MAKE MODIFICATIONS TO MAKE PARTS ALIGN
  - 10. COMPLY WITH MANUFACTURERS INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS TO THE EXTENT THAT THOSE INSTRUCTIONS AND RECOMMENDATIONS ARE MORE EXPLICIT OR STRINGENT THAN REQUIREMENTS CONTAINED IN CONTRACT DOCUMENTS.
  - I. PROVIDE ATTACHMENTS AND CONNECTION DEVICES AND METHODS NECESSARY FOR SECURING WORK. SECURE WORK TRUE TO LINE AND LEVEL. ALLOW FOR EXPANSION AND BUILDING MOVEMENT.
  - 2. ANY MINOR OMISSIONS FROM THE DOCUMENTS WHICH WOULD CUSTOMARILY BE PART OF THE SYSTEM OR FINISHES SHALL BE PROVIDED BY THE
  - 13. CONTRACTOR SHALL PROVIDE A DUMPSTER FOR THEIR USE. REMOVE FROM THE SITE EXCESS EXCAVATED MATERIALS, TRASH, DEBRIS, AND STATE AND LOCAL AUTHORITIES. ALL WASTE MATERIALS SHALL BE REMOVED IN A MANNER WHICH PREVENTS INJURY OR DAMAGE TO PERSONS, AND PUBLIC RIGHT OF WAY.
  - 14. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SAFE WORK AREA AND IS RESPONSIBLE FOR SAFETY AT THE SITE.
  - 15. THE CONTRACTOR SHALL PROVIDE ANY REQUIRED PROTECTION OF WORK. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED TO NULLIFY ANY RULES, REGULATIONS OR STATUTES OF STATE OR FEDERAL AGENCIES GOVERNING THE PROTECTION OF THE PUBLIC WORKERS FROM HEALTH OR OTHER HAZARDS INVOLVED IN THE OPERATIONS REQUIRED TO PERFORM
  - 16. CONSTRUCT AND INSTALL TEMPORARY PROTECTION MEASURES PRIOR TO START OF CONSTRUCTION. TEMPORARY PROTECTION SHALL BE REMOVED WHEN WORK IS COMPLETE. THE CONTRACTORS SHALL AT ALL TIMES PRESERVE AND PROTECT THE SITE, BUILDING OR STRUCTURE FROM
  - 17. ALL CONSTRUCTION EQUIPMENT AND SAFEGUARDS SHALL BE CONSTRUCTED, INSTALLED AND MAINTAINED IN A SUBSTANTIAL MANNER AND SHALL BE SO OPERATED AS TO INSURE PROTECTION TO THE WORKERS ENGAGED THEREON AND TO THE GENERAL PUBLIC. ALL EXISTING AND ADJOINING IMPROVEMENTS SHALL BE PROTECTED FROM DAMAGE INCIDENTAL TO CONSTRUCTION OPERATIONS.
  - 18. PROTECT EXISTING ROADWAYS, WALKWAYS AND ADJOINING PROPERTIES. THE CONTRACTOR SHALL AT ALL TIMES PRESERVE AND PROTECT THE SITE FROM DAMAGE OR INJURY.
  - 19. MATERIALS AND EQUIPMENT REQUIRED IN CONSTRUCTION OPERATIONS SHALL BE STORED AND PLACED SO AS NOT TO ENDANGER OR OBSTRUCT
  - 20. COORDINATE WITH THE OWNER FOR SITE ACCESS AND MATERIAL STAGING AREAS DURING CONSTRUCTION.
  - REQUIRED, INCLUDING PROVISION OF PORTABLE TOILET FACILITIES.
  - 23. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE OWNER'S REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL RUBBISH AND WASTE AS REQUIRED, THROUGHOUT THE COURSE OF CONSTRUCTION ACCUMULATED ON THE SITE FROM WORK BY ITS' OWN EMPLOYEES AND SUBCONTRACTORS. ALL DEBRIS SHALL BE REMOVED FROM THE CONSTRUCTION SITE DAILY AND IN ACCORDANCE WITH OWNERS' REQUIREMENTS AND DIRECTION.

## PAVING & LANDSCAPING NOTE:

REPAIRING AREAS DISTURBED AT PERIMETER OF BUILDING, ETC. ADDITIONAL LANDSCAPING & PAVING TO BE PROVIDED UNDER SEPARATE

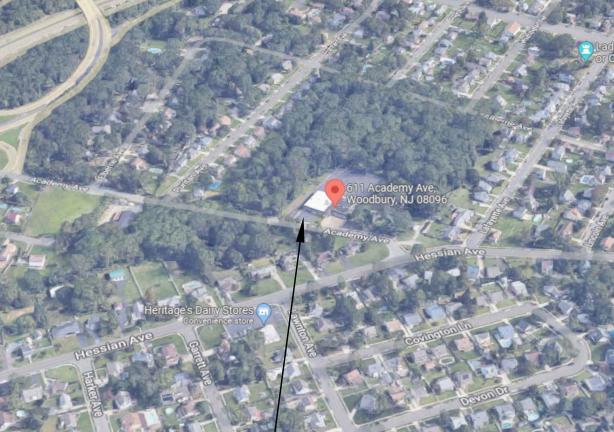
- THE DRAWING SET AND SPECIFICATION BOOK SHALL JOINTLY FORM THE
- CONSTRUCTION DEVIATES FROM THE DRAWINGS.
- CONTRACT DOCUMENTS, THE STATE AND LOCAL CONSTRUCTION CODES AND ALL AUTHORITIES HAVING JURISDICTION.
- ARCHITECT, IN WRITING, PRIOR TO PROCEEDING WITH THE WORK.

- CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

- THE PUBLIC, THE WORKERS OR THE ADJOINING PROPERTY.
- 21. THE CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY UTILITIES
- 22. ITEMS TO REMAIN ARE INDICATED ON THE DRAWINGS AND/ OR AS SPECIFICALLY NOTED. HOWEVER, THE DRAWINGS AND NOTES ARE NOT TOTALLY INCLUSIVE. ITEMS TO REMAIN SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE PROJECT. REPAIR TO ALL DAMAGE INFLICTED TO ITEMS TO REMAIN SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY.

PAVING & LANDSCAPING WORK FOR THIS PROJECT IS LIMITED TO PATCHING & CONTRACT ACCORDING TO CIVIL DRAWINGS/ CONTRACT.





COLONIAL MANOR PROJECT AERIAL VIEW CS-1 / SCALE: NONE



## **CONSULTING ENGINEERS:**

## Architect:

McKernan Architects \$ Associates 100 Dobbs Lane, Suite 204 Cherry Hill, NJ 08034 Phone: (856) 616-2960

## **Civil Engineer:**

Remington \$ Vernick Engineers 2059 Springdale Road, Cherry Hill, NJ 08003 Phone: (856) 216-1890 Mechanical, Electrical, Plumbing & Fire Protection:

3800 Horizon Blvd. - Suite 503, Trevose, PA 19053 Phone: (215) 322-7711

## Structural Engineer:

Michael A. Beach & Associates, Twin Ponds Executive Campus Suite 205 200 Birchfield Drive Mount Laurel, New Jersey 08054 Phone: (856) 273-1909

## DRAWING INDEX

## GENERAL:

COVER SHEET LS-I LIFE SAFETY PLAN

ARCHITECTURAL SITE PLAN DEMOLITION - FLOOR PLAN DEMOLITION - ROOF PLAN DEMOLITION - EXTERIOR ELEVATIONS FLOOR PLAN, ROOM FINISH SCHEDULE REFLECTED CEILING PLAN & DETAILS ROOF DETAILS

A-2.5 TOILET ROOM PLANS & ELEVATIONS A-2.6 CASEWORK PLANS, ELEVATIONS, DETAILS & PARTITION TYPES A-3.1 HANDICAP RAMP & STAIR PLANS, SECTIONS & DETAILS

HANDICAP RAMP PLANS & ELEVATIONS HANDICAP RAMP SECTIONS & DETAILS (NEW SHEET)

DOOR SCHEDULE, TYPES & DETAILS

### DOOR HEAD, JAMB & SILL DETAILS WINDOW SCHEDULE, TYPES & DETAILS

## STRUCTURAL:

STRUCTURAL LEAD SHEET (SHEET 1 OF 3) STRUCTURAL LEAD SHEET (SHEET 2 OF 3) 5-0.2 STRUCTURAL LEAD SHEET (SHEET 3 OF 3) FOUNDATION PLAN ROOF FRAMING PLAN S-2.0 TYPICAL DETAILS

#### S-3.I SECTIONS

5-3.0

SECTIONS

**MECHANICAL:** FIRST FLOOR DEMOLITION MECHANICAL PLAN ROOF DEMOLITION MECHANICAL PLAN FIRST FLOOR MECHANICAL PLAN ROOF MECHANICAL PLAN M-2.0 M-3.0 MECHANICAL SCHEDULES

## **ELECTRICAL**

E-0.0 SITE POWER PLAN E-1.0 FIRST FLOOR POWER PLAN FIRST FLOOR LIGHTING PLAN ROOF POWER PLAN E-2.0 ELECTRICAL SCHEDULES & DETAILS E-3.1 ELECTRICAL SCHEDULES & DETAILS E-3.2 ELECTRICAL SCHEDULES & DETAILS E-3.3 ELECTRICAL SCHEDULES & DETAILS

MECHANICAL SCHEDULES

## **PLUMBING**

TRUE NORTH

FIRST FLOOR DEMOLITION PLUMBING PLAN ROOF DEMOLITION DOMESTIC WATER PLAN FIRST FLOOR SANITARY PLAN FIRST FLOOR DOMESTIC WATER PLAN ROOF PLUMBING PLAN PLUMBING SCHEDULES & DETAILS

## FIRE PROTECTION

FP-1.0 FIRST FLOOR FIRE PROTECTION PLAN

## PROJECT SUMMARY

WEST DEPTFORD TOWNSHIP SHALL BID OUT THE CIVIL ENGINEERING PACKAGE AS A SEPARATE CONSTRUCTION CONTRACT, WHICH SHALL BE EXECUTED IN SPRING 2024. THIS CONTRACTOR IS REQUIRED TO COORDINATE ALL EXTERIOR RELATED WORK, WHEN THAT CIVIL ENGINEERING PACKAGE BECOMES AVAILABLE

THIS PROJECT INCLUDES A BUILDING-WIDE CHANGE-OF-USE. THE PROPOSED EXTERIOR AND INTERIOR ALTERATIONS SHALL ACCOMMODATE THE REQUIREMENTS FOR THE PROPOSED RELOCATION OF THE WEST DEPTFORD PUBLIC LIBRARY. THE BUILDING'S MAIN ENTRANCE SHALL BE CHANGED FROM STREET-SIDE TO PARKING LOT-SIDE.

## EXTERIOR ALTERATIONS INCLUDE THE FOLLOWING:

- FULL ROOF COVERING SYSTEM REPLACEMENT.
- WINDOW INSTALLATION TO REPLACE APARATUS BAY DOORS.
- TWO ADA COMPLIANT ACCESSIBLE RAMPS. THIN-BRICK MASONRY VENEER AT EXPOSED CMU SURFACES.

## UPGRADES TO EXISTING BUILDING MOUNTED SITE LIGHTING.

INTERIOR ALTERATIONS INCLUDE THE FOLLOWING: FULL ADA ACCESSIBLE PUBLIC GENDER SPECIFIC RESTROOMS, STAFF/SINGLE USER

- RESTROOM AND CHILD/FAMILY/SINGLE USER RESTROOM.
- UPGRADES TO EXISTING HVAC SYSTEM. UPGRADES TO EXISTING PLUMBING SYSTEM
- UPGRADES TO EXISTING LIGHTING.
- INSTALLATION OF NEW WATER METER
- ACCOMMODATIONS FOR EXISTING BOOK SHELVING
- NEW SUSPENDED ACOUSTICAL CEILING SYSTEM. NEW FLOOR FINISH SYSTEM.

AN EXISTING OFFICE SHALL BE RETAINED FOR THE COLONIAL MANOR FIRE ASSOCIATION.

11,455 GSF

## **APPLICABLE CONSTRUCTION CODES:**

NEW JERSEY UNIFORM CONSTRUCTION CODE W/ TECHNICAL AMENDMENTS.

2021 INTERNATIONAL BUILDING CODE - NJ EDITION NJ REHABILITATION SUB-CODE: NJUCC 5:23.6

2021 INTERNATIONAL MECHANICAL CODE 2020 NATIONAL ELECTRIC CODE

2021 NATIONAL STANDARD PLUMBING CODE 2017 ICC/ANSI AI17.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES.

## NFPA 10 PORTABLE FIRE EXTINGUISHERS

BUILDING USE GROUP AND OCCUPANCY CRITERIA: USE GROUP: B, A-3 \$ S-2 A-3 CONSTR. TYPE

FULL COVERAGE SPRINKLER SYSTEM: NONE BUILDING AREA:

11,300 GSF FLOOR AREA: MAXIMUM FLOOR AREA PERMITTED: W/O SPRINKLERS:

W/ SPRINKLERS: 38,000 GSF BUILDING OCCUPANT LOADS:

READING AREAS: 50 SF / PERSON 100 SF / PERSON STACK AREAS: COMPUTER: 150 SF / PERSON OFFICES:

## PROPOSED BUILDING OCCUPANCY: 122 PERSONS

WORKROOMS:

STORAGE /MECH .:

MINIMUM PLUMBING FIXTURES REQUIRED PER PUBLIC RESTROOM 2 TOILETS AND 2 SINKS EACH.

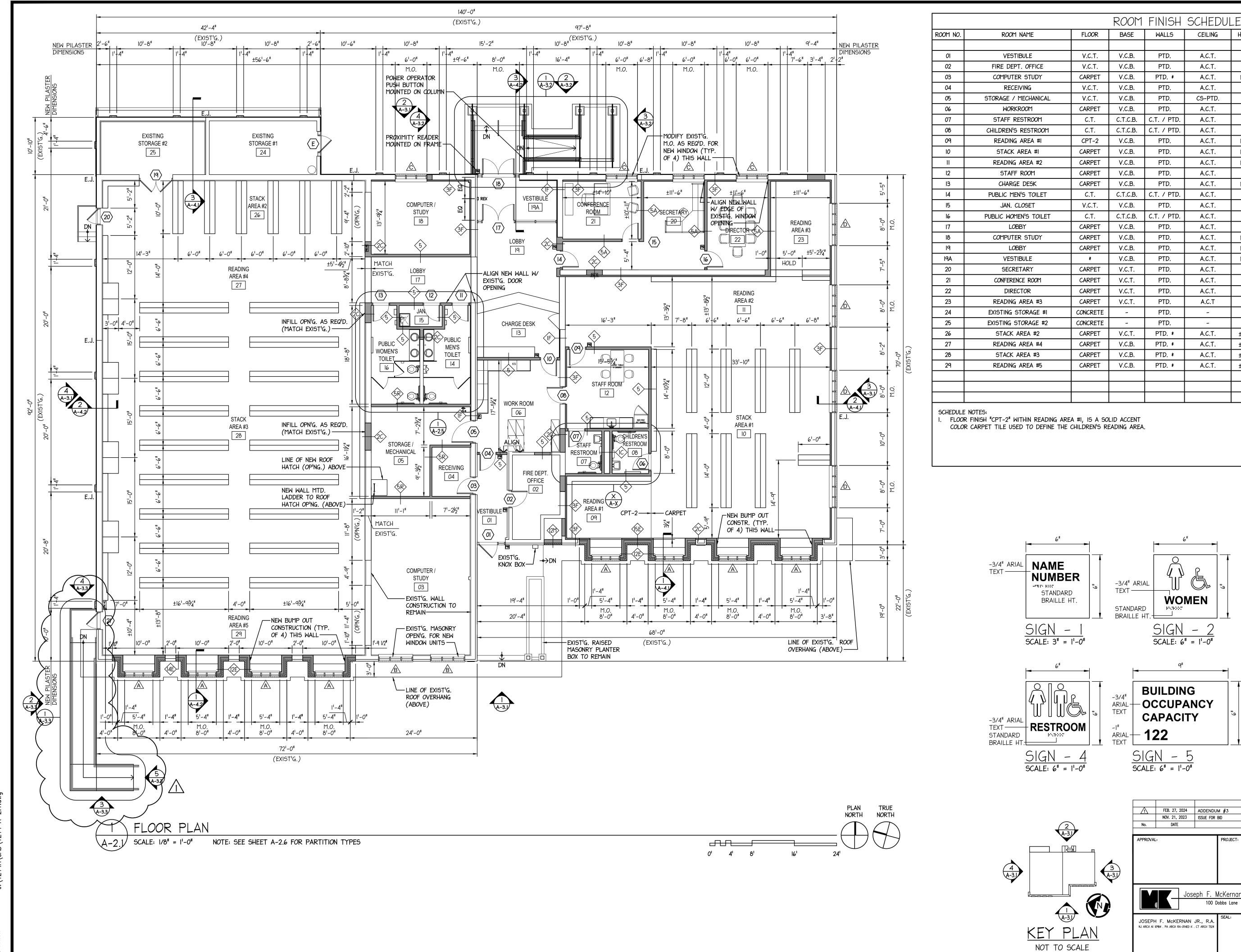
300 SF / PERSON

FEB. 27, 2024 ADDENDUM #3 NOV. 21, 2023 ISSUE FOR BID DF & JFM No. DATE rev'd by DESCRIPTION **WEST DEPTFORD FIRE HOUSE** 

**CONVERSION TO A LIBRARY** 611 ACADEMY AVENUE WEST DEPTFORD, NEW JERSEY 08096 Joseph F. McKernan Jr., Architects & Associates **COVER SHEET** 

100 Dobbs Lane Suite 204 Cherry Hill, New Jersey 08034 JOSEPH F. McKERNAN JR., R.A.

SCALE: AS NOTED PROJ.NO.:



Feb 27, 2024 - 4:07pm J:\1214A\CAD\1214 A-2.1

**WEST DEPTFORD FIRE HOUSE CONVERSION TO A LIBRARY** 

McKERNAN ARCHITECTS & ASSOC. CHKD.BY: COPYRIGHT 2023

DF & JFM DF & JFM

rev'd by

611 ACADEMY AVENUE WEST DEPTFORD, NEW JERSEY 08096 FLOOR PLAN, ROOM FINISH

DESCRIPTION REVISIONS

JOSEPH F. McKERNAN JR., R.A. NJ ARCH AI 10984 . PA ARCH RA-011402-X . CT ARCH 7324

loseph F. McKernan Jr., Architects & Associates 100 Dobbs Lane Suite 204 Cherry Hill, New Jersey 08034 SCHEDULE & PART. TYPES DIMENSIONS MUST BE VERIFIED BY CONTRACTOR. NOTHER THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH DO NOT SCALE DRAWING.

DO NOT SCALE DRAWING.

REV<sup>1</sup>D.:

HEIGHT

9'-0"

9'-0"

9'-0"

9'-0**"** 

9'-0"

9'-0"

12'-0**"** 

12'-0**"** 

12'-0"

9'-0"

12'-0"

9'-0"

9'-0"

9'-0"

9'-0"

10'-0"

12'-0**"** 

9'-0"

9'-0"

9'-0"

9'-0"

12'-0" \* RAISED RUBBER

REMARKS

10'-0" \* PREP. WOOD PANELING PRIOR TO PAINTING

±10'-8" \* PREP. WOOD PANELING PRIOR TO PAINTING

±10'-8" \* PREP. WOOD PANELING PRIOR TO PAINTING

±10'-8" \* PREP. WOOD PANELING PRIOR TO PAINTING

- MEN

<u>SIGN</u> - 3

SCALE: 6" = 1'-0"

**EXIT** 

SCALE: 6" = 1'-0"

\*\*.\*\*

ARIAL TEXT+

STANDARD

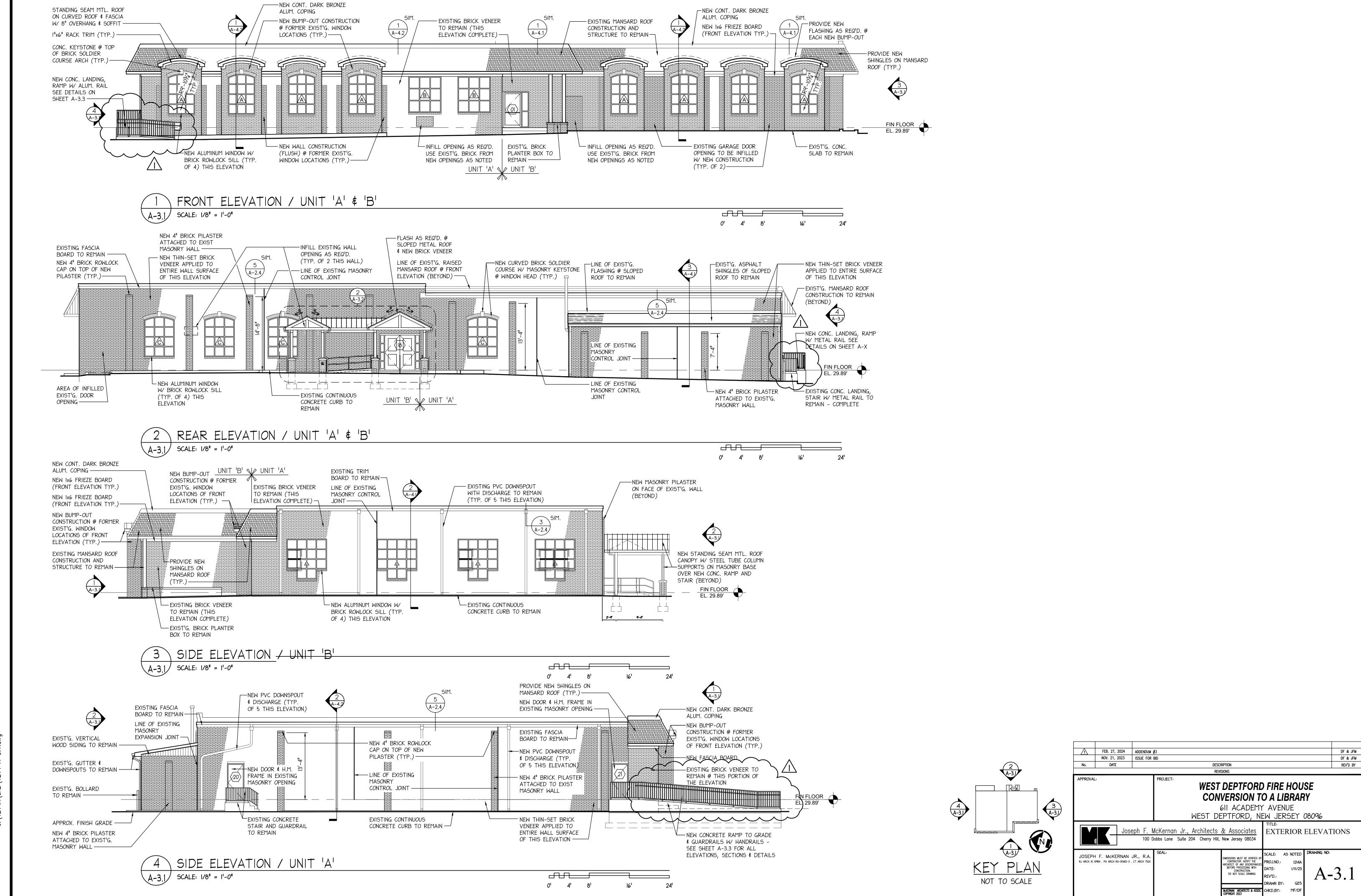
BRAILLE HT.

-1 1/2" ARIAL | TEXT

-STANDARD

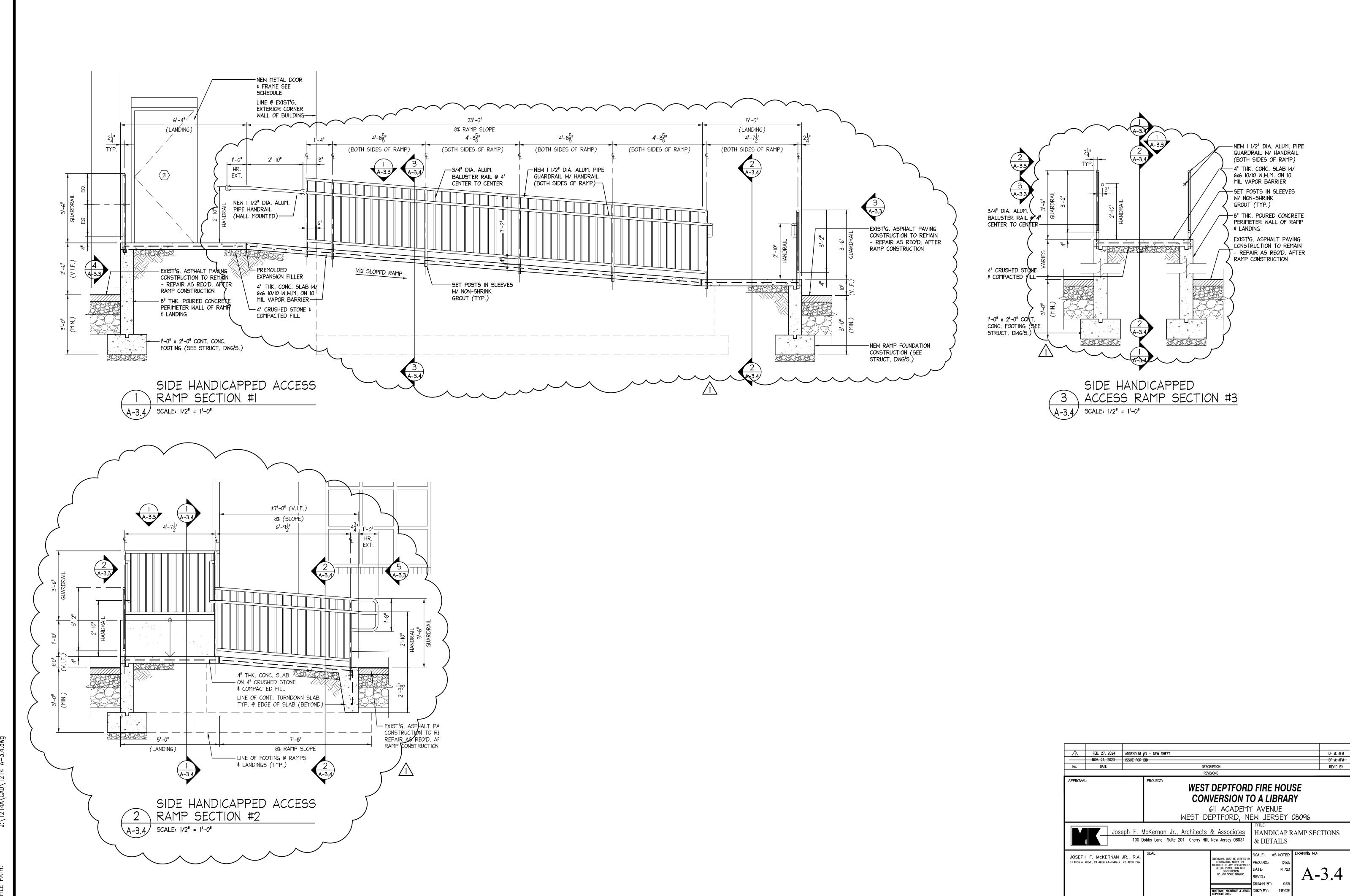
BRAILLE HT:

\* PREP. WOOD PANELING PRIOR TO PAINTING



DATE PATH:

TIME: Feb 27, 2024 — 4:10pm J:\1214A\CAD\1214 A=3.3.dwg



Feb 27, 2024 - 4:11pm J:\1214A\CAD\1214 A-3.4

DATE PATH: